1. About us

1.1 These terms and conditions of use ("Terms of Use") govern the relationship between you ("User" or "you") and the CM-Equity AG, Germany ("CM-E") in relation to the use of the Stock Token Trading Terminal ("Trading Terminal") at Binance.com platform. Through the Use of the Services (as defined below) you accept these Terms of Use.

"Stock tokens" are derivative contracts (so-called OTC derivatives), the performance of which is linked to the price performance of a specific share or exchange-traded product ("underlying"). The respective underlying has a ticker symbol (e.g. the ticker symbol "TSLA" stands for shares of Tesla Inc). Stock tokens are settled exclusively in USD stablecoins. CM-E itself provides the buying and selling prices. There may be a reasonable difference (so-called spread) between the buying and selling price. The Stock Tokens are non-transferable and can only be purchased by CM-E and sold back to CM-E. A multilateral or exchange trading of the Stock Tokens does not take place. Stock Tokens exclusively reflect the economic performance of the underlying asset, which consists of the market value and dividends, if any. This means that users have neither a claim to delivery of the underlying nor shareholder rights - such as voting rights. The Stock Tokens are perpetual and may be terminated at any time by the User or CM-E. The offer of Stock Tokens is subject to German law.

1.2 These Terms of Use apply to all services provided by CM-Equity AG ("CM-E") through the Trading Terminal

1.3 CM-E is responsible for the content of the Stock Tokens Pages. Please note that you also use the Trading Terminal for other third party services which are not provided by CM-E.

1.4 In addition, the following conditions ("Supplementary Conditions") apply to the use of the Services.
conditions"):

- Basic information document, incl. risk notes

- Consumer information

1.5 In the event of a deviation, the Supplementary Terms and Conditions shall take precedence over these Terms of use.

2. Trading terminal service

2.1 Binance.com offers various trading terminal services on its website, in particular mobile applications, web interfaces, trading terminal software and interfaces.

2.2 For the period between July 16th 2021 and Oct 15th 2021 the Trading Terminal can be used exclusively for the sale of Stock Tokens.

3.Terms of use of the stock token platform

3.1 The Binance Operators of the Binance.com platform are not involved in and do not provide brokerage services. Binance.com merely provides a platform to enable the use of trading terminal software through which users can interact with CM-E (but also other third parties), among others. The use of the Stock Token Platform may be amended from time to time. We reserve the right to adjust and modify the requirements as necessary (including in cases where a user was previously deemed successfully onboarded)). In the event of such a change to the requirements, this may result in a User not being able to use some or all of the Services.

3.2 Each user must have an account on Binance.com ("Binance Account") in order to use the Trading Terminal. For using our services, additional KYC obligation under the relevant anti-money laundering regulations are required. For this purpose, it is necessary for the user to provide personal data. We communicate with users by email only. Please ensure that you check and read your emails regularly and that no other person has access to your email account. The user is obliged to provide correct information. In the event that false information is provided, CM-E reserve the right to take all necessary measures to hold you liable for any damages incurred to CM-E and to file charges with the appropriate law enforcement authorities.

3.3 Only natural persons who are of legal age are able to act as users of our services.

3.4 You further agree that Binance may disclose such personal information with CM-E for money laundering prevention and other regulatory purposes.

3.5 We are not obligated to provide services to any individual or user. We may suspend or terminate your account at any time without notice or cause. To the extent permitted by law, any remaining positions shall be liquidated and paid to the user, less any costs incurred by us. It is pointed out that the denial of authorization may be necessary in particular due to a sovereign measure or due to a law (in particular the Money Laundering Act). Binance.com will inform the User of this by e-mail.

4. Brokerage process

4.1 By using the Trading Terminal, the User is able to enter a sale transactions for Stock Tokens directly with CM-E. The prices are set exclusively by CM-E in accordance with the legal requirements.

4.2 The User may set certain parameters for each of its offers to sell Stock Tokens ("Offer"), i.e. the price and the quantity of Stock Tokens to be sold.

4.3 When submitting an order, the User shall confirm to CM-E the parameters of the respective offer, whereupon the User shall receive an order confirmation concluding the entered parameters. CM-E accepts the offer to the extent that the order is executed. With the acceptance by CM-E a binding contract between the user and CM-E is concluded ("User/CME Contract"). The user will be informed immediately after successful acceptance of an offer by CM-E about the conclusion of the contract including its content.

4.4 The User/CME Agreement between the User and CM-E shall also be governed by the Basic Information Sheet, which shall take precedence over these Terms of Use. The User is obliged to take note of any supplementary documents before placing an order. For the avoidance of doubt, Binance is not a party to the User/CME Agreement.

5. Documentation

The User may view his order history (including the price, the quantity and the execution date of the order) by using the Trading Terminal.

6. Commission

6.1 If a user/CME contract is concluded, CM-E may charge a commission f. The amount of the commission can be seen in the Trading Terminal. As a rule, the commission rate depends on the order volume of the respective transaction.

6.2 CM-E has the right to waive a commission in certain scenarios or to change the commission rate. Such a scenario will always be discussed via the Trading Terminal announced in advance.

7. data protection, declaration of consent

7.1 CM-E will collect, process and use personal data within the scope of the business relationship conducted with you. This is done solely for the purpose of conducting the business relationship with you. CM-E observe the provisions of the Federal Data Protection Act (BDSG), the Telemedia Act (TMG) and all other data protection regulations.

7.2 Binance.com and CM-E will pass on data about completed transactions to third parties (such as the operators of the site www.coinmarketcap.com) for the purpose of informing the interested public and for the purpose of a functioning price formation on the market. However, only information about the amount of stock tokens purchased and the purchase price will be disclosed. Personal data of the user (e.g. the user's place of residence) will not be disclosed.

7.3 A processing or other use of data by Binance.com and CM-E or a transfer of data to third parties can only take place if we are entitled or obliged to do so according to the Federal Data Protection Act (BDSG) or other laws or if this is explicitly regulated in these GTC. Apart from that, the data will neither be passed on to third parties nor processed or used in any other way by Binance.com and CM-E without the express consent of the users.

7.4 The User expressly authorizes Binance.com and CM-E to store, process, use and disclose the data referred to in Clause 8.1, Clause 8.2 8.3 to store, process, use and, to the extent permitted by law, to disclose to third parties the data and, to the extent permitted by law, to pass it on to third parties.

7.5 The User expressly authorises Binance.com and CM-E to use his data - except for revocation - to continue to store, process and use them.

7.6 After having given consent, a user has the right at any time to revoke the consent given to CM-E for the collection or use of data with effect for the future by sending an email to CM-E. The obligation of CM-E under money laundering law to retain certain data even after termination of the business relationship remains unaffected by a revocation of the customer.

8. Scope of the right of use

Provided that users comply with these Terms of Use at all times, Binance.com grants you a revocable, limited, royalty-free, non-exclusive, non-transferable and non-sublicensable license to access and use the Trading Terminal for Stock Tokens through your computer or compatible terminal equipment for your personal purposes. You are prohibited from using the Trading Terminal for Stock Tokens for resale or commercial purposes. The same applies to use on behalf of other persons or organizations. All of the above actions are expressly prohibited and constitute a material breach of these Terms of Use. The content design, format, function and access rights with respect to the Financial Services are determined by us in our sole discretion. We reserve all rights not expressly granted in these Terms of Use.

9. Termination of contract

9.1 CM-E reserve the right to restrict or discontinue the use of the Services at any time and for any reason whatsoever.

9.2 The user may stop using the services at any time and without giving any reason and delete his account.

10. Limitation of Liability of CM-E

10.1 CM-E make every effort to ensure that the Services are stable and run effectively, it cannot guarantee that there will be no network delays, computer system failures, technical problems related to the use of computers or data delivery systems relied upon by CM-E, or otherwise, failure of hardware, software or communications lines or systems, or other force majeure events that may result in delay, suspension, interruption of the Services, including attacks on the network infrastructure. You understand that in the event of any system failure (whether or not described above), CM-E shall have no responsibility and shall not be liable for any resulting losses.

10.2 The content provided on the Website does not claim to be complete, correctness and up-to-dateness. The use of the contents is at the user's own risk.

10.3 CME shall not be liable for any damages incurred by a user through the use of the services or the content published on the www.binance.com website. However, this exclusion of liability does not apply in the event of intentional or grossly negligent fault on the part of, CM-E or their vicarious agents. The exclusion of liability also does not apply to damages resulting from injury to life, body or health, which are based on a breach of duty by CM-E or their vicarious agents. Furthermore, the liability of CM-E for the breach of obligations, the fulfillment of which is a prerequisite for the proper execution of the contract and on the compliance of which the user may regularly rely, remains unaffected.

11. Final provisions

12.1 Should any provision of these Terms of Use be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The same applies if this agreement should contain a loophole. In this case, the parties shall replace the gap or the invalid or void provision with a provision that corresponds to the economic purpose of the agreement and comes as close as possible to what the parties intended.

12.2 The contractual relationship between the User and CM-E shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods.