

Marbell AG – AI Model Predictions Services Agreement (Switzerland)

Last modified: November 7, 2025

IMPORTANT – READ CAREFULLY. This AI Model Predictions Services Agreement ("Agreement") sets forth the legal terms and conditions between Marbell AG, a Swiss company registered in the Commercial Register of the Canton of Zurich ("Marbell," "we," "us," or "our"), and the person or entity agreeing to these terms ("Customer," "you," or "your"). This Agreement governs your subscription to and use of Marbell's AI-generated Model Predictions and related analytics (the "Prediction Service").

Scope. This Agreement applies only to Marbell's AI-generated model predictions services provided via web, API, email, or similar channels. It does not apply to any cloud hosting, developer tools, or unrelated software services.

By creating an account, clicking "accept," paying an invoice, or accessing the Prediction Service, you agree to be bound by this Agreement from that date (the "Effective Date").

1. Subscriptions; Access; Support

1.1 Orders and Subscription Term

You may purchase subscriptions to the Prediction Service ("Subscriptions") by (i) executing one or more order forms, online checkouts, or invoices that reference this Agreement ("Orders"), or (ii) activating a paid plan in your account. Subscriptions run for the term specified in the applicable Order and renew as stated therein.

1.2 Delivery and Availability (No SLA)

The Prediction Service is delivered electronically by granting you access credentials or delivery endpoints (e.g., web dashboard, email feed, or API). For renewals, continued access constitutes delivery.

1.3 Support

Marbell provides email support on Swiss business days (excluding Swiss public holidays) from 09:00–17:00 CET/CEST. We use reasonable endeavors to respond within one Swiss business day.

1.4 Service Levels and Maintenance

The Prediction Service is provided without service-level commitments. Availability may be affected by maintenance windows, third-party outages, market-data provider failures, or factors outside Marbell's reasonable control. Scheduled maintenance may occur at any time; where practicable, Marbell will post or notify in advance. Your sole remedy for unavailability or degraded performance is, at Marbell's option, re-performance, an extension of the Subscription term, or a pro-rata fee credit; monetary damages are excluded.

2. Nature of Service; Regulatory Position (Switzerland)

2.1 Informational, Non-Personalized, No Execution

The Prediction Service provides general, non-personalized market predictions, statistical indicators, and analytical insights that are identical for all users. The Predictions do not take into account your objectives, financial situation, knowledge/experience, or risk tolerance and are not investment advice or a personal recommendation. Marbell does not receive, transmit, or execute orders, provide portfolio management, copy-trading, or any functionality that places or triggers trades.

2.2 FinSA/FinIA

Based on the foregoing, the Prediction Service is intended to fall outside the scope of a regulated financial service under the Swiss Financial Services Act (FinSA) and does not require licensing under the Swiss Financial Institutions Act (FinIA). Marbell acts as a research/data publisher and not as a financial service provider to retail clients under FinSA; no client-advisor register entry or ombuds

affiliation applies to the Prediction Service. If you use the Prediction Service in a way that results in personalisation, execution, or other regulated activity, you are solely responsible for obtaining any required authorisations and complying with applicable rules of conduct. For clarity, Marbell does not provide “financial services” within the meaning of FinSA and therefore no FinSA duties (suitability, appropriateness, information, documentation, or best-execution) apply.

2.3 No Reliance; Independent Decision-Making; No Duty

You remain solely responsible for your trading and investment decisions. Past or simulated (backtested) performance is not indicative of future results. You should seek advice from a licensed adviser if you require personalised recommendations. You acknowledge that no fiduciary or advisory relationship is created by this Agreement, and you shall not rely on the Predictions as the sole basis for any investment decision. You will exercise independent judgment and, where needed, obtain advice from a licensed adviser. Marbell has no duty to update, correct, or continue publishing any Predictions and may modify, delay, or withdraw Predictions at any time.

3. License; Acceptable Use

3.1 Grant

Subject to timely payment of fees and compliance with this Agreement, Marbell grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence during the Subscription term to access and use the Prediction Service for your internal business or personal research purposes.

3.2 Restrictions

You and your Authorized Users shall not:

- reverse engineer, decompile, or derive source models from the Prediction Service;
- resell, redistribute, or provide the Predictions or derived datasets to third parties, except as expressly permitted in an Order;
- use the Prediction Service to provide investment advice, portfolio management, copy-trading, trade-execution, or order-routing services;
- present the Signals as personalized or suitable for a particular client or strategy;
- use automated means to scrape beyond plan limits or circumvent usage caps, seat limits, rate limits, or authentication;
- attempt to interfere with or impair the Service or related delivery infrastructure; or
- use the Service in violation of law (including market-abuse/manipulation prohibitions) or in connection with sanctioned persons or jurisdictions.

3.3 Accounts; Security

You are responsible for maintaining accurate account information, safeguarding credentials, and all activities under your accounts. Administrator-level users can modify settings and billing. Marbell is not liable for losses arising from unauthorized account use unless caused by our willful misconduct or gross negligence.

4. Intellectual Property; Data; Feedback

4.1 Marbell IP

Marbell and its licensors own all intellectual property rights in and to the Prediction Service, models, algorithms, documentation, websites, and any updates or improvements. Except for the limited license in Section 3.1, no rights are granted.

4.2 Customer Data

If you supply inputs (e.g., tickers, watchlists, prompts) ("Customer Data"), you grant Marbell a non-exclusive, royalty-free license to process such Customer Data solely to deliver the Prediction Service and operate, maintain, and secure it. You represent that you have all necessary rights to provide Customer Data.

4.3 Service Data and Improvements

Marbell may collect technical and usage information (e.g., delivery success, latency, aggregate performance metrics) to maintain, secure, and improve the Service, including to evaluate models and backtesting methodologies. Any such use will not identify you except as needed for support, billing, compliance, or security.

4.4 Feedback

If you submit ideas or suggestions, you grant Marbell a perpetual, irrevocable, royalty-free license to use them without restriction or compensation.

5. Fees; Billing; Taxes

5.1 Fees and Billing

Fees are set out on the pricing page or in an Order and may include tiered or usage-based components (e.g., credits/requests). Subscriptions renew per the Order. Except as required by law or expressly stated, fees are non-refundable. No Set-off; No Chargebacks. Fees are non-refundable except as expressly stated. You shall not set off or withhold payments based on claims or counterclaims. Chargebacks are a material breach and may result in suspension under 11.2.

5.2 Overages and Credits

If usage exceeds plan limits, overage fees may apply at standard rates. Unused included credits expire at the end of the billing period unless the Order states otherwise.

5.3 Taxes

Prices are exclusive of taxes. Swiss VAT (and other applicable taxes) will be added where required. You are responsible for any taxes related to your purchases, excluding taxes on Marbell's income.

6. Methodology; Performance; Conflicts; Governance

6.1 Methodology & Time-Stamping

Predictions are generated by machine-learning and statistical models based on historical and/or real-time market data and represent probabilistic model outputs, not certainties or trade instructions. Each published Prediction is time-stamped at issuance.

6.2 Performance and Backtesting

Any performance information is illustrative, may be hypothetical or backtested, and may not reflect transaction costs, liquidity constraints, slippage, or taxes. Past performance is not indicative of future results.

6.3 Conflicts of Interest

Marbell, its employees, and shareholders may hold positions in instruments covered by the Predictions. Marbell maintains internal guidelines intended to manage conflicts and prohibit misuse of non-public information.

6.4 Model and AI Governance

Marbell maintains controls over model changes, testing, monitoring, and human oversight intended to mitigate overfitting, bias, and technical malfunction.

7. Warranties; Disclaimers

7.1 Limited Service Warranty

During a paid Subscription, Marbell will use reasonable skill and care to provide the Prediction Service substantially as described in the applicable documentation. Your exclusive remedy for a verified material defect is re-performance or, if Marbell cannot re-perform within a reasonable time, a pro-rata refund of fees for the affected period.

7.2 Disclaimers

Except as expressly set out in Section 7.1, the Prediction Service is provided "as is" and "as available". Marbell disclaims all other warranties, whether express, implied, or statutory, including any warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, or uninterrupted/error-free operation. You acknowledge that AI/algorithmic outputs may be inaccurate, incomplete, delayed, or inconsistent and that you will exercise independent judgement before relying on them. Marbell shall have no liability for any trading or investment losses, including unrealized gains, opportunity costs, slippage, missed executions, or tax consequences, arising from or relating to use of the Predictions. You remain solely responsible for position sizing, risk management, and execution. Marbell shall not be liable for any loss of opportunity, missed trades, or indirect market exposure arising from delayed, inaccurate, or unavailable Predictions, and makes no commitment to update, maintain, or ensure the continuous publication of any Predictions.

7.3 Third-Party Data and Infrastructure

The Predictions may depend on third-party market data, networks, and platforms. Marbell is not responsible for errors, delays, outages, or inaccuracies attributable to third-party sources, connectivity, or providers, and no refunds or damages are due for such issues beyond the limited remedies in 1.4.

7.4 Entire Risk

You assume the entire risk as to results, performance, selection, suitability, and use of the Predictions, including any actions taken or not taken based on them.

8. Indemnities

8.1 IP Indemnity by Marbell

Marbell will defend and indemnify you against third-party claims alleging that the Prediction Service (as provided by Marbell) directly infringes a patent, copyright, or trademark under the laws of Switzerland or the EU, and will pay final damages awarded (or settlement sums approved by Marbell), provided that you: (a) promptly notify Marbell; (b) grant Marbell sole control of defense and settlement; and (c) provide reasonable cooperation. Marbell has no obligation for claims based on (i) use not in accordance with this Agreement, (ii) combination with items not supplied by Marbell, or (iii) modifications not made by Marbell. This indemnity does not apply to claims in jurisdictions outside Switzerland or the European Union, or to punitive or multiplied damages. Marbell's total liability under this Section 8.1 is included within, and will not exceed, the cap in Section 9.

8.2 Indemnity by Customer

You will defend and indemnify Marbell against claims arising from (i) your Customer Data; (ii) your breach of this Agreement; or (iii) your provision of regulated financial services (including investment advice or execution) using the Predictions.

9. Liability

To the maximum extent permitted by law: (a) neither party will be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for loss of profits, revenue, goodwill, savings, or data, even if advised of the possibility; and (b) each party's total aggregate liability arising out of or related to this Agreement will not exceed the fees paid and payable by you to Marbell under this Agreement for the twelve (12) months preceding the first event giving rise to liability. This cap applies to all causes of action and remedies—whether contractual, statutory, tortious, or otherwise—including indemnities, warranties, data-protection, and confidentiality obligations. No claim of any kind may exceed this aggregate cap, regardless of theory of liability. The foregoing will not limit your payment obligations or liability for breach of Section 3.2 (Restrictions).

10. Confidentiality

Each party will protect the other's non-public information designated as confidential or that should reasonably be understood as confidential ("Confidential Information"). Confidential Information excludes information that is: (i) already known without duty of confidentiality, (ii) publicly available without breach, (iii) independently developed without use of Confidential Information, or (iv) rightfully received from a third party without confidentiality duty. If legally required to disclose, the receiving party will (where lawful) give prompt notice and reasonably cooperate to seek protective treatment. Breach may cause irreparable harm—injunctive relief is available in addition to other remedies.

11. Term; Suspension; Termination

11.1 Term

This Agreement starts on the Effective Date and continues while any Subscription is active.

11.2 Suspension

We may suspend the Prediction Service immediately (with notice where practicable) if we reasonably believe your use (i) breaches this Agreement, (ii) poses a security, integrity, or availability risk, or (iii) violates law or third-party rights.

11.3 Termination for Cause

Either party may terminate this Agreement or an Order upon written notice if the other party materially breaches and fails to cure within 30 days after notice. Upon termination, your access ceases and all unpaid fees become due. Upon request and if all amounts due are paid, we will provide an export of any Customer Data that we still hold in a commonly used format for 30 days following termination.

11.4 Survival

Sections 2, 3.2–3.3, 4, 5 (as to accrued rights), 6, 7, 8, 9, 10, 11.4, 12, 13, and Exhibit A survive termination.

12. Compliance; Market Conduct; Sanctions; Export

You will comply with applicable laws, including Swiss financial market conduct rules (e.g., prohibitions on market manipulation and insider trading), and applicable sanctions administered by SECO, the EU, U.K., and (to the extent applicable) U.S. OFAC. You will not use the Prediction Service for or provide it to sanctioned persons or jurisdictions. The Prediction Service and underlying information may be subject to export controls; you represent you are not prohibited from receiving such services.

12.1 Cross-Border Access and No Solicitation

You are solely responsible for ensuring that access to and use of the Prediction Service complies with all laws and regulatory requirements of your jurisdiction. Marbell does not actively solicit or target customers outside Switzerland and may restrict access or terminate accounts to maintain compliance. Accessing the Service from abroad is deemed an unsolicited, user-initiated action.

13. Data Protection (Switzerland / EU)

Marbell processes personal data in accordance with the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU GDPR. Our privacy notice describes the purposes, legal bases, retention, recipients, and your rights. Where we act as a controller, we determine purposes and means of processing; where we act as a processor on your documented instructions (if applicable to specific deliverables), a separate data processing agreement may apply.

14. Publicity

With your prior written consent (email sufficient), Marbell may disclose that you are a customer for marketing purposes (e.g., name and logo placement). Either party may propose a case study subject to mutual approval.

15. Notices

Legal notices must be in writing and sent by email with confirmation, courier, or registered post to the addresses stated in the Order or your account. Routine operational notices may be provided via the Service dashboard or email.

16. Assignment

Neither party may assign this Agreement without the other party's prior written consent, except either party may assign to a successor in connection with a merger, reorganization, or sale of substantially all assets or voting control, provided the assignee is not a direct competitor of the non-assigning party and assumes all obligations. Any other attempted assignment is void.

17. Governing Law; Venue; Language

This Agreement is governed by the material laws of Switzerland, excluding conflict-of-law rules and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Zurich, Switzerland. The governing language of this Agreement is English.

18. Miscellaneous

This Agreement (together with the Orders and any referenced policies) constitutes the entire agreement and supersedes all prior understandings regarding its subject matter. Any amendments must be in writing and signed by both parties. If any provision is invalid, the remainder remains in force. No failure to enforce is a waiver. The parties are independent contractors. This Agreement may be executed electronically.

Exhibit A — Definitions

"Authorized User" means an individual you authorize to access the Prediction Service under your Subscription and plan limits.

"Customer Data" has the meaning in Section 4.2.

"Order" means an order form, online checkout, or invoice referencing this Agreement and specifying plan, term, pricing, and any special terms.

"Signals" means AI-generated predictive analytics, forecasts, or probability-based indicators provided by Marbell via the Prediction Service.

"Prediction Service" means Marbell's service that produces and delivers Signals (including dashboards, feeds, APIs, documentation, and updates) excluding any cloud hosting, developer tooling, or unrelated software services.

"Subscription" means a time-limited right to access the Prediction Service under plan limits and this Agreement.

"Swiss Business Day" means any day other than a Saturday, Sunday, or public holiday in Zurich, Switzerland.