

Privacy Policy and Terms of Use IR App

Last updated: 21/06/2018

1. General remarks

IMMOFINANZ AG (Commercial Register No. 114425y), Wienerbergstraße 11, A-1100 Vienna ("we" / "us"), provides and operates the Investor Relations Application ("IR App" / "App"). We undertake to respect your privacy by adhering to the applicable data protection laws and regulations, including the General Data Protection Regulation (EU) 2016/679 (the "GDPR").

We take the protection of personal data very seriously. The term "personal data" includes all information that could be used to directly or indirectly identify a specific person, in particular through the assignment of an identifier such as a name, an identification number, location data, an online identifier or one or more features expressing the physical, physiological, genetic, mental, economic, cultural or social identity of these persons. The aim of this Privacy Policy and these Terms of Use is to inform you about all the possible ways in which the personal data that you provide to us by using the app may be processed.

We kindly request that you carefully read the following Privacy Policy and Terms of Use which apply to use of the App.

2. How we process personal data in the IR App

You do not need to create a user name or password in order to use our app, as the use of our app does not require that you be identified.

However, you can provide us with personal data if you contact us (see "Contact" function).

3. Functions:

You can navigate the app using the menu items.

a. Subscription to push notifications for information purposes

If you wish, you can subscribe to push notifications. When you open the app for the first time after it has been installed on your phone, you will be asked if we may send you notifications. The sending of these notifications does not allow individual users to be identified.

The push notifications can contain the following information:

- Ad hoc messages
- Corporate news

- Announcements
- Dates
- Reports

You can unsubscribe from push notifications at any time by changing the settings on your mobile phone.

b. "News articles"

The app provides you with updates about news and events such as press reports/corporate news, ad hoc messages, mandatory notifications, which have been published on the company website www.immofinanz.com.

c. Share Price

Here you can view the detailed IMMOFINANZ Share Price Chart and use the following functions:

- Display of a specific time frame
- Activation and deactivation of the benchmark ATX index or EuroStoxx 50 for the Immofinanz share price.
- Average representation
- Selection of chart type
- Display/hide volume.

d. Downloads

In the "Downloads" area you can find documents which are available to download (including for download/offline) in the following document categories:

- Annual reports
- Quarterly reports
- Presentations (results and investor presentations)

e. The "More" area

From this area you can access the following options:

- About us
- Calendar
- Executive Board
- General meeting (this menu item is activated depending on the date of the general meeting)
- Contact (Investor Relations Team)
- Legal notice

4. How we share your personal data

The app developer is bitsfabrik GmbH, Schönbrunner Straße 131 / 2 / 3 – 1050 Vienna, Austria:

Our app developer has access to the app and the data used as part of the programming services and other services they provide. If you provide us with personal data, this data will be stored with us and will not be physically transferred in any way.

5. Updates to this Privacy Policy and these Terms of Use

This Privacy Policy and these Terms of Use may be subject to amendment and revision. The "Last updated:" item on the first page of this agreement tells you when the last update took place.

Amendments enter into force when they are published on the website.

6. Your right to object, access information, make corrections, request deletion, impose limitations and right to data portability

You have the right to request information about if and how we process your personal data as well as the right to object to its processing, make corrections to said data, request its deletion, limit the ways in which it is processed and the right to data portability. If you wish to assert these rights or obtain additional information about these rights, please use the downloadable web form, available at <https://www.immofinanz.com/dsgvo> or apply to us in writing at the following address:

IMMOFINANZ AG

for the attention of the Data Protection Coordinator

Wienerbergstraße 11

1100 Vienna, Austria

If you believe that by processing your data we are in contravention of applicable legislation, you can lodge complaints with the responsible supervisory authority, which for Austria would be the Austrian Data Protection Authority (österreichische Datenschutzbehörde).

Requests made in connection with the right to object to data processing, make corrections to said data, request its deletion, limit the ways in which it is processed or the right to data portability according to articles 15 to 22 of the GDPR will be complied with immediately, and in any event within one month of receipt of the request. This period can be extended by a further two months if such is required due to the complexity of the request or the number of requests.

7. Links to third-party websites

This Privacy Policy and these Terms of Use do not apply to third-party websites for which we have provided links or to which you have been redirected. We are also not responsible for any

subsequent data processing carried out by the operators of these websites in these instances.

8. Cancellation/termination

We reserve the right to refuse access to the app's functions, either in part or in full, or the user content, either in part or in full, if good cause for such a course of action exists, especially where there has been a breach of this Privacy Policy or these Terms of Use. We accept no liability or losses or damages which you may suffer as the result of such justified termination of use.

9. Saving your user content

If you provide us with personal data, we process this on the basis of the consent you have granted us, provided you have not revoked this consent, or on the basis of the enquiry or message you submitted by contacting us. If unlawful or misleading personal data is used, if you have committed an offence or an attack is made against the system, we can immediately delete your data. If it is suspected that a criminal offence has taken place or if a liability claim has been made under civil law, we can, however, store the data for the duration of the proceedings.

We are not obliged to offer compensation for any losses or damages incurred as the result of justified deletion or the decision to not store information, communications or other user content.

10. Changes to or termination of operation of the IR App

We will endeavour to ensure that the app's services and functions always remain available. However, if operation of the app (or parts of functions) is interrupted, altered or limited, either temporarily or permanently, we accept no liability for losses or damages suffered as the result of the implementation of such measures.

11. Exclusion of warranty and liability

We have made all reasonable efforts to ensure that the information provided in this app is correct and complete at the time it is made available. However, unintentional and accidental errors may occur, for which we apologise.

We make no representations and give no warranties or guarantees in relation to the information made available in this app. We also reserve the right to make changes or additions to the provided information without prior notice. We are not liable for incorrect or missing information, and thus all decisions relating to the information provided in the app are entirely and solely the responsibility of the user. In particular, we are not liable for direct, concrete damages or consequential damages, or other damages of any kind, which are suffered as the result of any reason whatsoever in connection with the indirect or direct use of the provided information,

including (hyper)links.

12. Validity of the agreement (severability clause)

Should any part of this Privacy Policy or these Terms of Use prove to be illegal, ineffective, invalid or unenforceable, the effectiveness and validity of the remaining provisions shall not be affected.

13. Applicable law and place of jurisdiction

This Privacy Policy and these Terms of Use are intended for people residing in Austria. Austrian law applies to this agreement and any disputes or proceedings arising from this agreement fall within the jurisdiction of a competent court in Austria.

14. Contact information

If you wish to assert the claims and rights granted to you under the terms of this Privacy Policy and these Terms of Use, or obtain further information, please contact us using the following details:

IMMOFINANZ AG

Wienerbergstraße 11, 1100 Vienna, Austria

Commercial Register No. 114425y

<https://www.immofinanz.com/dsgvo>

We will try to comply with all requests as soon as possible. However, if longer processing times are required, we kindly ask for your understanding in this matter.