

**TERMS AND CONDITIONS  
FOR FINOR WEB SERVICES**

**SECTION I – INTRO**

(1) This document incorporates the terms and conditions applicable to Finor Web Services provided by **Finor Tech S.A.** (a Romanian company with registered head-office in Romania, Bucharest, at 58 General Petre Popovăț, Room 3, app.7, registered with Trade Registry under no. J40/426/2022, (EUID): ROONRC. J40/426/2022, sole registration number 45461942) ("**Finor**")/the "**Provider**") and comprises of: Section I (Intro) and Section II (Finor Platform Services), and any other document linked/expressly referenced herein (together, "**Finor T&C**").

(2) This document is meant to explain to you (User/Client), as clear and transparent as possible, the way you may use Finor Web Services. Finor T&C is subject to modifications by Finor. Each time Finor makes modifications to the Finor T&C, Clients will be notified (*e.g.* in their Client Accounts).

(3) Please read carefully the Finor T&C; if you do not agree with any provision of the Finor T&C, you must immediately: (i) stop using any Finor Web Service, (ii) stop registration process on Finor Platform, (iii) desist from showing acceptance of any contractual documentation regarding Finor Web Service/Finor Platform.

(4) **Finor Web Services** are provided by Finor via the Finor Platform (the "**Finor Platform Services**") and via the Finor websites (the "**Finor Services**"). They are available only online (via the Internet); Finor does not guarantee the functioning of the Finor Web Service on any device belonging to any user.

(5) **Finor Platform** is a web-based platform (app) working as a tool that presents Finor Platform Clients with overviews of their own investments across various types of asset portfolios and across multiple geographies. The Finor Platform Services are described in detail on the Finor Platform.

(6) Users that access/engage with any Finor Web Services without registering accounts on the Finor Platform are still bound by **Terms and conditions for Finor web services**, that shall apply to Finor Services *mutatis mutandis* (references herein to the Finor Platform Services, shall be considered made to Finor Services). By using Finor Web Services without registration, Users (alternatively referred to as "**Users**" /"**you**" /"**your**") agree with Finor T&C.

(7) Users that successfully register client accounts on the Finor Platform in accordance with Finor T&C are hereinafter referred to alternatively as "**Clients**" /"**you**" /"**your**" and are entitled to access the Finor Platform Services in accordance with the relevant Customer Agreement.

(8) By accessing any Finor Web Services, respectively by entering into a Customer Agreement, you declare you have read and agree with the Agreement and you are the age allowing you to act with full capacity and be engaged in contractual relationships. For Romania, this means the age of 18 years old.

(9) Finor shall not be liable for any loss or claims resulting from Finor's reliance on any instruction, notice, document or communication reasonably believed by Finor to be genuine and originating from the User/Client. If Finor has reasonable doubts of the authority of any instruction notice, document or communication, Finor reserves the right to perform additional authentication/identification checks, before further interactions with you (*e.g.* access to Finor Web Services/access to Client Account may be suspended/restricted until further clarifications are obtained/checks are satisfactorily completed).

**SECTION II - FINOR PLATFORM SERVICES**

**A) Finor Platform Services**

**(A.1) Description.**

(1) Through the Finor Platform Services, Finor makes available to each Client the possibility to: (i) upload information and documentation regarding their asset portfolio (mainly: bonds, mutual funds, stocks, real estate, banking investments, private investments) (any and all, the "**Asset Portfolio**"); (ii) update information/documentation on their Assets Portfolio; (iii) access available estimates/overviews regarding the evolution of their Assets Portfolio, based on overall estimates and/or services contracted from our licensors/data providers; (iv) generate (rough) estimates of state duties/taxes for the Asset Portfolio; (v) access information on offers from various providers of services that could be of interest for their Asset Portfolio management; (vi) access various news.

(2) The Client acknowledges and warrants they shall use the Finor Platform Services only with respect to its own/personal Asset Portfolio (*i.e.* that the Client owns/is title holder of).

(3) The Client will not gain access or be entitled to any program code with respect to Finor Platform.

**(A.2) Quantity:**

(1) Each subscription plan is associated with 1 (one) Client Account. Each Client Account is associated with 1 (one) individual (*i.e.* the Client).

(2) Finor Platform Services provided with respect to 1 (one) Client Account represents 1 (one) subscription plan.

**(A.4) Quality:**

(1) Finor Platform Services may not be available at all times and/or uninterruptedly; they may not work continuously or in the same way.

(3) There may be cases when the Finor Platform Services may be interrupted, including without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

(4) Finor Platform Services are provided via the Client Account, under the format/design decided exclusively by the Provider (*e.g.* interactive dashboards, reports, statements). If such format requires the input of Client Content in a certain manner, the Client shall deliver the Client Content accordingly.

(5) For the provision of Finor Platform Services, Finor may work with/use/contract integrations with various providers that license/sublicense towards Finor various use rights (*e.g.* right to access estimates and aggregate data/market evolutions/statistics). Some functionalities of the Finor Platform Services may change/become unavailable/impose tariff increase due to such licensors/sub-licensors. Finor

(6) Finor shall not be liable for any damages/penalties/costs claimed by the Client as a consequence of changes/interruptions/discontinuance as above.

**(A.6) Language:** Finor Platform Services are provided in the English language as primary language.

Technical support/correspondence shall be provided/carried out in English / Romanian.

**(A.7) Modifications.**

(1) Parties agree that Finor has the right make modifications to the Finor Platform Services. Finor shall exercise this right especially when it is necessary to ensure security/conformity (*e.g.* adding functionalities/changing characteristics, changing design of presentation of information/provision of the Finor Platform Services, expand/diminish functionalities, etc.). Also, it may decide to abandon/discontinue certain functionalities/contents available via the Finor Platform.

(2) Where a modification negatively impacts, in more than a minor manner, the access or use of the Finor Platform Services, the Client enjoys as a result

of such a modification the right to terminate the Customer Agreement (for convenience), free of any charge for the termination, in accordance with Clause H (d) herein.

**(A.8) Updates (including for security reasons).** In this respect, the Client acknowledges and agrees that:

- Updates of Finor Platform Services may become necessary (for ensuring characteristics, for security reasons, etc.) and shall be implemented as soon as they become available;
- Finor does not undertake the obligation to provide updates; also, Finor does not undertake that the Finor Platform Services shall be in the most recent version available at the Effective Date;
- In case the Client's action is necessary for the update, Client's failure to act may lead to improper access to Finor Platform/Finor Platform Services and Finor shall not be liable for any consequences thereof.

**(A.9) Aspects relating to objective and subjective conformity.**

(1) The Client acquires the Finor Platform Services being aware of the following:

- (a) Finor Platform Services are innovative services, strongly relying on specific know-how and innovation of the Provider; and
- (b) Services of the same type cannot be indicated, nor relevant technical standards or sector-specific industry codes of conduct. Therefore, Finor Platform Services shall be provided as described in the Customer Agreement; and
- (c) The Client cannot claim that Finor Platform Services must be of a quantity and/or to possess qualities and performance features (including in relation to functionality, compatibility, accessibility, continuity and security), other than as prescribed in this Customer Agreement; and
- (d) Any Finor Platform Service/Finor Web Service is provided "as is" and "as available", with no implied or express warranty (by Finor or its licensors/sub-licensors/providers) that they will meet purposes/characteristics/performance/standards other than mentioned in the Customer Agreement, or that they will work uninterruptedly, always in a timely manner, safely, error free or free of harmful components/viruses; and
- (e) The Client is not allowed to license, sell, transfer or otherwise entitle other person/entity to use the Finor Platform Services for business purposes or by breaching the Customer Agreement. Proxies' actions shall be considered Client's actions; and
- (f) The Client warrants they shall not use the Finor Platform Services/Client Account with a view to/for carrying out commercial activity or trade.

(2) Finor Platform Services promoted/provided to Clients are not and shall not be interpreted/regarded/relied upon as:

- any type of professional services, whether subject to regulation or not (e.g. the Finor Platform Services are not advisory, financial, banking, tax or legal consultancy, legal representation, stock trading, crowdfunding, accounting or audit services, credit/insurance brokerage);
- any type of mandate to Finor, to manage/administrate/operate/trade with the Asset Portfolio;
- any type of data hosting/storage/back-up/archive services;
- payment processing;
- fiduciary services.

## **B) Documentation**

(1) Any materials/works/reports generated by the Finor Platform Services/in the Client Account, via the Finor Platform Services (e.g. reports/statements/overviews – the "Documentation") shall constitute and be considered as mere drafts/proposals (for example, they shall not be

qualified as stemming from work-made-for-hire or professional advice of Finor).

(2) The Documentation relies exclusively on the quality, correctness and completeness of the Client Content. The Client is solely responsible for the Client Content and quality, correctness and completeness thereof, as well as for the consequences of using the Client Content.

(3) The Client shall use the Documentation at its own risk. Finor rejects and waives any liability for the consequences of Client's using the Documentation, for any purpose.

(4) The Client shall keep Finor harmless from any liability/claim that the Client/a third party may have based on the Documentation.

(5) The Client cannot hold Finor liable for the contents of the Documentation.

## **C) Client Account**

### (C1) Client Account Set-up

(1) The User must provide its personal data for the set-up of the Client Account on Finor Platform, as such shall be requested in the registration form available on Finor Platform. The data must be true, accurate and complete.

(2) Upon successful registration on the Finor Platform, a Client Account is set-up. The Client Account is the section allocated on Finor Platform for each registered Client, where Finor ensures the provision of the Finor Platform Services.

(3) The Finor Platform is addressed only to individuals, and therefore only individuals may register Client Accounts with Finor Platform and benefit from the Finor Platform Services. Legal entities/companies cannot hold valid accounts on the Finor Platform.

(4) You represent and warrant that at no point shall you impersonate any person or entity or misrepresent any affiliation of a person or entity.

(5) The Client hereby undertakes to keep confidential and safe the connecting credentials used for accessing the Client Account, to prevent any risk of unauthorized access to the Client Account/Finor Platform.

(6) The Client is liable for all their operations made via their Client Account.

(7) The Client represents and warrants that: (i) all information and data provided upon registration of the Client Account/during the term of the Customer Agreement are complete and accurate; (ii) it shall keep such information and data in an accurate and precise form and shall notify Finor in a timely manner of any changes thereto; and (iii) is not bound by any legal or contractual impediments that could prevent the Client from registering a Client Account/entering into and performing the Customer Agreement.

(8) The Client understands that part of the Finor Platform Services there could be services involving the presentation of offers/news in Client's Account and Client's consent for such manner in which Finor Platform Services work shall not be necessary.

### (C3) Suspension/deletion of the Client Account; suspension of Finor Platform Services

(1) Finor may, at any time, **suspend** Client's access to Client Account / Finor Platform Services and/or limit or terminate the Client's access to Finor Platform, without prior notice, in any of the following cases:

- (i) The Client/Client's proxy is in breach of any of the terms of the Customer Agreement (including if the Client failed to comply with payment obligations)/fails to comply with the applicable law or the

- order or decision of any courts, authorities and/or public/government bodies;
- (ii) The Client fails to make payment in full of due the amounts owed to Finor for the provision of Finor Platform Services;
- (iii) Client is suspected of fraudulent actions/breach of the Finor Services Terms of Use.
- (iv) The Client and/or any proxy's access/use of or registration (i) pose(s) a security risk to the Finor Platform Services or any third party, (ii) may adversely impact the Finor Platform Services/Finor Platform or the systems/property or content of any other Finor client, (iii) may subject us, our affiliates, or any third party to liability/claims, or (iv) may be fraudulent;
- (v) the Client infringes intellectual property rights (including of third party);

(2) Finor (at its discretion) may (but is not obliged to) lift the suspension only after the Client performance the obligations/the situation that has triggered such suspension is remedied, under the conditions indicated by Finor.

(3) If we suspend your right to access or use any portion or all of the Finor Platform Services / Finor Web Services: (a) you remain responsible for all fees and charges you have incurred through the date of suspension; (b) we will not erase any of Client Content as a result of your suspension, except as specified elsewhere in this Customer Agreement and (c) you are not entitled to any reimbursement of amounts already paid and cannot claim damages/costs of any kind, no matter the grounds and duration of suspension. Our right to suspend your and/or any proxy's right to access and/or use the Client Account /Finor Platform Services is in addition to our right to terminate this Customer Agreement pursuant to Clause H /to apply delay penalties / to take other measures according with the Customer Agreement/law.

(4) The Client may choose to **delete** its Client Account or **cancel his subscription** at any time, for any reason whatsoever, following the instructions provided in Finor Platform, or by sending a message to the email address office@finor.ro. The Client Account shall be deleted / cancelled by Finor upon the expiration of an exit period of 30 (thirty) business days as of initiation of the deletion/cancellation. The deletion of the Client Account shall trigger the final and irreversible deletion of all information and data related thereto, and Finor shall not be held liable for non-retention of such information and data. The Client Account cannot be restored after the deletion date. The deletion of the Client Account shall not affect the Client's outstanding obligations or those which survive the termination of the Customer Agreement (e.g. outstanding payment obligations).

(4) Finor shall not be liable for any damages/penalties/consequences/costs claimed by the User/Client regarding termination/deletion of the Client Account in accordance with the Customer Agreement.

#### **D) Customer Agreement**

##### (D.1) Customer Agreement entry into effect

(1) A customer agreement is legally formed between a User and Finor, for the provision of the Finor Platform Services, when the User, successfully and cumulatively:

- (i) submits an order for Finor Platform Services, by selecting on Finor Platform, out of the types available on Finor Platform, the Finor Platform Services subscription plan it wants – the “**Subscription Plan**”; **and**
- (ii) completes the registration of Client Account on Finor Platform; **and**
- (iii) agrees to contract the Finor Platform Services, by pressing the “*I have read and I accept the Finor T&C*” button available in the Client Account registration process on the Finor Platform; **and**

- (iv) confirms it has been informed on the personal data processing terms, by pressing the “*I have read and I accept Finor Privacy Policy*” button available in the Client Account registration process on the Finor Platform; **and**
- (v) pays the Fee due for accessing, during the Trial Period, the Subscription Plan.

(2) The version of the Finor T&C for which User's agreement is indicated as per the above represents the customer agreement (the “**Customer Agreement**”), that will govern the Subscription Plan throughout the **Term** (during the Trial Period, the Term shall be represented by the Trial Period) for which the **Fee** is paid by the Client (during the Trial Period, the Fee shall be represented by the special Fee for the Trial Period), with the Client being considered Finor's contracting party under the said Customer Agreement. Finor T&C may be amended in accordance with this document.

(3) The Customer Agreement is considered signed and takes effect on the date the Client's agreement is registered in Finor Platform and the Client receives confirmation via the e-mail address given for Client Account set-up (the “**Effective Date**”). We are entitled to accept or reject any request for Client Account set-up / any order for Finor Platform Services.

(4) The Customer Agreement will be available in the Client Account. The Client may download/print copies thereof – in any case, the version available in Client Account shall prevail over any printed/copied version.

(5) If the User does not complete the registration process/express their agreement to the Finor T&C/pays the Fee for the Trial Period, no customer agreement enters into effect and you may not use the Finor Platform/any Finor Platform Services.

##### (D.2) Subscription Plan. Fee. Trial Period

(1) Finor Platform Services under the Subscription Plan are provided only if due payments are made by the Customer. Any Fee owed under the Customer Agreement must be paid by the Client online via valid payment card. Data of payment processors shall be available on Finor Platform.

(2) Unless otherwise indicated, the Finor Platform Services are provided for the first 7 (seven) days as of the Effective Date (the “**Trial Period**”) in exchange for a **special Fee** paid by the Client upon Client Account registration.

(3) The Client agrees that, upon paying the special Fee for the Trial Period, a recurring payment mechanism shall be activated with the payment processor and the Client's payment card details shall remain available to the payment processor for further payments to Finor in accordance with the Customer Agreement. Payment card data shall not be visible to Finor. By entering into the Customer Agreement, the Client is also deemed as having agreed with the use by Finor of third-party payment processor, as expressly having consented to the collection and processing of necessary data for the processing of payments in relation with Finor (e.g. processing of card details) and as expressly having consented with the direct debiting of its payment card, with the due amount of the Fee for Finor Platform Services, on payment due date. The Client may terminate the Customer Agreement for convenience, in accordance with Clause H (d) herein, in case the Client does not agree with any of the terms of the third-party payment processor / wants to prevent further debiting of its payment card, without being entitled to any kind of indemnification/damages/cost/subscription reimbursement from Finor.

(4) During the Trial Period and provided it qualifies as a *consumer* as per the law, the Client may exercise its legal right to withdraw from the Customer Agreement (a distance contract), by notifying Finor, at email address

office@finor.ro, its will to withdraw from the Customer Agreement. No penalty will be charged by Finor for Client's withdrawal from the Customer Agreement during the Trial Period. The Customer Agreement will terminate upon Finor's confirmation of receipt of withdrawal notice. The customer is also able to cancel his subscription using Finor Platform, section My Subscription

(5) The Trial Period is designed for Client to test the Finor Platform Services. The Client may benefit from the Trial Period only once (e.g. if after the elapse of the Trial Period, a new Client Account is set up for the same Client, no Trial Period shall apply).

(6) The Client accepts that, during the Trial Period, certain functionalities and/or features of the Subscription Plan may not be available, as indicated, if the case, on Finor Platform.

(7) If: (i) until the elapse of the Trial Period, the Client has not sent a withdrawal notice (if applicable, as per paragraph (4) above) or has not cancelled its subscription via the "cancel" option available in its Client Account, (ii) during any Term, the Client has not cancelled its subscription via the "cancel subscription" option available in its Client Account, Finor shall make the order for using the recurring payment mechanism and debit the Client's payment with the Fee for the Subscription Plan for the next Term. If payment is successful, Finor Platform Services of the Subscription Plan shall be provided during the following Term and the duration of the Customer Agreement shall be considered prolonged with the Term. If payment cannot be completed successfully, Clause D.3 paragraph (6) shall apply.

#### (D.3) Other payment-related aspects

(1) Any fee owed to Finor shall must be paid in RON (Romanian Leu); taxes/duties/bank commissions may apply to payments, in excess of the Fee owed to Finor.

(2) Finor shall send invoices to the Client (e.g. to the Client Account/ via e-mail). The Client accepts for the communication of any invoice to be performed via e-mail and/or Client Account. It is the Client's responsibility to ask us for the invoice it has not received and the Client cannot suspend payment claiming it has not received the invoice.

(3) In case the details of the payment card are stored by the third party payment processor, Finor shall debit the payment card with the invoiced Fees, in accordance with the Customer Agreement.

(4) The Client may upgrade or downgrade their Subscription Plan at any time by accessing the My subscription section in the Client Account or by sending a specific request via e-mail at office@finor.ro. Any change of the Subscription Plan during the billing period will automatically generate a pro-rated invoice reflecting the respective change.

(5) Any additional charges /duties that may be applicable to you, given your country of residence, must be borne by you; we have no control over these charges. Tax/customs policies vary widely from country to country, so you should contact your local offices for further information. If Finor has the legal obligation to pay or collect such taxes/levies for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless we instruct you otherwise (e.g. we instruct you to provide us with a valid tax exemption certificate authorized by the appropriate taxing authority).

(6) Any payment must be made before the elapse of the ongoing Term (in advance for the following Term). In case a third-party platform/service is used by Finor for payment operations (e.g. third party payment processor), the Client's approval on automatic debiting of payment card shall be deemed

as given in accordance with this Customer Agreement. In case the Client withdraws its approval on the transaction and/or the payment cannot be performed (e.g. insufficient funds in Client account) and/or the Client fails to make the payment of due Fees for any reasons outside Finor exclusive fault, the Client shall be deemed late in payment, and Finor shall have the right to immediately suspend, totally or partially, the provision of the Finor Platform Services and/or Client's access and/or use of Client's Account and/or of Finor Platform, without owing a prior notice to the Client. Restoration of the Finor Platform Services/ (full) access to Client Account/ shall be made by Finor immediately any outstanding payment is made in full by the Client, provided however that deletion/cancellation of the Client Account (as per Clause D.2 paragraph (7)) or Client Account deletion (as per Clause C paragraph (4)) has not been performed.

(7) We may increase or add new fees and charges for any existing or new Finor Platform Services and such will be effective when we post updated fees and charges on Finor Platform, unless we expressly state otherwise in a notice/it is otherwise agreed by the parties in writing (e.g. special terms).

(8) Changes (Upgrades/Downgrades): If the Client changes between subscription plans (upgrades/downgrades) or supplements/eliminates add-ons or makes other changes allowed, during a billing period, the Fee will be adjusted accordingly as of the date of the change and amendments implemented once the payment is made by the Client.

(9) If any payments for due amounts are not received from you by the due date, then at our discretion, such amounts due may accrue late interest at the rate of 0.5% of the outstanding balance per each day of delay, from the date such payment was due until the date of payment; such measures shall be in addition to any other measures taken by Finor as per this Customer Agreement for delay in payment (e.g. suspension of the Finor Platform Services).

(10) In case the Client is late in making any due payments with more than (thirty) 30 days, Finor may, without limiting its other rights and remedies, unilaterally terminate the Customer Agreement for Client's fault, upon a written notice sent to the Client (e.g. by email), no further formality or court intervention being necessary.

(11) Reasonable and good faith disputes on the invoices may be done by the Client via email address office@finor.ro; disputes shall not suspend obligation to pay and/or other measures that Finor may take as per the Customer Agreement; Finor shall evidence in next invoices any necessary correction and amounts invoiced in excess shall be deducted in the following invoices.

(12) Charging the Fees/you owing the Fees is not dependent on your actual/effective usage of the Finor Platform Services and you cannot request reimbursement grounded on not using the Finor Platform Services.

(13) You are solely responsible for any and all costs, including without limitation wireless and cellular data costs, you may incur as a result of the usage of the Finor Platform Services and/or as a result of data, information and Client Content submitted or received by device/equipment through the Finor Platform Services. You are solely responsible to pay for any Third-Party (i.e. other than Provider's) services.

#### **E). Rights and responsibilities of the Client**

(1) For the Term and subject to duly performance of its obligations (e.g. payment of Fees), and except as otherwise set forth in this Customer Agreement, the Client is hereby granted with a revocable (at any time), non-exclusive, worldwide, non-assignable/non-transferable/non-sub-licensable

right to access and use the Finor Platform Services, solely for Client's use and subject to the terms of the Customer Agreement.

(2) The Client may access and use the Finor Platform Services exclusively in accordance with this Customer Agreement. The Client hereby adheres to all laws and regulations applicable to its use of the Finor Platform Services, including any terms or policy of the Customer Agreement. Client: (i) is at all times responsible for its compliance with the Customer Agreement, (ii) is at all times solely responsible for the accuracy, quality, integrity and legality of Client Data and any information/materials the Client enters or uses through the Finor Platform Services/Client Account, (iii) shall use all efforts to prevent unauthorized access to or use of the Finor Platform Services/Client Account, and (iv) shall notify Finor promptly of any such unauthorized access or use (including in case of suspicion of unauthorised access or use of Client Account), via email to office@finor.ro.

(3) The Client agrees that the Services may be subject to limitations, as indicated on the Finor Platform/Client Account. In addition, the Client acknowledges and agree that Finor may monitor Client's use of the Finor Platform/Client Account/Finor Platform Services and, if case, collect data regarding such use for, among other purposes, maintaining and improving the Finor Platform/ Finor Platform Services, checking Client's compliance with our usage limitations and guidelines and/or for verifying that the Finor Platform/Client Account/Finor Platform Services is/are not used for illegal purposes. To the extent that we discover or become aware (including by notification by relevant authorities) that the Client is using the Client Account/Finor Platform Services in contravention of this Customer Agreement, or in any manner in breach of applicable law, we reserve the right to deny the Client access to the Client Account/Finor Platform Services /immediately suspend, for unlimited duration, Client's access / use of the Client Account/Finor Platform Services, and, if the case, immediately terminate access to Client Account / cancel Client Account and/or terminate this Customer Agreement as per Clause H (c) with no obligation on our part to reimburse any amounts and/or to cover any costs/damages/claims made/asked by the Client/other party.

(4) You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of Finor Platform/Client Account. Also, you will not and will not assist or enable others to:

- (i) breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, our Privacy Policy, or the Finor T&C;
- (ii) use Finor Platform/ Finor Platform Services/Client Account for any commercial or other purposes that are not expressly permitted by these Finor T&C or in a manner that falsely implies a partnership with, or endorsement by, Finor or otherwise misleads others as to your affiliation with Finor for commercial pursues;
- (iii) copy, store or otherwise access or use any information, including personally identifiable information about any other user/client, in any way that is inconsistent with our Privacy Policy or these Finor T&C or that otherwise violates the privacy rights of other Users or of third parties;
- (iv) use, copy, display, mirror or frame Finor Platform/ Finor Platform Services/Client Account or any individual element thereof, Finor's name, trademark, logo or other proprietary information, or the layout and/or design of any page or form contained on a page in the Finor Platform, without Finor prior express written consent;
- (v) dilute, tarnish or otherwise harm Finor brand/name in any way, including through unauthorized use of content on Finor Platform/ Finor

Platform Services/Client Account, registering and/or using Finor or derivative terms, in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Finor domains, trademarks, names, copyrights, or Finor contents;

- (vi) use any "robots", "spiders", "crawler", "scraper" or other automated means or processes to access, collect data or other content from or otherwise interact with Finor Platform/ Finor Platform Services/Client Account, for any purpose;
- (vii) avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Finor or any Finor providers/licensors/other third party to protect Finor Platform/ Finor Web Services;
- (viii) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide Finor Web Services/Finor Platform;
- (ix) take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Finor Platform/ Finor Platform Services/Client Account; and/or
- (x) violate or infringe anyone else's rights or otherwise cause harm to anyone.

(5) The Client is not allowed to: (i) make the Finor Platform Services available to any third party (for free or otherwise), (ii) sell, resell, rent or lease, assign or transfer the Finor Platform Services, (iii) use the Finor Platform Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights, (iv) use the Finor Platform Services to store or transmit Malicious Code, (v) use the Finor Platform Services to interfere with or disrupt the integrity or performance of the Services or third-party data/contained therein/Third Party content, (v) create derivative works based on the Finor Platform Services, (vi) copy, frame, replicate or mirror any part or content of the Services, (vi) reverse engineer the Finor Platform Services or any part thereof, or (vii) (attempt to) gain unauthorized access to the Finor Platform Services or their related systems or networks. The Client may not use the Finor Platform Services/Client Account to build a competitive product or service to the Finor Platform Services.

(6) The Client must ensure duly and timely make the payment of any and all Fees due in accordance with the Customer Agreement.

(7) The Client is solely and fully responsible for the upload, development/update, content, operation, maintenance and use of Client Content. For example, Client is solely responsible for: (i) uploading the Client Content; and (ii) compliance of Client Content with the Customer Agreement and any other applicable policies and laws. The Client will, with no delay, provide to Finor information and/or other materials related to Client Content as reasonably requested by Finor to verify the Client's compliance with the Customer Agreement. Also, the Client undertakes to reasonably cooperate with us to identify the source of any problem with Finor Platform/Finor Platform Services that we reasonably believe may be attributable to Client Content.

(8) Except to the extent that our exclusive gross fault is retained as per the Customer Agreement, (i) the Client is solely responsible for all activities that occur under Client Account, regardless of whether the activities are authorized by the Client or undertaken by the Client or a third party (including your proxies), and (ii) we are not responsible for unauthorized access to Client Account. The Client understands and accepts that password (Log-in credentials) is for its internal use only and the Client must not sell,

transfer or sublicense them to any other entity or person, while the Client remains responsible for any access / use performed by Client's proxies.

(9) The Client must ensure that Client Content and/or the Finor Platform Services under the contracted Subscription Plan will not violate any provision of the Customer Agreement or any applicable law.

(10) The Client is responsible for properly configuring and using the Client Account/Finor Platform Services/Client Content and otherwise taking appropriate action to ensure access to, secure, protect and backup Client Account and/or Client Content in a manner that provides appropriate security and protection, which could include for example use of encryption to protect Client Content from unauthorized access, routinely archiving Client Content, etc. Also, the Client is solely responsible for ensuring back-up to its Client Content (including to any Documentation).

(11) The Client is solely responsible for proxy's use/use of other user entrusted by Client, of Client Content and of the Finor Platform Services. The Client undertakes to ensure that all proxies/end users comply with Client's obligations under this Customer Agreement. If the Client becomes aware of any violation of its obligations under this Customer Agreement caused by an end user/proxy, the Client must immediately suspend/terminate such user's access to Client Content, Client Account and the Finor Platform Services. Nevertheless, the Client will remain at all times liable for all prejudice caused by such proxy/end user. We do not provide any support or services to proxy/user, unless we have a separate agreement with you or an end user/proxy obligating us to provide them.

(12) The Client shall be responsible for its own devices, systems, applications, connections and software used to access/use the Client/Account / Finor Platform Services. The Client shall be responsible for the protection of the Client's data communications and data systems and costs for communications and other comparable costs related to use of the Finor Platform Services/Client Account and access to Finor Platform as per the Customer Agreement.

(13) Finor shall have no liability or responsibility for any loss or damage, however caused, arising from any loss of any content (including Client Content).

#### **F). Rights and responsibilities of Finor**

(1) Finor agrees to use reasonable efforts to satisfy requirements with respect to: (i) continuous (24/h/7 days) provision of the Finor Platform Services and minimum interruptions on the Finor Platform Services/Finor Platform (except in case of planned interruptions or delays/malfunctions due to causes outside Finor exclusive control / Finor will - e.g. delays caused by internet connectivity, electricity, etc., or in order to ensure the security or integrity of our systems/platform); (ii) creating reasonable technical conditions necessary for access and use of the Services - this shall not qualify as Finor's undertaking to warrant for protection against fraud/viruses/other events likely to occur in an online environment, or for 100% security/availability; (iii) timely intervention in case of technical issues affecting the functioning of Finor Platform - insofar as they are under Finor's exclusive control and are not caused by a cause exterior to or not directly imputable to Finor, or by a force majeure/fortuitous case or by a third party's/Client's fault/intervention.

(2) Finor shall not be liable in any situation and/or for any damage (claimed as) caused directly or indirectly, or for any direct or indirect losses (such as loss of profit/loss of clients/loss of data/loss of revenues, etc.) suffered / claimed as suffered following/due to the use or interruption/suspension of (using) the Finor Platform Services/the Finor Platform.

(3) The Parties agree that any liability of Finor in terms of warranty (e.g. Finor Platform Services not performing according with the legal warranty) shall be settled exclusively by reduction of Fee owed by the Client in the following Term, pro-rata with the non-functioning Finor Platform Services; no re-performance of the Finor Platform Services or other damages/penalties shall be due by Finor in case any breach of warranty occurs. Also, the Client retains the right to terminate the Customer Agreement.

#### **G). Confidentiality clause**

(1) The Client may use the Confidential Information only in connection with Client's use of the Finor Platform Services as permitted under this Customer Agreement. You will not disclose Confidential Information during the Term or at any time during the 5-year period following the end of the Term/termination of the Customer Agreement. The Client undertakes to take all measures to avoid disclosure, dissemination or unauthorized use of the Confidential Information, including, at a minimum, those measures the Client takes to protect its own confidential information of a similar nature.

"Confidential Information" means all non-public information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

Confidential Information includes:

(a) non-public information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates.

(b) Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Customer Agreement; (ii) can be shown by documentation to have been known by you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

(2) Finor may provide a copy of the relevant parts of this Customer Agreement or the whole, if required, to any competent authority who requests such copies in connection with the procurement of any license or similar authorisation by Finor in connection with the conduct of Finor Platform Services hereunder, or for an inspection carried out in compliance with the law. Also, a copy of the standard Finor T&C shall be available on Finor Site.

(3) The Client is responsible for maintaining the confidentiality of Client Account information, including passwords, and for all activity that occurs under its Client Account. The Client undertakes to inform Finor immediately in writing of any unauthorized use of Client Account or password, or any other related security breach. You may be held liable for losses incurred by Finor or any other client/user of the Finor Platform/services due to someone else using your password or your Client Account.

(4) Notwithstanding the confidentiality obligation set forth herein, each Party shall be entitled to use the general professional skills and experience acquired in connection with the performance of the Customer Agreement.

#### **H). Term of the Agreement; termination**

##### (H.1) – Causes of termination

(1) The Customer Agreement may terminate as follows:

(a) Expiry of the Free Trial Period (no further formality or court intervention being necessary for termination), in case the Client does not pay the due Fees as per the Customer Agreement / cancels the Client Account; **or**

(b) Expiry of the ongoing Term with no successful payment in advance for the following Term; **or**

(c) Mutual written consent of the Parties; **or**

(d) Termination for Convenience by the Client. You may unilaterally terminate this Agreement at any time, by specific action in your account (e.g. "Cancel subscription" action available in Client Account, section My subscription). The Agreement shall automatically terminate upon elapse of ongoing Term, each party being bound to observe its obligations and being entitled to all its rights until termination; **or**

(e) Termination for Convenience by Finor. Finor may unilaterally terminate the Customer Agreement at any time by providing the Client with a 60 day-advance notice, no further formality or court/arbitral intervention being necessary. The Customer Agreement shall automatically terminate upon the elapse of the 60-day notice – each party being bound to observe its obligations and being entitled to all its rights until termination; **or**

(f) Termination for Cause. Either Party may terminate this Agreement for cause (no further formality or court/arbitral intervention being necessary) upon a 30-day advance notice given to the other Party, in case of material default or breach of this Customer Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30 day-notice period; **or**

(g) Finor may immediately terminate the Customer Agreement upon a simple notice to the Client (including by email) (no further formality or court/arbitral intervention being necessary): (i) if our relationship with a third party partner who provides software or other technology we use to provide the Finor Platform Services expires, terminates or requires us to change the way we provide the Finor Platform Services, (ii) if we assess that providing the Finor Platform Services could create a substantial economic or technical burden or material security risk for us, (iii) in order to comply with the law or requests (notifications) of competent entities/authorities, or (iv) if we determine that our provision of any of the Finor Platform Services to you has become impractical or unfeasible for any legal or regulatory reason, or (v) if we identify any problem with the Finor Platform Services that we reasonably believe may be attributable to Client Content and/or the Client lack to cooperate for solving such matters, or (vi) in case of (suspicion) of fraud, or (vii) if suspension as per Clause C3 lasts more than 3 (three) days; or (viii) licensor indicates that the Client does not respect the conditions for entitlement/sub-license to the Information; **or**

(h) Other termination cause(s) provided in the Customer Agreement.

**(H.2) – Consequences of termination of the Customer Agreement (regardless the reason of termination)**

(1) Upon termination of the Customer Agreement for any reason: (i) all Client's rights under the Customer Agreement shall immediately terminate, unless otherwise provided herein; (ii) the Client remains responsible for all fees and charges due by the Client under the Customer Agreement until termination, including the ones for in- process tasks completed after the date of termination; (iii) the Client will immediately return to Finor or, if instructed by us in writing, destroy all Finor Content in Client's possession; and (iv) any clauses that are normal to continue will continue to apply in accordance with their terms; license right granted to Client and Finor's liability are expressly excluded from continuance.

(2) Pursuant to Customer Agreement termination, Finor shall be entitled to immediately cut Client's access to Finor Platform/Client Account, cancel the Client's Account and delete the Client Account, as well as any and all data generated in Finor Platform (including the Documentation and/or Client Content) by the Client/for the Client after Client Account set-up/during the

provision of the Finor Platform Services (including during the Trial Period), no special notice/other formality being necessary in this respect.

(3) Upon termination of the Customer Agreement, Finor may grant the Client (in its sole discretion, but it is not obliged to do so) a (fifteen) 15 day period to access the Client Content and retrieve the Client Content; Client's access to the Client Account shall be given strictly for this purpose, for the limited period provided herein. Nevertheless, the Client shall not have the possibility to recover any such data/information/Client Content after this term. For any use by the Client as allowed herein, the terms of this Customer Agreement will apply and the Client will pay the applicable fees; nevertheless, Finor's liability cannot be engaged during this period.

(4) Finor shall not be liable for any damage/costs/indemnification the Client may claim for suspension of Finor Platform Services/suspension of access to Finor Platform/Client Account, and/or for deletion of any content/data/information in Client Account/Client Content/associated with the Finor Platform Services, as provided herein.

(5) Finor shall not be liable for any of the Client's actions in Client Account/Finor Platform (including when due to Client's negligence, e.g. accidental deletion of information/data).

**I). Data privacy**

(1) The processing of personal data in relation to the Finor Platform Services/Client Account shall take place in accordance with the Finor Privacy Policy available at <https://finor.ro/PrivacyPolicy>. Data processing is performed in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data ("GDPR"). The Finor Privacy Policy is provided upon Client Account set-up, in accordance with legal obligation to ensure transparent information on personal data processing of art. 12, 13 and 14 of the GDPR.

(2) If the Client also wishes to process personal data of third parties with our services, the Client alone remains the responsible party in the sense of data protection law. We only process personal data as a data processor pursuant to Art. 28 GDPR if the Client concludes a data processing agreement with us. Such a data processing agreement is not concluded automatically. We can offer the Client the opportunity to conclude a data processing agreement via the Client's account, if necessary, which is supplemented by EU standard contractual clauses, if transfer to a third country (outside EU/SEE) is involved.

(3) We hereby warn the Client that we are generally unable to determine whether the Client is processing personal data by using the Finor Platform Services in such a way that triggers the Client acting as data processor/data controller. The Client is therefore obligated to provide us with the necessary information, in particular whether personal data of third parties are processed, for what purpose these data are processed and which categories the personal data and the data subjects are to be assigned. In the absence of a data processing agreement with the necessary information from the Client, we assume that the Client is not processing third party personal data using our Finor Platform Services, so we will not take any measures in accordance with data protection law with respect to such further processing.

(4) We hereby warn the Client that, given the current state of technology, there is still no all-embracing form of protection for data transmission on the internet. The Client is solely responsible for the safety and security of all data they store on any of their products/accounts/documents.

**J). IP & Proprietary Rights**

(1) Subject to the rights expressly granted hereunder, we reserve all rights, title and interest in and to the Finor Platform Services/Finor content across all accounts/Finor Sites/Finor Platform/Finor Platform Services/ (including rights to Finor registered or non-registered trademarks), including all related intellectual property rights. No rights are granted to the Client hereunder, other than as expressly set forth herein.

(2) The Client or Client's licensors own all right, title and interest in and to Client Content. Except as provided in this Customer Agreement, Finor obtains no rights under this Customer Agreement over Client Content, including any related intellectual property rights. The Client hereby consents to our use of Client Content to provide the Finor Platform Services to the Client, free of any tax/fee/royalty. We may disclose Client Content to provide the Finor Platform Services to you or any proxy or to comply with any request of a governmental or regulatory body/authority (including subpoenas or court orders).

(3) All licenses granted to the Client in this Customer Agreement are conditional on Client's continued compliance with the Customer Agreement and will immediately and automatically terminate if the Client does not comply with any term or condition of the Customer Agreement.

(4) The Client hereby grants to Finor, on a free of charge basis, the right to use elements such as the logo/trademark/other graphic signs of the Client, to configure information on Finor Platform (e.g. setting up the Client Account, setting features, etc.), including using trade names and trademarks (if any) in Finor Platform and on the Finor Site (or any Finor Site). This right shall be effective without any obligation on Finor to pay any consideration to the Client/third party, for the maximum period allowed by the law (and in any case at least during the term of the Customer Agreement). After the expiration of the term provided by the law, Finor may use the contractual relationship with the Client as a reference, for a period of 2 (two) years.

(5) The Client is granted a limited permission to use Finor trademarks/logos, exclusively in connection with (as applicable): (a) your use of the Finor Platform Services, or in connection with, software products designed to be used with the Finor Platform Services/Finor Platform, but always in full compliance with the Customer Agreement, or (b) as otherwise agreed with Finor in writing in the Customer Agreement; such permission is granted until we may terminate such permission, which we may do at any time, in our sole discretion.

(6) The Client represents that it shall not use, copy, adapt, modify, prepare derivative works, distribute, authorize, sell, transfer, publicly display, perform publicly, transmit, distribute or otherwise exploit Finor Platform or any contents thereof, except for the use permitted under these T&C for Clients. The Client is not granted any license or other intellectual property rights of Finor Platform, except for the rights expressly granted under these T&C for Clients.

## **K). Indemnification**

### (K.1) Principles

(1) Client undertakes to defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives, from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Client's and/or any proxy/end user use of the Finor Platform Services (including any activities under Client Account); (b) breach of this Customer Agreement or violation of applicable law by Client and/or by any end user/proxy; (c) Client Content or the combination of Client Content with other software, data or any material, including any claim involving alleged infringement or misappropriation of

third-party rights by Client Content or by the use, development, design, production, advertising or marketing of Client Content; (d) a dispute between you and any third-party (including a proxy/end user); or (e) a dispute with any data subject.

(2) Finor will promptly notify the Client of any claim subject to Clause K, but our failure to notify the Client will affect Client's obligations under Clause K only to the extent that our failure effectively and objectively precludes the Client from defending the claim. The Client may settle the claim as it may deem appropriate, provided that Client sustains all costs and obtains our prior written consent before entering into any settlement that might affect us and provided that the settlement unconditionally releases us of all liability. We may also assume control of the defence and settlement of the claim at any time, if we deem it is in our best interest to do so.

(3) Client shall defend us against any Claim made or brought against us by a third party alleging that Client Content, or Client use of the Service infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify us for any damages finally awarded against, and for reasonable attorney's fees incurred by, us in connection with any such claim.

(4) The Client agrees to fully indemnify Finor, at the Client's own expense, against any claims made towards Finor based on any information, content or data the Client inputs to the Finor Platform Services/Client Account/Finor Platform, including without limitation claims that the Client's data/information/content infringes third party intellectual property rights or any applicable laws/rights of third parties (data subjects).

(5) The Client cannot make any reference/statement or any public communication, in any medium/media, with respect to this Customer Agreement and/or the Finor Platform Services/Finor Platform without Finor's prior written consent.

(6) If the Client violates the content obligations mentioned in Clause J, the Client is liable to us for compensation for all direct or indirect damages arising from this, including financial losses. Furthermore, the Client is obligated to indemnify us against claims by third parties - irrespective of the legal basis - resulting from the Client or their designated third parties. The indemnification obligation also includes all incurred legal defence costs.

### (K.2) Limitations

(1) To the extent permitted under the governing law, we and our affiliates or licensors will not be liable to you for any indirect, incidental, special, consequential damages (including damages for loss of profits or revenue, loss of clients, loss of opportunities, loss of data, loss of personal data, loss of data use, failure to realize expected savings, business interruption, loss of goodwill, costs of procurement of substitute products or services, etc.), however caused, regardless of the theory of liability (contract, tort or otherwise) and even if we have been advised of the possibility of such damages, arising in connection with: (a) your inability to use the Finor Platform Services, including as a result of any (i) termination or suspension of this Customer Agreement/or of the Finor Platform Services/access to Client Account/Client Content/Documentation, (ii) our discontinuation of any or all of the Finor Platform Services, or, (iii) any unanticipated or unscheduled downtime of all or a portion of the Finor Platform Services for any reason, including as a result of power outages, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this Customer



Agreement or your use of or access to the Finor Platform Services; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure regarding Client Content or other data; or (e) direct damages arising out of, or in connection with, any alleged or actual improper use of the Finor Platform Services by you, alleged or actual negligent acts or omissions, wilful misconduct, fraud or failure of the Finor Platform Services due to third parties software/Third-Party services or your computer network or other causes outside our direct liability or control (e.g. cyberattack, unauthorised interception, virus, malware, etc).

(2) The liability of Finor, its affiliates, directors, managers, suppliers and collaborators, to the Client and/or proxy/end user and/or any affiliate/person/data subject, for any actions, claims or requests for damages arising from this Customer Agreement or from our tort, and regardless of the cause or basis of such claims, shall not exceed the maximum amount you actually paid to us under this Customer Agreement for the Finor Platform Service that is subject to the claim, in the 12-month period immediately preceding the event giving rise to such claim, provided that our exclusive fault and such direct damages (up to the maximum herein) are established by a final court decision. The Client may claim payment of such amounts within maximum 1 (one) year of occurrence of the cause, under the sanction of revocation of such right.

#### **L). Dispute resolution**

(1) The EU Commission provides a platform for out-of-court online dispute resolution (ODR platform), which is available at <https://ec.europa.eu/consumers/odr>. We are neither willing, nor obligated to participate in a dispute resolution procedure before a consumer arbitration board.

(2) You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

(3) Injunctive Relief. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Finor Web Services or software in violation of these Finor T&C /Customer Agreement, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

#### **M). Governing law**

(1) Finor T&C and any Customer Agreement (including any contractual relationship between us and the Client) are governed by the laws of the Romania, excluding the UN Convention on Contracts for the International Sale of Goods and international private law.

(2) The international and exclusive place of jurisdiction for all disputes arising from this contractual relationship is our registered office in Bucharest, Romania. We are, however, entitled in all cases to initiate legal proceedings at the court at User's/Client's residence. Superordinate statutory provisions, in particular, on exclusive jurisdiction, remain unaffected.

(3) If any provision is or becomes invalid or unenforceable in whole or in part, this has no effect on the validity of the remaining provisions. The same applies if and to the extent that an omission be revealed in this contract. In place of the invalid or unenforceable provision, an appropriate provision will apply which, as far as legally possible, corresponds to the sense and purpose of the invalid or unenforceable provision or to the presumed intention of the parties, just as if they had considered this point.

#### **N). Other terms**

(1) Services provided by third parties (e.g. parties whose services are marketed on the Finor Platform/Client Account/Finor websites, parties providing services complementary to the Finor Platform Services such as professional tax consulting) shall be the exclusive responsibility of such parties. Finor waives any and all liability and responsibility regarding such services.

(2) Any terms referenced/linked herein shall be considered as an integral part hereto. Finor T&C also apply to future services and offers, even if the User/Client does not separately agree upon them again. The terms and conditions of our customers are not applicable and are not part of the Agreement, even if we do not separately object to their application in individual cases.

(3) Finor rights under the Customer Agreement are cumulative, and not alternative. Neither a failure to exercise, nor a delay in exercising, by Finor of any of the rights under the Customer Agreement/law shall be construed as a waiver of such right and no singular or partial exercise of such right shall prevent further exercise of such right or the exercise of any other right.

(4) Either Party shall not be liable for any delays or non-performance of its obligations (except obligation to pay amounts due under the Customer Agreement) by a force majeure event, as defined by applicable law (including acts of God, labour disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war).

#### **O). Additional terms regarding certain Information**

(1) Finor is authorized to redistribute, display and deliver, on Finor Platform, in Client Accounts, certain Information, made available based on a contractual relationship between Finor and its licensors (ex. eligible Information (equity and fixed income) from Refinitiv SA). Such Information shall be available until discontinuance by Finor (ex. Finor's license terminates) or until termination/suspension of Client Account/Customer Agreement; Finor shall not owe any damages/costs/fees/penalties for discontinuance of provision of the Information.

(2) Such Information is meant only to Clients as long as they are individuals (and not organizations) using Information in a non-business capacity, based on their Subscription plan for Services, in a personal capacity (i.e. subscribes to the Finor Platform Services in a personal capacity; use the Finor Platform Services solely in relation to the management of their personal funds and not as a trader to the public, or for the investment of corporate funds; and is not using the Finor Platform Services to fulfill administrative, sales or support functions as an employee of any bank, brokerage or financial institution Finor/its licensor is contracting with for these Finor Platform Services), and in each case in connection with Client's own portfolio.

(3) Also, Finor may use the Information to create Derived Data in the form of portfolio performance and tax analytics pertaining to a Client's own portfolio/holdings within the Finor Platform and redistribute the Derived Data to the respective Client, solely for the latter's personal use, in each case in connection with Client's own portfolio, via the Client Account. Derived Data shall not alter or distort the editorial meaning of any news included in Information.

(4) Finor shall own all intellectual property rights in those portions of Derived Data that are created by Finor based on its license as per the above, subject to licensor's and/or any third party provider's intellectual property rights in the underlying Information that Finor modified to create the Derived Data. However, any such Derived Data remains subject to licensor and/or any third party provider's permissions and restrictions on the use, storage and

redistribution of Derived Data. The Client is not allowed to use Derived Data as a substitute for any service (or a substantial part of it) provided by the licensor, its affiliates or a third party provider.

(5) The Client shall only have a limited, non-exclusive, world-wide, (at anytime) revocable, non-transferable/non-sub-licensable sub-license to the Information/Derived Data, subject to the observance of the Customer Agreement (especially this clause), solely for the Client's personal use, in connection with the Client's own portfolio, exclusively via the Client Account. For the avoidance of doubt, the Client is hereby forbidden to market, display or otherwise provide the Information/Derived Data to any third party information retrieval networks selling or licensing information to third parties; or to any distributor or redistributor; or in whole or in part or in any combination with any service or product.

(6) The Information/Derived Data shall be available only in the electronic format set available on Finor Platform.

(7) The Client is not allowed to download, and/or copy substantial portions of the Information, except as PDF reports containing prices for holdings, portfolio performance analytics and tax reports, exclusively for Client's personal use, in each case in connection with their own portfolio only.

(8) The Client may copy, paste and redistribute only limited extracts of data contained in the Information in a non-systematic manner (i.e. use on an infrequent basis and not automatically generated by machine or regularly created by individual users).

(9) Information shall not be made available in an archive and shall not be searchable and available on demand.

(10) The Client undertakes to purge all Information from the Client Account upon discontinuance of the provision of the Information, upon Finor's request.

(11) Unless required by the relevant law, the Client will not: (a) except as expressly permitted in this Customer Agreement, disclose, make available, transfer or distribute, in whole or in part the Information(s); (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any Information or materials; or (c) conceal or obliterate any copyright or proprietary notices contained in any Information or materials which Client may obtain or access under this Customer Agreement.

(12) The Client agrees and acknowledges that as a condition of access, continued access/ use of Information as per the Customer Agreement, it may be asked to comply with additional conditions/support additional costs by third party providers (including, without limitation, regarding industry and/or proprietary identifiers (e.g. CUSIP's, ISIN's, and SEDOL's) or exchange data), following Finor's formalities to obtain additional approvals, licenses and consents or enter into separate agreements with such third party providers, and that failure to meet such conditions/costs may lead to the termination of the access to the Information / Finor Platform Services.

(13) The Client understands and agrees that the Client may be obliged to provide access and use rights to the Finor Platform (including to any Client Account), free of charge, to two licensor's helpdesk, operations or content support personnel for the sole purpose of providing support, quality control and verifying compliance with this licensing terms. Finor shall ensure that such access shall be provided solely on "absolutely need to know" basis, under strict confidentiality terms undertaken by the helpdesk team; also, insofar as it is possible, access to personal data shall be restricted.

(14) The Client understands that any support regarding the Finor Platform Services shall be ensured by Finor, including with respect to the Information.

(15) Any information, materials or other services provided by third parties (such as stock exchanges and other information providers) provided as an add-on to the Finor Platform Service shall be subject to the usage permissions set out in the policies/rules of such third parties.

(16) Unless otherwise indicated in the Client Account/on Finor Platform, the Client is only permitted to access and use the Information on an End of Day basis (i.e. once a day at the end of the day), even if they have the ability to do so on an intra-day basis.

(17) The Client shall identify in its own Client Account display or print of any Information, the Refinitiv SA (licensor's) Marks when Client accesses the Information. Also, the following language shall be available: "The Refinitiv Kinesis Logo and Refinitiv are trademarks of Refinitiv and its affiliated companies in the United States and other countries and used herein under license. Copyright ©Refinitiv, 2018. All Rights Reserved. Use, duplication, or sale of this service, or data contained herein, except as described in the Finor Platform subscription agreement, is strictly prohibited".

(18) The Client will not use the Information or Derived Data to construct or calculate an Index, Investment Strategy or a benchmark that will be redistributed, licensed or otherwise published or shared outside Client's personal purpose. The disclaimer at: benchmark-disclaimer.pdf (refinitiv.com) shall be incorporated by reference into this Customer Agreement.

(19) Notices and Disclaimers:

With respect to the Information provided based on Finor's license from Refinitiv SA, the Client (named below as "User"), hereby acknowledges the following:

*Copyright © 2018, Refinitiv. All rights reserved. Refinitiv Holdings Limited ("Refinitiv") and its affiliates are referred to below as "Refinitiv".*

*The "Information Product" is any data or service provided by Refinitiv. Refinitiv or its third party providers own and retain all rights, title and interest, including but not limited to copyright, trademarks, patents, database rights, trade secrets, know-how, and all other intellectual property rights or forms of protection of similar nature or having equivalent effect, anywhere in the world, in the Information Product and user is not granted any proprietary interest therein or thereto. The Information Product constitutes confidential and trade secrets of Refinitiv or its third party providers. Display, performance, reproduction, distribution of, or creation of derivative works or improvements from Information Product in any form or manner is expressly prohibited, except to the extent expressly permitted hereunder, or otherwise, with the prior written permission of Refinitiv.*

*User may use the Information Product for internal purposes only. User may copy, paste and distribute internally only an insubstantial amount of the data contained in the Information Product provided that: (a) the distribution is incidental to or supports user's internal purpose; (b) the data is not distributed by user in connection with information vending or commercial publishing (in any manner or format whatsoever), not reproduced through the press or mass media or on the Internet; and (c) where practicable, clearly identifies Refinitiv or its third party providers as the source of the data.*

*Data will be considered in "insubstantial amount" if such amount (a) has no independent commercial value; or (b) could not be used by the recipient as a substitute for any product or service (including any download service) provided by Refinitiv or a substantial part of it.*

*To the extent that the Information Product contains any third party data referred to in the General Restrictions/Notices page set forth on*

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