

Terms of Use of the F.intalo Platform

These terms of use of the F.intalo Platform (“**Terms of Use**”) govern the access to and the use of the end-to-end platform for the management of Mergers & Acquisitions (M&A) projects (“**F.intalo Platform**”) by different stakeholders in M&A projects (e.g., M&A advisor, investor, seller, target company etc.) (“**Project Stakeholders**”) and users acting as the stakeholders’ authorized representatives (each a “**User**”). The F.intalo Platform is provided by Fintalo UG (haftungsbeschränkt), a company registered under the laws of Germany, with its registered office at Bahnhofstraße 44, 82284 Grafrath, Germany (“**Fintalo**”, “**We**”, “**Our**”, or “**Us**”). By accessing or using the F.intalo Platform, the User agrees to be bound by these Terms of Use which form the basis of the agreement concluded between Fintalo and the User (“**Contract**”). If the User does not agree with these Terms of Use, the User may not access or use the F.intalo Platform. The User shall read these Terms of Use carefully and familiarize himself/herself with the provisions provided herein.

1. Conditions of participation and registration

- 1.1 The F.intalo Platform is intended for the use by professionals who have been invited to collaborate on a specific M&A project by a Project Stakeholder that is in charge of the management of that project and has concluded a separate agreement with Fintalo on the provision of the F.intalo Platform (“**M&A Project Owner**”, typically an M&A advisor). The User may only access and use the F.intalo Platform if the User has received an invitation from an M&A Project Owner through his/her business email domain.
- 1.2 The User can use the F.intalo Platform if the User is a natural person who has reached the age of 18. If the User uses the F.intalo Platform on behalf of a company or organization, the User confirms to Us that the User is authorized to act on behalf of that company or organization and the User agrees to be legally bound by these Terms of Use on their behalf.
- 1.3 The F.intalo Platform includes links to or features of third party services, which may require that the User contracts with the corresponding third party service provider.
- 1.4 The use of the F.intalo Platform requires that the User has fully completed the registration process for the F.intalo Platform. In order to register for the F.intalo Platform the User needs to enter his/her e-mail address, first name and last name, and define a password (“**Login Details**”).
- 1.5 The User must ensure that the Login Details used for registration are protected against access by third parties and are kept in a safe place. If the User has reason to believe that the confidentiality of his/her password has been compromised or unauthorized access to his/her F.intalo Platform account is otherwise possible, the User agrees to promptly change the Login Details and notify Us.
- 1.6 We have the right to request password changes from time to time. We may block access to the F.intalo Platform pursuant to Section 8 until such password change has been made.

2. Use and Features of the F.intalo Platform

- 2.1 With the F.intalo Platform, We offer the User the opportunity to coordinate M&A projects and to communicate with Users of other Project Stakeholders of the same M&A project at the F.intalo Platform.
- 2.2 Each Project Stakeholder has one admin user who has access to all projects of the respective Project Stakeholder.
- 2.3 With the F.intalo Platform, We offer the User the opportunity to get an overview of the M&A project progress.
- 2.4 Dependent of the Users' role, the F.intalo Platform offers the Users different features including for negotiations of NDA, uploading information, or submitting (indicative) offers.

3. Availability, functionality and changes

- 3.1 We offer the User the possibility to use the F.intalo Platform if and to the extent that the F.intalo Platform is available and functional. However, We do not guarantee the continuous availability and functionality of the F.intalo Platform.
- 3.2 We offer the possibility to use the F.intalo Platform only with the functionalities and the quality that the F.intalo Platform provides at the time of each individual access, but We do not promise any functionality or quality, except that the F.intalo Platform generally provides for the scope described in Section 2. Information about the functionality and quality of the F.intalo Platform on the website of Fintalo or in advertising material is not part of the Contract concluded between Us and the User unless explicitly referred to in the Terms of Use.
- 3.3 We are entitled to change the F.intalo Platform, at any time and without prior notice, including to modify functionalities ("**Changes**"), provided that the F.intalo Platform continues to generally provide the scope described in Section 2 and that such Changes are not unreasonable for the User. However, We are not obligated to make any Changes.

4. Intellectual property and rights in Feedback

- 4.1 The User is only allowed to use the F.intalo Platform, its features, functionalities and documentation to the extent specified in these Terms of Use. Unless otherwise explicitly provided in the Terms of Use, all rights to the F.intalo Platform, its features, functionalities and documentation in the context of the relationship between the User and F.intalo are owned by Fintalo, its affiliates or licensors.
- 4.2 If the User creates and provides Us with feedback suggestions or ideas in the context of the integration or use of the F.intalo Platform ("**Feedback**"), the User assigns to Us all rights, title, and interest (including all copyright, patent, and other intellectual property rights) in such Feedback for all current and future methods and forms of exploitation in any way. If such rights in Feedback cannot be effectively assigned under applicable law, the User grants Us the exclusive, worldwide, unrestricted, perpetual, irrevocable, royalty-free rights to use and exploit such Feedback for all current and future methods and forms of exploitation in any way; such rights include, but are not limited to, the right to reproduce, distribute, publicly perform, publicly display, make, use, have made, sell, offer to sell, import, modify and make derivative works based on, and otherwise exploit that Feedback.

4.3 We are not required to make use of any Feedback. It is in Our sole discretion whether and how We use any Feedback provided by the User. If We make use of the User's Feedback, We are not required to credit or compensate the User in any way or form.

5. Duties of care and cooperation

5.1 The User is responsible to ensure that the User's electronic equipment has all the relevant technical specifications that are required for using the F.intalo Platform.

5.2 The User agrees to use the F.intalo Platform solely in compliance with all applicable laws. The User is prohibited from using the F.intalo Platform to support activities that may cause Us to violate applicable law.

5.3 The User is responsible for the text, image, and any other content provided by the User on the F.intalo Platform ("**Content**"), such as e.g. documents, images, and texts provided in the context of the use of certain features. In particular, the User must ensure that the Content provided does not violate personal rights, advertising, copyrights, publishing rights or any other rights of any other person; and no license or other fees are incurred through its use. The User further undertakes not to provide any Content that is offensive, discriminatory, glorifies violence, defamatory or misleading, promotes or supports an illegal act or otherwise violates applicable law. The User grants Us the worldwide, unlimited in time, non-exclusive, royalty-free, sublicensable and transferable right to use and exploit this Content as part of the provision of the F.intalo Platform as well as beyond that (e.g., within the scope of a service offering for third parties), including hosting, making available to the public, duplication, distribution, display and reproduction. The User understands and acknowledges that We do not regularly monitor the accuracy, reliability or quality of the Content. Notwithstanding the foregoing, the User has the opportunity to report illegal Content that violates applicable law or these Terms via email to support@fintalo.com. Such reports must contain sufficiently specific information to clearly identify the allegedly illegal Content. We reserve the right to remove any Content at any time to ensure compliance with these Terms of Use. We recommend that the User backs up any Content and data used in connection with the F.intalo Platform, to protect the User's Content in case of problems with the F.intalo Platform.

5.4 The User also agrees not to use the F.intalo Platform in a way that

- a) copies, translates, disassembles, decompiles, reverse engineers or otherwise modifies the software of the F.intalo Platform in whole or in part, or creates derivative works thereof;
- b) is designed to investigate, scan or test vulnerabilities of the F.intalo Platform or to circumvent or compromise security and/or authentication measures that protect the F.intalo Platform and/or its elements;
- c) constitutes, promotes, supports or otherwise violates any applicable law, in particular to transmit information or data that is unlawful or infringes the (i.a., intellectual property) rights of third parties;
- d) searches, retrieves, copies or monitors the F.intalo Platform and/or its elements using a program, algorithm, or comparable method for collecting or extracting data (such as using automated tools like bots, spiders, or scrapers);

- e) is designed to modify, reproduce, or otherwise make available to the public, or publicly broadcast, or create a separate service comparable to, or to replicate (any part of) the F.intalo Platform; or
- f) intentionally or negligently compromises the operation or security of the F.intalo Platform, including by sending, transmitting or implementing files that contain viruses, worms, Trojan horses or other harmful or destructive features.

6. Support

- 6.1 The F.intalo Platform provides for FAQs.
- 6.2 We may offer further support services for the F.intalo Platform at Our sole discretion.

7. Term and termination

- 7.1 The Contract for the use of the F.intalo Platform runs for an indefinite period of time.
- 7.2 The User can terminate the Contract at any time without observing a notice period and without giving a reason. This can also be done by requesting the deletion of the User's F.intalo account.
- 7.3 We can only terminate the Contract for convenience by observing a reasonable notice period.
- 7.4 We can terminate the Contract according to Section 7.3 especially if:
 - a) We consider that the User has used the F.intalo Platform in a fraudulent manner, in breach of these Terms of Use or for illegal or improper purposes;
 - b) We consider that the User has used the F.intalo Platform in an unfair manner, has deliberately cheated or taken unfair advantage of Us or any of Our other users or if the User's F.intalo account is being used for the benefit of a third party;
 - c) We are required to do so to comply with applicable law, an order of a court or other regulatory authority.
- 7.5 Our right to suspend the User's access to the F.intalo Platform pursuant to Section 8 remains unaffected.

8. Suspending access to the User's F.intalo account

- 8.1 We may at Our sole discretion suspend access to the User's F.intalo account if We determine or have reasonable grounds to suspect that the use of the F.intalo Platform by the User:
 - a) violates these Terms of Use and/or applicable law,
 - b) infringes the rights of third parties,
 - c) poses a security risk to any functionality of the F.intalo Platform,
 - d) could subject Us and/or other users to liability; or
 - e) could be fraudulent.

- 8.2 We also reserve the right to suspend access to the User's F.intalo account if the User has refused to agree to a reasonable Amendment of these Terms of Use pursuant to Section 13.1 by the scheduled date of the Amendment coming into effect.
- 8.3 We will remove a suspension as soon as the reason for the suspension no longer exists. For this purpose, the User is welcome to contact Us at support@fintalo.com in order to obtain clarification.
- 8.4 Further claims against the User remain unaffected.

9. Limitation of liability

- 9.1 Fintalo's liability for damages caused by the use of Services shall be subject to the provisions on gratuitous lending (sections 598 et seqq. German Civil Code), i.e., in particular, Fintalo's liability shall be limited to intent and gross negligence. The liability set forth in Section 9.2 below remains unaffected.
- 9.2 We are liable – regardless of the legal basis – without limitation
- a) in the event of intent or gross negligence,
 - b) in the event of intentional or negligent injury to life, body, or health,
 - c) in the absence of a guaranteed quality or in the case of fraudulently concealed defects, and
 - d) on the basis of mandatory liability such as under the German Product Liability Act (or other applicable laws).
- 9.3 In all other cases, the liability of Fintalo is excluded.
- 9.4 The above limitations of liability also apply regarding Our liability for Our vicarious agents, employees, and legal representatives.

10. Confidentiality and Use of Data

- 10.1 In connection with the Contract, "**Confidential Information**" means all information which We or the User protect against unrestricted disclosure to third parties or which is to be regarded as confidential according to the circumstances of disclosure or its content, including all business and trade secrets of either party.
- 10.2 We and the User shall (i) use Confidential Information only if it is required to fulfil or comply with its obligations under this Contract or if it is permitted under the Contract, (ii) share Confidential Information only with those representatives or vicarious agents that reasonably need to know such Confidential Information for the purpose of this Contract, (iii) not disclose Confidential Information to any third party without the other party's consent, and (iv) treat Confidential Information of the other party with the same degree of care which such party applies for its own Confidential Information, but in no case with less than a reasonable degree of care.

- 10.3 Irrespective of the above Section 10.2, We shall be entitled to share and disclose Confidential Information to Our affiliated companies within the meaning of Sections 15 et. seqq. of the German Stock Corporation Act (AktG), if this is beneficial for the purposes of this Contract.
- 10.4 The duty of confidentiality set forth in this Section 10 does not apply for Confidential Information (i) that was already available to the public at the time when the information was made available to the receiving party or that was later made available to the public through no fault of the receiving party, or (ii) that was already known to the receiving party without an obligation to treat the information confidentially, or (iii) that was developed by the receiving party independently of the Confidential Information received, or (iv) the receiving party lawfully received from a third party without an obligation to treat the information confidentially, or (v) that has been released from the duty of confidentiality by the disclosing party in writing, or (vi) that – after exploitation of all means of defense – necessarily must be disclosed to comply with a judicial order or a regulatory decree; however, in these circumstances, the affected party has to promptly give notice to the other party of such a judicial order or regulatory decree.
- 10.5 The obligation to maintain confidentiality also applies after termination or expiration of the Contract.
- 10.6 We are entitled to analyze or have third parties analyze the User's use of F.intalo Platform for Fintalo's product development, diagnostic, corrective, security, license auditing as well as marketing purposes. The User agrees that all data that is created or generated in the context of the analyses of User's use of the F.intalo Platform, including the services, shall be vested with Us. To the extent that the data are allocated to the User under statutory law, the User hereby grants Us a non-exclusive, worldwide, perpetual, irrevocable, substantially unrestricted, transferable and sublicensable right to use the data for the purposes specified in this Section 10.6.

11. Indemnity

- 11.1 The User indemnifies Us at his/her own expense from all claims of third parties as well as any losses, damages, costs, expenses or other liabilities associated therewith, which result from the use of the F.intalo Platform in a way that culpably infringes the rights of third parties and/or violates these Terms of Use or applicable law.
- 11.2 If any claims are made against Us under Section 11.1, We will promptly notify the User of the claims, and assign to the User full authority and control over the defense of such claims (to the extent permitted by applicable law) and We will, to the extent reasonably practicable, assist the User in his/her defense.

12. Data Protection

- 12.1 We and the User undertake to comply with all applicable data protection laws. If the User processes personal data on his/her own responsibility, the User undertakes to process the personal data with regard to purpose, duration, type and scope always in compliance with the applicable data protection law.

- 12.2 The processing of personal data under Our control in relation to the use of the F.intalo Platform is governed by Our privacy policy available [here](#)
- 12.3 We also process Users' personal data on behalf of and upon instruction by other entities, in particular on behalf of M&A Project Owners, who will act as the controllers of such data. We conclude data processing agreements with those entities for that purpose.

13. Miscellaneous

- 13.1 Changes to the F.intalo Platform pursuant to Section 3.3, as well as changes to statutory requirements may make it necessary for Us to amend these Terms of Use ("**Amendment**"). We will inform the User in the event of a planned Amendment to these Terms of Use about the content of the Amendment with at least four (4) weeks' notice to the scheduled date of entry into force; the amended Terms of Use will only come into effect if the User has agreed to the Amendments. Other amendments and supplements to this Contract must also be made in writing to be legally effective. The requirement of the written form can only be waived by a written agreement of the contracting parties.
- 13.2 The User is not entitled to transfer the Contract to third parties without Our prior written consent.
- 13.3 Subject to any mandatory provisions of the applicable law of the User's place of residence, the Contract is subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods, CISG. Exclusive place of jurisdiction for any disputes arising out of or in connection with the Contract including its validity is Munich, Germany.
- 13.4 Should any individual provision of this Contract be or become invalid or unenforceable, this shall not affect the validity of the other provisions of the Contract which shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which accords most closely with the presumed intention and the intended purpose of the Contract, and the parties agree to provide any necessary declarations in this respect.