



ScopeOne

Terms of Use

1. Definitions

1.1 'Account' means the Client's ScopeOne account for use of and access to ScopeOne.

1.2 'Admin' means a User having Account administration and management rights.

1.3 'Affiliates' means legally separate companies that with respect to each other are subsidiary and parent enterprise, controlled or controlling companies, members of a group of companies, companies with cross-shareholdings, or parties to an enterprise agreement in the meaning of section 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*).

1.4 'Client' means any legal person (organisation) or any natural person in the exercise of his commercial or independent professional activity who will be the ScopeOne Account holder upon Scope's receipt and acceptance of its completed and signed Account registration request. By signing, the client confirms that it meets these requirements.

1.5 'CRA Regulation' means Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies as amended by Regulation (EU) No. 513/2011 and Regulation (EU) No. 462/2013 on credit rating agencies, as amended from time to time.

1.6 'Order Form' means the ScopeOne Order Form which the Client submitted as part of the registration process for the Account hereunder, which constitutes a part of these Terms of Use.

1.7 'Scope' means Scope SE & Co. KGaA, Lennéstraße 5, D-10785 Berlin, registered with the commercial register (*Handelsregister*) of the local district court (*Amtsgericht*) Charlottenburg with the registry number HRB 182023 B.

1.8 'ScopeOne' means the digital marketplace owned and operated by Scope through which the Products are made available and/or offered to the Client.

1.9 'Product' means any service, content, materials, tools, product, report, opinion, research, document, data, publication, and all other information shown, accessed, delivered, offered, licensed, purchased, subscribed, sold, or available for use on ScopeOne, whether free of charge or paid.

1.10 'Product Terms and Conditions' means the terms and conditions governing and applicable to a specific Product, which constitutes a separate agreement.

1.11 'Term' means the time period during which the Client remains an Account holder in accordance with these Terms of Use.

1.12 'Terms of Use' means these ScopeOne Terms of Use.

1.13 'Text Form' means the definition set forth in Section 126b of the German Civil Code (e.g. email).

1.14 'User' means a natural person with the Client and who is designated by the Client to access the Client's Account

1.15 'User Content' means any data, materials, documents, communications, messages, posts, works, and all other information uploaded by a User to the Account or posted to designated spaces within ScopeOne.

2. License

2.1 ScopeOne is owned and operated by Scope. These Terms of Use contain the terms, covenants, conditions, and provisions subject to which the Client may hold the Account and the Users may access and use ScopeOne. Any User's accessing or use of the Account constitutes the Client's consent to, and agreement to be fully bound by, these Terms of Use.

2.2 Scope reserves the right to reject any Order Form and registration application without requiring further explanation. The rights and license granted to the Client hereunder shall not come into effect unless and until Scope has accepted the Client's registration application in writing. Scope has the right to conduct, and to condition its acceptance of the Client's registration application and the Client's continued access to the Account, upon the Client's successful satisfaction of Scope's *Know Your Customer* due diligence standards and requirements.

2.3 Conditioned upon the Client's continued compliance with the terms and conditions of these Terms of Use, Scope grants the Client a personal, revocable, non-exclusive, non-transferrable, limited license to access and use the Account for the Client's own internal, non-commercial purposes. The Client shall not modify, create derivatives of, copy, distribute, repackage, redistribute, disseminate, broadcast, transmit, reproduce, publish, license, transfer, sell or re-sell, mirror, frame, "deep link", "scrape", data mine, or otherwise use or store for subsequent use for any such purpose, any information or Products obtained from or through ScopeOne, without Scope's prior written consent or as and to the extent expressly permitted under any Product Terms and Conditions.

2.4 The Client shall not post any non-public information, data, contents or any portions thereof obtained from or through ScopeOne to forums, newsgroups, mailing lists, electronic bulletin boards, or other websites without Scope's prior written consent.

2.5 The Client warrants to Scope that the Client nor any User will use ScopeOne for any purpose that is unlawful or prohibited by these Terms of Use, including, without limitation, attempting or actually (i) disrupting, impairing, or interfering with ScopeOne, or (ii) collecting any information about other users of ScopeOne, including passwords, accounts, or other information.

2.6 In the event that any printing, copying, and use of any information, contents, or data for the Client's internal purposes is expressly permitted,

the Client shall not obscure, alter, remove, or delete any copyright or other proprietary notices or disclosures contained therein.

2.7 Any and all materials, information, data, contents, and Products accessible on ScopeOne, unless otherwise indicated, are protected by law, including, without limitation, copyright, trade secret, and trademark law, as well as other national and international laws and regulations. ScopeOne, its contents, layout, design, and the Products are the exclusive property of Scope, its Affiliates, or their third-party licensors. Except as expressly provided otherwise herein, Scope does not grant any express or implied right in any such property to the Client or any User. Notwithstanding anything to the contrary in these Terms of Use or any Product Terms and Conditions, the Client shall not, and shall cause its Users to not, use scraping tools or other computer automation to copy or extract any data, information, materials, or contents contained on ScopeOne for any purpose.

2.8 All names, logos, and icons identifying Scope or its Affiliates and/or their respective Products are proprietary marks and trademarks of Scope or its licensors. Third-party trademarks displayed on ScopeOne are the property of their respective owners.

2.9 Some Products may permit Users to upload, communicate, or post User Content to the Account or in designated spaces or forums within ScopeOne. The Client and the relevant Users are fully responsible for the contents of any such User Content. Scope shall have no responsibility or liability whatsoever for any User Content, including, without limitation, the content of any messages or information posted by Users or other third parties.

2.10 The Client shall not, and shall cause its Users not to, (i) post any User Content without permission, right, or license to do so, or which infringe upon the rights of any third party, (ii) post objectionable, offensive, unlawful, deceptive, inaccurate, or harmful User Content, (iii) post personal, private, or confidential information belonging to others, (iv) impersonate or misrepresent their affiliation with another person or entity, (v) post or transmit spam, including, without limitation, unsolicited or unauthorized advertising, promotional materials or informational announcements, (vi) post, modify, or remove any User Content for any kind of compensation or incentive, or (vii) plan or engage in any illegal, fraudulent, or manipulative activity. Scope reserves the right to delete or remove any User Content which Scope deems to be in violation of these Terms of Use, offensive, inappropriate, or to otherwise constitute a risk to the security, functionality, or integrity of ScopeOne or Scope.

2.11 The Client and each User grant to Scope a perpetual, non-exclusive, fully paid, royalty-free, sublicensable, transferable (in whole or in part), worldwide license in any and all User Content currently existing or later developed, to use, publish, reproduce, display, modify, transmit digitally, create derivative works based upon, and otherwise exploit



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all User Content posted to or received through the Account by, from, or on behalf of the Client, each User, or anyone else using the Client's Account (other than third party material transmitted through private electronic mail), including, without limitation, any names, voices, likeness, performances, and actions contained therein, for any purpose whatsoever (including, without limitation, advertising, commercial, publicity, and promotional purposes) in Scope's discretion without notice, approval, attribution, or consideration to the Client, the Users, or to any other person or entity. The Client represents and warrants that the Client has all rights necessary to grant the foregoing license, that neither the permission nor consent of any other person or entity is required to enable Scope to legally use the User Content in accordance with this license, that all User Content provided on ScopeOne by the Client, the Users, or anyone else using the Client's Account complies with all applicable laws, rules, and regulations, and that Scope's use of the User Content in accordance with this license will not violate or infringe upon the rights of any person or legal entity.

3. ScopeOne Account

3.1 All Users must be natural persons. The Client shall not permit any third party outside of its organization, including, without limitation, the Client's Affiliates, to become a User or otherwise be granted access the Account.

3.2 When registering the Account, the Client shall designate an Admin username and password and provide Scope with accurate, complete, and up-to-date information in connection therewith.

3.3 The Admin shall have the right to add additional Users to the Account, each of whom shall have their own username and password which may not be shared with any third party.

3.4 The Client shall be solely responsible for the confidentiality and use of all passwords of the Account, as well as for all communications entered through the Account using any such password. The Client shall immediately notify Scope if the Client becomes aware of any loss or theft of any password of the Account or any unauthorized use thereof. Scope reserves the right to delete or change a password at any time and for any reason.

3.5 Scope may at any time, whether temporarily or permanently, block or suspend any User, the Account, and/or access to any Product if Scope determines, in its sole discretion, that there is a threatened or actual violation of these Terms of Use or applicable Product Terms and Conditions. The Client or the Admin may request (in Text Form) that such block or suspension be lifted and Scope shall review such request. The Admin shall reasonably cooperate with Scope in its determination of whether access should be restored and provide such information as Scope may reasonably request for such purpose. Scope shall restore access if Scope deems it appropriate upon reasonable consideration of the relevant circumstances.

3.6 Any use of the Account or the Products in violation of these Terms of Use or applicable Product Terms and Conditions is a material breach of these Terms of Use. Scope may monitor the Client's use of the Account and/or the Products to ensure that the Client is in compliance with these Terms of Use or applicable Product Terms and Conditions. The Client is fully and solely responsible and liable for the use and access by its Users and their violation of these Terms of Use or any Product Terms and Conditions.

3.7 Scope may track or collect certain information of Users' activity on ScopeOne in connection with certain Products, including, without limitation, the credit ratings which a User subscribes to, follow, or monitor. Scope may disclose this information to other ScopeOne users, such as the issuers of such credit ratings, for the purpose of facilitating a forum for exchange and communications between ScopeOne users with similar interests. Users may opt in and out from being included in any such forums.

4. Products

4.1 A ScopeOne Account is required for all Products. A termination of the Client's Account for any reason will automatically terminate the Client's access to all Products. Fees paid by the Client in advance for any Product are not reimbursed upon termination of the Account, except as expressly provided otherwise in the applicable Product Terms and Conditions.

4.2 Products offered or available on ScopeOne, whether for purchase or free of charge, include Products of and offered by third parties, including Scope's Affiliates. In some cases, Scope or its Affiliates may act as resellers of third-party Products. Any and all rights, interests, and title in and to the Products belong exclusively to Scope, its Affiliates, and/or their third-party licensors. Unless expressly provided otherwise in the applicable Product Terms and Conditions, Scope is not responsible for examining or evaluating the content or accuracy of any third-party Products, shall not be liable for such third-party Products, and the Client agrees that the Client's use of any third-party Products is at the Client's sole risk.

4.3 The purchase, receipt, or use of and access to certain Products may be subject to specific Product Terms and Conditions, including third-party Product Terms and Conditions, which constitute separate agreements in addition to these Terms of Use to which Scope is not a party. By accessing, subscribing to, or purchasing any Products, the Client agrees to be bound by the applicable Product Terms and Conditions. In the event of a conflict between the terms of any given Product Terms and Conditions and the provisions of these Terms of Use, the terms of the relevant Product Terms and Conditions shall prevail.

4.4 Scope may also provide access to certain Products to all ScopeOne Users at no additional charge. Unless such Products are clearly marked as being "public" (such as, for example, public credit

ratings), the Client must treat, and must cause all of its Users to treat, such Products as strictly confidential. For the avoidance of doubt, Products that are labelled as "Solicited Subscription Credit Ratings" (incl. reports and information made available by Scope in connection therewith) must be treated as strictly confidential and may be used by the Client and the Client's Users only for the Client's internal purposes and for regulatory purposes. Solicited Subscription Credit Ratings may not be disclosed to any third party without Scope's prior written consent, and the Client's or its User's wrongful disclosure of any Solicited Subscription Credit Rating or related reports or information constitutes cause for immediate termination of the Client's License hereunder.

4.5 Scope's obligations with respect to all third-party Products are limited to the obligations expressly set forth in these Terms of Use, consisting primarily of the facilitation of access to such third-party Product via ScopeOne and collection of payments due in connection therewith, as applicable. Scope assumes no responsibility or liability with respect to any third-party Products not expressly described in these Terms of Use, and the Client's rights in connection therewith shall be set forth exclusively in the applicable Product Terms and Conditions.

4.6 Products are terminable in accordance with the applicable Product Terms and Conditions.

4.7 Some Products may be regulated by CRA Regulation and subject to specific terms and conditions with respect thereto. Scope may be required to disclose certain information of the Client and its Users under CRA Regulation.

4.8 Scope reserves the right to make changes to the Products available on ScopeOne or to the applicable fees for such Products at any time.

4.9 Scope may provide links, in its sole discretion, to other websites on the world wide web for convenience in locating related information and services. Any such websites have not necessarily been reviewed by Scope and are maintained by third parties over which Scope exercises no control. Scope and its directors, officers, employees, agents, representatives, licensors, and Affiliates expressly disclaim any responsibility for these third-party websites, including, without limitation, for the content, the accuracy of information, the quality of products or services provided by or advertised on and/or software downloaded from these third-party websites. Moreover, such links do not imply an endorsement of any third-party or any website or the products or services provided by any third party.

5. Fees and Payment

5.1 The registration and use of the Account are free of charge. Scope reserves the right to charge a fee for the use of the Account in the future, provided that Scope will notify the Client thereof sufficiently in advance.

5.2 The Account provides access to some Products at no additional cost. Access to certain



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Products require payment of a fee, however, including annual fees for subscription Products. These fees are due upon purchase of the relevant Products, unless otherwise provided in the applicable Product Terms and Conditions or invoice.

5.3 Scope charges and collects all fees for Products offered on ScopeOne, including Products offered by third parties. Invoices for all Products are issued on the Client's Account and payable by the Client in accordance therewith. Scope collects payment for all third-party Products on behalf of the third parties.

5.4 Fees and prices provided on ScopeOne are exclusive of VAT (unless expressly stated otherwise), sales tax, local and business taxes, and all other charges that are the responsibility of the Client. No deduction shall be made in relation to payment of any fees except for withholding tax required to be deducted under applicable law, treaty, or regulation.

5.5 Any fees not received within the applicable time period provided for payment shall be subject to interest charges on the overdue amount from the due date until the date of actual payment, after as well as before judgment, at the maximum permissible interest rate under applicable law.

5.6 Scope has the right to notify third-party Product providers of the payment status of the Client and to suspend and/or terminate Products for failure to pay applicable fees, and the Client shall remain obligated to pay the same notwithstanding any such suspension or termination.

5.7 The Client acknowledges and agrees that Scope has the right to enforce payment on behalf of third-party Product providers.

5.8 Fees for Products may be subject to change. Scope will notify the Client if the fees for any Products on the Account increase and, if required, will seek the Client's consent to continue the Product.

5.9 Certain paid Products may offer a free trial period prior to charging the Client. The free trial period may either terminate automatically and require a purchase for continued access to the Product or obligate the Client to terminate the free trial prior to its expiration to avoid the purchase of the Product. Scope will indicate the manner of termination of in connection with any such free trial.

6. Disclaimers; Limitation of Liability

6.1 Scope will use reasonable efforts to ensure that ScopeOne, the Account, and the Products will be made available to the Client 24 hours per day throughout the Term ("Normal Availability"). Notwithstanding the foregoing, Scope reserves the right to (i) vary the Normal Availability in any way provided that Scope will give the Client at least 48 hours' prior notice of its intention to do so, and (ii) suspend Normal Availability temporarily in the event of technical difficulties or other circumstances beyond Scope's reasonable control. In the event of

any such suspension of variation, Scope will use all reasonable efforts to resume Normal Availability as soon as practicable, but Scope shall in no event be liable for any loss, damage, or claim caused by such variation or suspension.

6.2 The Client expressly agrees that the Client shall use ScopeOne and the Account at its own risk and subject to all applicable laws, rules, and regulations. While Scope has endeavoured to create a secure and reliable digital marketplace, the Client understands and acknowledges that the confidentiality of any communication or material, including, without limitation, User Content, transmitted to/from ScopeOne or the Account over the internet cannot be guaranteed. Accordingly, Scope and its licensors and third-party Product providers shall not be responsible for the security of any information transmitted via the internet, the accuracy of the information contained on ScopeOne, or for the consequences of any reliance on such information. Scope shall have no liability for interruptions or omissions in internet, network, or hosting services. The Client assumes the sole and complete risk of using ScopeOne.

6.3 The Client further expressly absolves and releases Scope, its Affiliates, their third-party licensors and holds their respective officers, directors, employees, shareholders, managers, representatives, agents, successors, and assigns harmless from and against any claims, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorney's fees), arising out of or resulting from: (i) any cause beyond their control, including, without limitation, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labour problems, wars, terrorism, or governmental or regulatory restrictions; and (ii) any third-party claims based on or related to the Client's and its Users' use of ScopeOne and the Account or any breach by the Client and/or the Users of these Terms of Use.

6.4 EXCEPT AS EXPRESSLY PROVIDED OTHERWISE PURSUANT TO AN AGREEMENT, THE INFORMATION AND CONTENTS PROVIDED ON SCOPEONE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND SCOPE MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH INFORMATION AND CONTENTS. Under no circumstances, except to the extent required by applicable law, shall Scope have any liability to any person or entity for (i) any loss or damage caused in whole or in part by, resulting from, or relating to any error or other circumstance or contingency within or outside the control of Scope's or any of its directors', officers', employees', representatives', or agents' in connection with the delivery, collection, compilation, analysis, interpretation, editing, transcription,

transmission, communication, publication, or delivery of any such information, or (ii) any direct, indirect, special, consequential, compensatory, or incidental damages whatsoever (including, without limitation, lost profits) with respect to the foregoing.

6.5 The Client expressly acknowledges and understands that third-party Products provided on ScopeOne are the services and products of third-parties. Scope obtains all Products furnished on ScopeOne from sources it believes to be reliable and accurate. However, Scope is not an auditor and cannot and does not in every instance independently verify or validate the Products made available on ScopeOne. Accordingly, these third-party Products constitute the works, opinions, creations, contributions, information, services, analyses, data, and products of such third-parties which, unless expressly stated otherwise, Scope has not reviewed, approved, or otherwise confirmed and over which Scope has no control. Accordingly, Scope shall in no event be liable or responsible whatsoever for the accuracy, timeliness, correctness, completeness, or adequacy of any such third-party Products, the Client's use thereof, nor for their contents.

6.6 THE CLIENT EXPRESSLY AGREES THAT THE CREDIT RATINGS AND RELATED RESEARCH REPORTS PROVIDED ON SCOPEONE: (I) ARE, AND WILL BE, CONSTRUED SOLELY AS, STATEMENTS OF OPINION OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES AND NOT STATEMENTS OF CURRENT OR HISTORICAL FACT AS TO CREDIT WORTHINESS, INVESTMENT OR FINANCIAL ADVICE, RECOMMENDATIONS REGARDING CREDIT DECISIONS OR DECISIONS TO PURCHASE, SELL, OR HOLD ANY SECURITIES, ENDORSEMENTS OF THE ACCURACY OF ANY OF THE DATA OR CONCLUSIONS, OR ATTEMPTS TO INDEPENDENTLY ASSESS OR VOUCH FOR THE FINANCIAL CONDITION OF ANY COMPANY; (II) DO NOT ADDRESS ANY OTHER RISK, INCLUDING, WITHOUT LIMITATION, LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY; (III) DO NOT TAKE INTO ACCOUNT THE CLIENT'S PERSONAL OBJECTIVES, FINANCIAL SITUATIONS, OR NEEDS; AND (IV) WILL BE WEIGHED, IF AT ALL, SOLELY AS ONE FACTOR IN ANY INVESTMENT OR CREDIT DECISION MADE BY OR ON BEHALF OF THE CLIENT. ACCORDINGLY, THE CLIENT FURTHER EXPRESSLY AGREES THAT THE CLIENT WILL TAKE DUE CARE AND MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY OR CREDIT THAT THE CLIENT MAY CONSIDER PURCHASING, HOLDING, SELLING, OR PROVIDING. THE CLIENT EXPRESSLY AGREES THAT ANY TOOLS OR INFORMATION MADE AVAILABLE ON SCOPEONE ARE NOT A SUBSTITUTE FOR THE EXERCISE OF INDEPENDENT JUDGMENT AND EXPERTISE. THE CLIENT SHOULD ALWAYS SEEK THE ASSISTANCE OF A PROFESSIONAL FOR



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ADVICE ON INVESTMENTS, TAX, THE LAW, OR OTHER PROFESSIONAL MATTERS.

6.7 FOR THE AVOIDANCE OF DOUBT, AND TO THE EXTENT PERMITTED BY LAW, SCOPE DISCLAIMS LIABILITY FOR ANY DIRECT OR COMPENSATORY LOSSES OR DAMAGES CAUSED TO ANY PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, BY ANY NEGLIGENCE (BUT EXCLUDING, INTENTIONAL MISCONDUCT AND GROSS NEGLIGENCE OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW) ON THE PART OF, OR ANY CONTINGENCY WITHIN OR BEYOND THE CONTROL OF, SCOPE ARISING FROM OR IN CONNECTION WITH THE CLIENT'S USE OF OR INABILITY TO USE SCOPEONE, THE ACCOUNT, AND THE PRODUCTS. THE CLIENT MUST USE ALL REASONABLE EFFORTS TO MITIGATE ANY LOSS OR DAMAGE WHATSOEVER (AND HOWEVER ARISING) AND NOTHING IN THESE TERMS OF USE SHALL BE DEEMED TO RELIEVE OR ABROGATE THE CLIENT OF ANY SUCH DUTY TO MITIGATE ANY LOSS OR DAMAGE. IN ANY EVENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF SCOPE FOR ANY REASON WHATSOEVER RELATED TO ACCESS TO OR USE OF SCOPEONE, THE ACCOUNT, AND THE PRODUCTS SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT PAID BY THE CLIENT FOR PRODUCTS PROVIDED ON SCOPEONE PURSUANT TO THESE TERMS OF USE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (II) EUR 100.

6.8 The Client agrees that no oral or written information or advice given by Scope or its employees or representatives or agents in respect to ScopeOne shall constitute a representation or warranty unless such information or advice is incorporated into these Terms of Use by written agreement.

6.9 Scope may limit the availability of ScopeOne, in whole or in part, to any person, entity, geographic area, or jurisdiction Scope chooses, at any time and in Scope's sole discretion.

6.10 THE PRODUCTS MADE AVAILABLE ON SCOPEONE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THERE MAY BE TIMES WHEN SCOPEONE OR PRODUCTS ARE UNAVAILABLE. SCOPE MAY FURTHER MAKE MODIFICATIONS AND/OR CHANGES TO SCOPEONE OR THE PRODUCTS DESCRIBED OR MADE AVAILABLE ON SCOPEONE AT ANY TIME, FOR ANY REASON.

6.11 Nothing herein shall be deemed to exclude or limit Scope's liability in violation of any applicable law, including Scope's liability for intentional or grossly negligent misconduct.

7. Term and Termination

7.1 The Term of the Client's Account and these Terms of Use shall commence upon Scope's

approval of the Client's Account registration application and shall continue in full force and effect for one (1) year thereafter. The Term shall automatically renew for successive one (1)-year Terms unless and until the Account is terminated.

7.2 The Client may terminate the Account at any time for any reason by following the termination instructions on the Account or submitting notice of termination in Text Form to Scope.

7.3 Scope may terminate the Account for any reason upon three (3) months' prior notice, which termination shall take effect as of the latter expiration of (i) the then-current Term, or (ii) any then-ongoing Product. Upon Scope's notice of termination, Scope may restrict the Client's ability to purchase additional Products for the remainder of the Term.

7.4 Scope may suspend or terminate the Client's Account with immediate effect in the event of the Client's (i) default of its payment obligations, (ii) material breach of the provisions of these Terms of Use, or (iii) failure to satisfy Scope's *Know Your Customer* due diligence requirements and standards. Scope may similarly terminate the Account with immediate effect if Scope discontinues the operation of ScopeOne for any reason.

7.5 The Termination of the Account for whatever reason shall not affect Scope's right to recover any moneys due at the time of termination or to recover damages for any breach of contract claim.

7.6 The Client understands and agrees that in the event that the Client has purchased Products which are ongoing as of the date of termination, the Products will automatically terminate with the Account and the Client will not be entitled to reimbursement of any fees paid in advance for such Products, except in the event that the Account is terminated due to Scope's discontinuation of ScopeOne or as otherwise expressly agreed in the applicable Product Terms and Conditions.

8. Miscellaneous

8.1 Scope reserves the right, at its sole discretion, to modify, amend, update, or change the terms and conditions of these Terms of Use at any time upon notice in Text Form, publication on ScopeOne, and/or other reasonable means of delivery. Such changes shall become effective upon Scope's issuance of notice. The Client's continued access to or use of the Account shall be conclusively deemed to constitute the Client's acceptance of the notified changes. The Client expressly agrees that notice of changes to these Terms and Conditions in Text Form, posted on ScopeOne, or through other reasonable means of delivery constitutes reasonable and sufficient notice.

8.2 All notices required or desired to be given under these Terms of Use shall be deemed given if delivery in Text Form.

8.3 The laws of the Federal Republic of Germany shall govern these Terms of Use and

exclusive venue for any dispute in connection herewith shall lie in the courts of competent jurisdiction in Berlin, Germany.

8.4 The failure to insist on strict performance of any of the terms or conditions of these Terms of Use shall not operate as a waiver of any subsequent default or failure of performance. No waiver by Scope of any right under these Terms of Use shall be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

8.5 The provisions of these Terms of Use shall be severable. If any provision or portion thereof shall be determined to be void or unenforceable, the relevant provision or portion thereof shall be deemed deleted and these Terms of Use, and the validity and enforceability of all remaining provisions and portions thereof shall not be affected.

8.6 With the exception of any Product Terms and Conditions, these Terms of Use represent the entire agreement between the Client and Scope with respect to the Client's use of ScopeOne, the Account, and the Products, and supersede all prior or contemporaneous communications, proposals, agreements, and promises, whether written or oral, between Scope and the Client with respect to the subject matter hereof. Any rights not expressly granted to the Client hereunder are expressly reserved.

8.7 Scope's Affiliates, Scope's third-party licensors and third-party Product providers are intended to be third-party beneficiaries of the terms and conditions set forth herein, as applicable to their respective Products.

8.8 The Client shall not assign its rights and obligations under these Terms of Use without Scope's prior written consent. Any assignment made or attempted in violation of these Terms of Use shall be null and void. These Terms of Use shall be binding on Scope, the Client, and their respective successors and assigns.

8.9 Questions or concerns about these Terms of Use may be directed to servicecentre@scopegroup.com.