

ALFEN USER TERMS AND CONDITIONS FOR DIGITAL APPLICATIONS 2024-I



These Alfen user terms and conditions for digital applications 2024-I, are used by Alfen B.V., registered with the Dutch Chamber of Commerce under number 39037364 and/or Alfen ICU B.V., registered with the Dutch Chamber of Commerce under number 64998363, both with principal place of business at Hefbrugweg 79, 1332 AM Almere, the Netherlands, hereinafter 'Alfen'.

1. General

- 1.1 The installation or use of websites, web applications, mobile device applications and other digitally accessible means ('**Applications**'), developed by and/or on behalf of, or made accessible by Alfen, is subject to these user terms and conditions ('**Terms**'), whether or not it is necessary for you ('**User**') to create an account to be able to use the Application ('**Account**').
- 1.2 Before installing, accessing or using an Application, or before creating an Account, the User must carefully read, review and accept these Terms, which apply to the first usage and all future usages of the Application. These Terms can be accepted by checking the box 'accept terms and conditions' or any similar representation. Upon that moment, but ultimately upon the moment the User accesses or uses the Application for the first time or creates an Account, a legal agreement is concluded between the User and Alfen on the basis of these Terms. It is not possible to use the Application or create an Account without agreeing to these Terms.

2. Right of Use

- 2.1 With the acceptance of these Terms by the User, Alfen grants the User the personal, limited, revocable, non-exclusive, non-transferable and non-sublicensable right to use the Application in accordance with these Terms and the purpose of said Application ('**Right of Use**').
- 2.2 The Right of Use, and therewith any Accounts, can be terminated by Alfen with immediate effect without notice and without being due any form of compensation towards the User, if:
 - 2.2.1 the User fails to comply with any of the obligations under these Terms, in which case Alfen reserves the additional right to demand compliance with these Terms and/or claim compensation for damages suffered and/or costs incurred; or
 - 2.2.2 Alfen changes these Terms in accordance with Clause 5.4 and the User does not wish to agree to these changed Terms.

- 2.3 Alfen and the User may terminate the Right of Use, and therewith any Accounts, at any time without cause and without being due any form of compensation towards the other. If Alfen wishes to terminate the Right of Use or an Account of the User, Alfen may do so upon notice, as far as commercially reasonably possible. If the User wishes to terminate the Right of Use, it can do so by no longer accessing and/or deleting the Application and/or deleting its Account.

- 2.4 Termination of the Right of Use shall not prejudice those parts of these Terms which by their nature are intended to survive termination, including but not limited to, Clauses 6 up to and including 10.

3. Use of Applications

- 3.1 The User shall follow the instructions of Alfen for access to and use of the Application, including but not limited to the instructions described in the Application itself and in these Terms.
- 3.2 The User warrants that any data entered by the User in the Application or in an Account is true and accurate. The User shall immediately update any data in case of changes to such data.
- 3.3 If applicable, the Account details of the User must be protected from unauthorized access and kept strictly confidential. If the suspicion arises that a third party has access to the login details of the Account of the User, Alfen must be notified immediately and the User is obliged to change its password immediately. The User is – and in the case of loss of account details remains – solely responsible for any activity performed by it or via its device or its Account in relation to the Application. If the User allows a third party to access the Application on its device or via its Account, such third party shall use the Application and/or the Account in accordance with these Terms and the User is responsible for and shall indemnify Alfen for any costs, damages and/or negative consequences resulting from the use of the Application and/or the Account by a third party.
- 3.4 Applications may require the owner of an Alfen product to provide access to the Alfen product to third parties such as installers, operators or monitoring parties ('**Third Parties**'). The Third Parties declare to have permission from the User to use the Application and are considered 'Users' for the benefit of these Terms. The Third Parties and the User represent and warrant to Alfen that they are aware of the effects of the changes they make to the product via the Application. Alfen is not liable for any adverse

consequences to the actions of the User or the Third Parties contrary to the foregoing.

3.5 When using an Application or an Account, the User may not upload, download, post or otherwise transmit any material or content which, to the reasonable opinion of Alfen, (i) is unlawful, harmful, sadistic, cruel, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, bigoted, racially, ethnically, sexually or otherwise objectionable, or otherwise harms or harasses a person in any way; (ii) is not permitted to be transmitted under any applicable law or under any contractual or fiduciary relationship (for instance because it qualifies as inside, proprietary or confidential information); (iii) infringes any patent, trade mark, trade secret, copyright, database right or other intellectual property right of any person or entity; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (v) contains software viruses, worms, Trojan horses or any other computer code, files or programs designed to interrupt, deny, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (vi) interferes with or disrupts the Application or servers or networks connected to the Application, disobeys any requirement, procedure, policy or regulation of any network connected to the Application or causes nuisance or inconvenience to other users of the Application; (vii) may violate any applicable law or regulation including, but not limited to, regulations promulgated by any securities exchange or financial regulatory body; (viii) collects, attempts to collect or stores personal data of other users of the Application.

3.6 When using an Application or when creating an Account, the User may not impersonate any person or entity, including but not limited to Alfen or an Alfen official, forum leader, guide or host, or falsely state or otherwise misrepresent the User's affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted from an Account or through an Application.

3.7 Alfen reserves the right to delete any data shared by the User, immediately, without notice and without being due any form of compensation towards the User, if Alfen believes that (part of) the data does not meet the obligations as set out in these Terms.

3.8 Alfen can temporarily or permanently restrict or block access of an User to an Application or its Account whenever it deems necessary. As far as commercially reasonably possible, Alfen will inform the User of any limited or blocked access.

4. No Warranties

4.1 Alfen provides the Application to Users 'as is'. Alfen uses its commercially reasonable endeavours to keep the Application available to the Users, but does not provide any warranty whatsoever in relation to the Application itself or the availability thereof. No warranties, including, but not limited to, warranties regarding the proper functioning, quality, suitability for a purpose, reliability,

availability, accuracy, completeness, absence of infringement of (intellectual) property rights of third parties, absence of viruses, presence of sufficient support services, etc., are provided whatsoever. Alfen does not warrant that the Application is and/or will be compatible with devices and/or browsers of the User.

4.2 If the Application contains a defect, Alfen will use commercially reasonable endeavours to remedy the defect within a reasonable period. A defect means the (partial) unavailability of a functionality that was previously available, unless this functionality is intentionally no longer (fully or unaltered) available due to changes made by Alfen to the Application or due to the discontinuance of (part of) the Application. Alfen reserves the right to charge the actual costs of a remedy to the User, if the defect has been caused by or is attributable to the User. Alfen does not provide any warranties in relation to the timely, complete and/or proper remedy of a defect.

4.3 Alfen uses commercially reasonable endeavors to prevent unauthorized parties from accessing an Application, but Alfen does not warrant that data transmission will not occur because of unlawful interception.

5. Changes

5.1 Alfen reserves the right, at its sole discretion, to update or upgrade an Application or to change any features, functionalities or the appearance of an Application or to discontinue the Application or parts thereof ('**Application Changes**'). These Terms apply to (the use of) the Applications after any Application Changes as well. Alfen has no obligation to provide User with any Application Changes.

5.2 Applications may automatically check for available Application Changes and may automatically implement the Application Changes or provide User with an option to manually implement the Application Change. If User does not manually implement the Application Change, this may affect (the quality or the availability of) the use of the Application.

5.3 Any Application Change may result in an Application being temporarily or permanently unavailable in whole or in part. Alfen cannot be held responsible or liable for the consequences of interruptions of an Application for whatever reason.

5.4 Alfen reserves the right to amend (part of) these Terms from time to time at its sole discretion. All changes are effective upon implementation and the amended Terms are applicable to any use of the Application from the moment of the amendment. The use of the Application by the User after amendment of the Terms, means that the User has accepted the amended Terms.

6. Liability

6.1 The use of the Application is at the User's sole risk. To the extent permitted by applicable mandatory law, due to the fact that the Application is provided free of charge, Alfen is not liable for any costs, damages and/or negative consequences, and is not obligated to indemnify any User, by virtue of or in connection with these Terms, the

Application (including in any case the use or unavailability thereof) and the processing of personal data. Under no circumstances will Alfen be liable for any costs, damages and/or negative consequences caused by or in relation to the loss or corruption of data, loss of business information, loss of profits, loss of revenues, loss of production, loss of agreements, damage and/or costs due to business interruption and other indirect or consequential damage. The liability of Alfen is in any case limited to the amount actually paid out under an insurance taken out by Alfen in connection with the liability event.

- 6.2 The User will indemnify Alfen against all claims of third parties that relate to the data, materials or content uploaded to an Application by the User and/or the use of an Application by the User. The User will bear all costs of Alfen in relation to such a claim, including but not limited to judicial costs such as attorney fees and court costs.
- 6.3 If Alfen – at its sole discretion and in deviation of Clause 6.2 – wishes to handle any claim of a third party itself, the User is obliged to provide Alfen upon first request of Alfen (i) immediately, correctly and completely with all information that Alfen requests in relation to the verification of the claim asserted and (ii) with immediate assistance in Alfen's legal defence.

7. Personal Data

- 7.1 Under the General Data Protection Regulation, Alfen qualifies as a controller in relation to any personally identifiable information of an User that is provided to Alfen by accessing the Application and/or creating an Account. The processing of such personal data is covered by the terms of the Privacy Statement of Alfen (accessible via: <https://alfen.com/en/privacy-policy-clients-website-visitors-and-cookie-policy-website-visitors>).

8. Intellectual Property

- 8.1 Title, ownership and intellectual property rights in relation to an Application and its content are the sole property of Alfen or of third parties engaged by Alfen. The User only receives the Right of Use in accordance with these Terms. The Application or parts thereof may be covered by third-party licenses (including open source licenses).
- 8.2 The User grants Alfen the right to use all data shared by the User via the Application for the performance of the activities of Alfen under or in relation to these Terms and services to be provided via the Application.
- 8.3 The User shall not (i) copy, frame, mirror, share, duplicate, distribute, modify, lease, transfer, sell or otherwise attempt to make money with (any part or content of) the Application, (ii) reverse engineer, disassemble or decompile the Application or in any other way trace the Application back to its object code or source code, (iii) circumvent, modify or remove security or restriction measures, (iv) create derivative works based on the Application or copy any features, functions or graphics of the Application, or (v) use any applications that monitor, manipulate and/or copy (any part or content of) the Application.

9. General

- 9.1 The User acknowledges and agrees that Applications may be subject to export restrictions and regulations imposed by national and international regulations, such as those of the European Union. The User agrees that the User will not acquire, send, transfer or export an Application, either directly or indirectly, to a country for which this export is prohibited under the export rules.
- 9.2 If a provision of these Terms is held to be (partly) invalid or unenforceable, the remainder of that provision and all other provisions of these Terms will remain valid and enforceable to the fullest extent permitted by Dutch law. Alfen will replace the invalid or unenforceable provision with a provision that approaches the intention of the invalid or unenforceable provision as close as possible, without it being itself invalid or unenforceable under Dutch law.
- 9.3 The failure of, or any delay in, exercising any right or remedy under these Terms on the part of Alfen shall not be regarded as a waiver thereof, nor shall any single or partial exercise of any right or remedy under these Terms preclude any other or future exercise thereof or the exercise of any other remedy granted under these Terms or under Dutch law.

10. Applicable Law

- 10.1 These Terms and the use of the Application are subject to the laws of the Netherlands, excluding its conflict of laws provisions. Any issues arising out of or in connection with these Terms, the use of the Application or in any other matter between User and Alfen shall be subject to the exclusive jurisdiction of the District Court 'Midden Nederland', location Almere, the Netherlands.