



## General Terms and Conditions of Stream Finance GmbH

### Section 1

#### Scope of Application, Definitions

- 1.1 These general terms and conditions (including any Annexes, "**GTC**") apply on any business relationships between you as a customer ("**Customer**")<sup>1</sup> and Stream Finance GmbH, registered with the commercial register (*Handelsregister*) at the local court of Berlin under HRB 243968 B and with business address at Kopernikusstraße 18A, 10245 Berlin ("**OPTO**") for the use of the website [www.getopto.com](http://www.getopto.com) ("**OPTO Platform**").
- 1.2 These GTC apply only to commercial traders, companies, and institutions and corporations under public law and their foreign equivalents.
- 1.3 OPTO intends to offer an online platform to provide information and data analysis as well as to facilitate the use of other partner platforms ("**Partner Platforms**" and the operator of such Partner Platform, the "**Partner**"), which offer certain financial and other services ("**Partner Services**").
- 1.4 OPTO reserves the right to change these GTC at any time, provided that the changes do not unreasonably disadvantage the Customer. In the event of an amendment to the GTC, OPTO shall notify the Customer of any amendments and specifically indicate to the customer its option to object and the significance of the deadline. The amendments shall be deemed approved if the Customer does not object to the amendments within six (6) weeks after notification by OPTO in Text Form to [\[support@getopto.com\]](mailto:support@getopto.com).
- 1.5 OPTO shall be entitled to commission third parties and vicarious agents to fulfill its contractual obligations.
- 1.6 Terms defined in these GTC shall be interpreted and construed consistently and have the same meaning throughout these GTC.
- 1.7 Unless a contrary indication appears or is required by the context, the following provisions shall apply to the interpretation of this GTC:
- a) a reference to a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) and includes such person's legal representatives, successors and permitted assignees and transferees;
  - b) words such as "hereof", "herein" or "hereunder" refer (unless otherwise required by the context) to these GTC as a whole and not to a specific provision of these GTC;

- c) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- d) a reference to a provision of law is a reference to that provision as amended or reenacted from time to time; and
- e) the term "including" (and similar terms such as "in particular") means "including without limitation".

Unless a contrary indication appears, a term used in any notice given under or in connection with the Contract has the same meaning as in these GTC.

These GTC are to be interpreted exclusively in accordance with German law and usage of terminology. Terms to which either in the same provision or elsewhere in these GTC a German translation has been added shall be interpreted throughout these GTC as having the meaning assigned to them by the German translation.

- 1.8 **"Annexes"** means, in particular, Annex A – List of Data Services, Annex B – List of Prices, Annex C – Data Processing Agreement, Annex D – Walbing Service, and Annex E – Swan Services. Annexes are subject to change in accordance with Section 1.4.

## **Section 2 Conclusion of the Contract**

- 2.1 The contract between OPTO and the Customer (including the GTC, "**Contract**") is concluded by offer and acceptance. The Customer offers the conclusion of the contract by completing the registration form with the Registration Data. OPTO will accept this offer by a confirmation e-mail. With the registration and confirmation the Customer will have access to a personal user account ("**Account**") on the OPTO Platform.
- 2.2 The use of the respective Partner Platform is only permitted for users who have been priorly authorized by the respective Partner ("**Authorized Users**"). OPTO undertakes to support for the Customer the regular registration process in place with regard to the respective Partner Platform, in order for the Customer to become an Authorized User ("**Registration Service**").
- 2.3 OPTO provides the Customer with data analysis which are accessible through the Account ("**Data Services**" and together with the Registration Service, "**Service**"). The scope of these Data Services is determined in **Annex A**. These Data Services are limited to Customer Data and any data received from a Partner or Partner Platform, not including any credentials or access data to the Partner Platform. OPTO is in no event obliged to obtain or request any further data and to verify or assess the accuracy of received data.
- 2.4 Whenever during the Term, a Service cannot be fully performed, OPTO will inform the Customer accordingly and, unless otherwise instructed, continue to take reasonable efforts and attempt to perform such Service.
- 2.5 OPTO shall receive from the Customer remuneration for the performance of the Services as specified in **Annex B**.

## **Section 3 Customer Obligations; Sharing of Data**

- 3.1 The Customer shall provide the Registration Data to OPTO in complete and accurate form.
- 3.2 "**Registration Data**" means any data that is required by any Partner for registration of the Customer with a Partner Platform, which includes in particular:
- a. company, name or designation;

- b. legal form and legal representatives;
  - c. LEI (Legal Entity Identifier), if applicable;
  - d. register number, if applicable;
  - e. address of the registered office or head office and names of the members of the representative body or legal representatives. If a member of the representative body or legal representative is a legal person, the firm, name or designation, legal form, register number (if any) and address of the registered office or head office must be provided; and
  - f. beneficial owners.
- 3.3 In case any of the Registration Data as well as any other data provided under these GTC (jointly "**Customer Data**") changes or becomes incomplete or incorrect during the Term, the Customer shall immediately provide OPTO at least in Text Form with corrected, updated or extended data.
- 3.4 The Customer shall reasonably support OPTO upon request at least in Text Form during the Term in performance of the Services.
- 3.5 The Customer acknowledges and agrees that OPTO, in particular, does not
- a. verify the accuracy and completeness of the data transmitted to OPTO by the Customer;
  - b. validate that such data transmitted is in accordance with any Partner's policies (especially any terms and conditions of the respective Partner Platform);
  - c. ensure the inclusion of any such data on the respective Partner Platform,
  - d. ensure the conclusion of any contracts between the Customer and any other user of the Partner Platform; and
  - e. assume any liability for any conduct by any Partner or any other user of the any Partner Platform.
- 3.6 The Customer authorizes OPTO to transmit any Customer Data to the Partner on an ongoing basis.

#### **Section 4 Limitations**

- 4.1 OPTO and the Customer acknowledge that the respective Partner Platform is solely offered and operated by the respective Partner. Accordingly, they acknowledge and agree that the decision whether the Customer becomes an Authorized User as well as any Partner Services or any actions or requests on the respective Partner Platform are in the sole discretion of the respective Partner. OPTO and the Customer further acknowledge any Partner's right to deny any Partner Services or any specific actions in accordance with the law or the general terms and conditions of the Partner Platform. OPTO therefore does not assume any liability with regard to a successful registration of the Customer, any successful Partner Servicer or any other successful actions or requests on the respective Partner Platform but, in case of any hindrances, the only obligation of OPTO in this regard shall be to comply with the Service pursuant to Section 2.4.
- 4.2 The obligations of OPTO as part of the Services, including with regard to the obligation under Section 2.4, shall, wherever interaction with a Partner Platform is required, be further limited to OPTO being able to access and use the relevant functions of the respective Partner Platform, provided that this limitation shall not apply if OPTO has exclusively caused any such hindrance itself.

- 4.3 OPTO shall towards any Partner and the respective Partner Platform, in relation to the Services, unless otherwise required by the context, exclusively act as messenger (*Bote*). Accordingly, OPTO does in any event not verify and is not liable for the accuracy or completeness of any data provided by the Customer, including Customer Data. In case of any such provided data becoming inaccurate or incomplete with regard to a Partner or the Partner Platform, OPTO shall be under no obligation to update any such data until having been provided with a sufficient update in accordance with Sections 3.3.
- 4.4 By accepting these GTC, the Customer acknowledges and agrees that OPTO itself shall in no event under the Contract be required to (i) provide any regulated banking or financial services, or (ii) otherwise provide any services that would require OPTO to obtain or possess any sort of regulatory approval. OPTO shall under no circumstances form part of the any contractual relationship between the Customer and the Partner or any contract concluded by use of the Partner Platform but shall only facilitate the transmission of Customer Data to the Partner Platform and perform the Services. In particular, OPTO shall in no event serve as, or be deemed a, representative (*Stellvertreter*) or commission agent (*Kommissionär*), within the meaning of sec. 383 German Commercial Code (*Handelsgesetzbuch – HGB*), (loan) broker (*(Darlehens-)Vermittler*) or otherwise for the Customer or the Partner.
- 4.5 The performance of Services by OPTO will generally take place from 9 am to 5 pm, from Monday through Friday. Should OPTO also perform Services outside of the aforesaid times, this shall not cause an increased general service level in relation to the Services.

## **Section 5**

### **Liability and Indemnification**

- 5.1 OPTO assumes no responsibility for the availability of the Partner Platform or the business conduct of the Partner. If OPTO cannot register (i) the Customer as Authorized User or (ii) any other Customer Data or (iii) perform any of the Services, OPTO shall not be liable for any damages, unless the underlying hindrance is exclusively caused by OPTO.
- 5.2 The liability of OPTO under or in connection with the Contract shall be limited to EUR 2,000 in the individual case and a maximum aggregate amount of EUR 25,000 per calendar year.<sup>2</sup>
- 5.3 Nothing in the Contract shall limit the liability of OPTO for damages due to (i) willful intent (*Vorsatz*), (ii) gross negligence (*grobe Fahrlässigkeit*), (iii) breaches of essential contractual obligations (*wesentliche Vertragspflichten*), (iv) injury to life, limb or health, or (iv) in the case of claims under the product liability act (*Produkthaftungsgesetz*). Material contractual obligations are those whose fulfilment is necessary to achieve the purpose of the agreement.
- 5.4 The Customer shall indemnify and hold harmless OPTO against any third-party claims (including by the Partner or any of its affiliates) arising out of or resulting from a breach of this Contract or statutory law by the Customer, including the provision of false, incomplete or inadmissible Customer Data.

## **Section 6**

### **Term and Termination**

- 6.1 The Contract shall initially have an indefinite term ("**Term**").
- 6.2 OPTO and the Customer are each entitled to terminate the Contract with one months' notice to the end of the respective month.

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- 6.3 The right to an extraordinary termination of the contract with immediate effect for cause shall remain unaffected. In particular, the right of extraordinary termination exists
- a) if a required license of the Partner ("**Partner License**") has never existed, becomes invalid or does not cover all services offered by the respective Partner; or
  - b) if the activity of OPTO itself in whole or in part will require any kind of license.

## **Section 7**

### **Data Protection**

- 7.1 To the extent (i) Customer Data is considered personal data according to Art. 4 Nr 1 of the European General Data Protection Regulation ("**GDPR**") and (ii) that where OPTO carries out such Customer Data on behalf of the Customer this applies subject to compliance with the provisions of the data processing agreement ("**DPA**") in **Annex C**.
- 7.2 The DPA forms an integral part of this GTC, unless the Parties agree or have already agreed on a deviating data processing agreement. In the event of a conflict between the provisions of the DPA and any provision of these GTC, the provisions of the DPA shall prevail.

## **Section 8**

### **Final Provisions**

#### **8.1 Confidentiality**

- a. In connection with this Contract, a party ("**Disclosing Party**") may disclose or otherwise make available to the other party ("**Receiving Party**") technical, commercial, financial, legal or other information in any form or through any media ("**Confidential Information**"). The Receiving Party will protect the Disclosing Party's Confidential Information against unauthorized use, disclosure, publication, or dissemination using the same standard of care it uses with its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
- b. The obligations in this Contract will not restrict the Receiving Party from disclosing Confidential Information where the Receiving Party can demonstrate that such Confidential Information:
  - 1. is or becomes publicly known other than as a result of a disclosure by the Receiving Party;
  - 2. was possessed or known by the Receiving Party prior to the disclosure or discovery of such Confidential Information;
  - 3. was developed internally and/or externally by the Receiving Party without use of or reference to the Confidential Information; or
  - 4. is required to be disclosed by the Receiving Party pursuant to any applicable law or enforceable decision of any court or regulatory body, provided that the Receiving Party will provide reasonable prior written notice to the Disclosing Party, limit the disclosure to the fullest extent legally possible and cooperate with the Disclosing Party in seeking a protective order from the appropriate court or regulatory body.
- c. The confidentiality obligations contained in this Section expire and are of no further force or effect three (3) years from the date of termination of this Contract. Customer agrees that OPTO may disclose the Confidential Information to any potential acquirer or participation in OPTO provided that such recipient has entered into a corresponding confidentiality undertaking.

## 8.2 **Entire Agreement**

The Contract contains the entire agreement reached between the Parties on the subject hereof. In particular, no ancillary verbal agreements have been made.

## 8.3 **Notices**

All notices or other communications hereunder shall be done in the English language and at least in text form pursuant to sec. 126b German Civil Code (*Bürgerliches Gesetzbuch – BGB*) ("**Text Form**") unless these GTC or statutory law stipulate a stricter form.

## 8.4 **German Law and Jurisdiction**

These GTC are governed by German law, excluding its conflict of law provisions. The exclusive place of jurisdiction for all disputes arising out of or in connection with the Contract is, to the extent legally permissible, Berlin, Germany.

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