

Current as of March 5th 2025

Terms and conditions for MnAcorn

MnAcorn Ltd (registered with trade register number 783214, trade name MnAcorn) provides access via the internet to the software developed by it. These are the terms and conditions applicable to the use of the services offered by MnAcorn Ltd (the “Services”), including the use of ‘MnAcorn’, an online platform that serves as a communication tool for sharing information with other parties.

By using the Website, the Platform or any other Service, you agree that these terms and conditions apply to them. If you do not agree with these Terms, you are advised not to use the Services.

These terms and conditions consist of the following parts:

I General

II Terms and conditions of SaaS services

Part I - General

Article 1 - Definitions

1.1 Agreement: the agreement entered into between MnAcorn and Client with respect to the Services and any subsequent agreement or further agreement. To the extent that the Services are provided free of charge, the use of the Services constitutes a user agreement to which these General Terms and Conditions also apply.

1.2 Client: a party that enters into an Agreement with MnAcorn.

1.3 Confidential Information: any information other than Personal Data that is marked confidential or the confidentiality of which the recipient should understand.

1.4 MnAcorn: MnAcorn Ltd, a private limited liability company, registered in Ireland and having its principal place of business in Dublin, The Black Church, St Mary's Pl N, Phibsborough, Dublin, D07 P4AX, Ireland, registered in the trade register of the Chamber of Commerce under number 783214 .

1.5 Fee: any fee that the Client (periodically) owes to MnAcorn for (the right to) make use of the Services.

1.6 IP rights: all intellectual property rights, copyrights, trademarks, patent rights or any other intellectual property right, including but not limited to: analyses, reports, designs, advice, sketches, documentation, manuals, models, techniques, instruments, and software.

1.7 Personal data: information about or traceable to an identifiable natural person.

1.8 Platform: the MnAcorn platform, accessible via the Website (www.MnAcorn.com) and/or an app.

1.9 SaaS: the 'remote' provision and keeping available of software to the User via the internet or another data network by or on behalf of MnAcorn, without the User being provided with a physical carrier with the software in question.

1.10 Services: the limited, non-exclusive, revocable, and non-transferable, non-sublicensable right to access the Platform and any other (marketing) services and products of MnAcorn, whether or not for a fee.

1.11 Terms and Conditions: these Terms and Conditions apply to the Services of MnAcorn.

1.12 User: the natural person who uses the Services. The User can also be a Client.

Article 2 - Applicability, amendment, and order of precedence

2.1 These Terms and Conditions apply to all offers and Agreements of MnAcorn. Depending on the Services, different parts of these Terms and Conditions will apply.

2.2 These Terms and Conditions and the Fees may be unilaterally amended by MnAcorn from time to time. Any changes will be communicated via e-mail and will apply on the date determined by MnAcorn.

2.3 In the event of a conflict between these General Terms and Conditions and the Agreement, the Agreement shall prevail. In the event of a conflict between parts of these Terms and Conditions, the part with the higher number shall prevail.

Article 3 - Commencement, duration, and termination of Agreements

3.1 The content of the Agreement/Services and the amount of any Fee are stated in or with the Agreement.

3.2 Agreements are concluded by the Client signing them or by the Client accepting an offer

from MnAcorn in another way.

3.3 Unless otherwise agreed or if the nature of the Agreement indicates otherwise, Agreements are concluded for a specified period of time without the possibility of early termination. Agreements will be automatically renewed at the end of the period on the basis of the same type of Agreement and at the then applicable Fee unless written notice to terminate is given no later than 30 days before the end of the Agreement. If you have any questions about your Agreement or wish to notify us of address changes, terminations, or the like, please send an e-mail message to info@MnAcorn.com.

3.4 MnAcorn has the right to refuse to enter into an Agreement with a Client without giving reasons. In addition, MnAcorn has the right to terminate the Agreement in writing with immediate effect, if Clients and/or Users act in violation of the Agreement or for any other reason that MnAcorn believes justifies such termination. If MnAcorn terminates the Agreement with immediate effect in response to Client or its Users acting in breach of the Agreement, Client will not be entitled to a refund of the Fee for the period after the date of termination.

Article 4 - Fees and payment

4.1 The Fee for the right to use the Services is due and owed regardless of whether and of the extent to which Client uses the Services. MnAcorn is authorized to unilaterally increase the amount of the Fee, which increase will occur upon notice given thereof by MnAcorn on a date determined by MnAcorn.

4.2 Payment of an agreed Fee always takes place in advance and must be received within thirty (30) days of the invoice date in question, in MnAcorn's bank account. Unless otherwise stipulated.

4.3 The Client is not entitled to set off or suspend any payment obligation.

4.4 The payment term for invoices is a strict deadline; after the payment term has expired, the Client is in default immediately and without notice of default given. The Client is liable to pay the statutory commercial interest on the unpaid amount of invoices from the moment the payment term has expired until the date of payment. In addition, in the event MnAcorn has to collect invoices, or cause them to be collected, Client is liable to reimburse the actual and reasonable extrajudicial and judicial collection costs incurred by MnAcorn, including but not limited to legal costs, with a minimum of EUR 500.

Article 5 - Liability and force majeure

5.1 MnAcorn excludes, to the fullest extent permitted by law, liability for any losses suffered by a Client or User in connection with the use of the Services caused by:

- 5.1.1 the unavailability of the Platform or parts thereof;
- 5.1.2 errors on the Platform or in the SaaS service;
- 5.1.3 inaccurate information on the Platform or in the result of the Services;
- 5.1.4 loss of User's information, data, or databases; or
- 5.1.5 changes to the Services or changes to the Platform.

5.2 MnAcorn's liability for indirect losses, including in any event consequential damage, loss of profit, lost turnover, is expressly excluded.

5.3 The total contractual and non-contractual liability of MnAcorn in respect of each Agreement is limited to the compensation of direct damage up to a maximum of the amount paid out by MnAcorn's liability insurance in the case in question, plus the applicable deductible, up to a maximum of the Fees paid by Client to MnAcorn for the twelve months preceding the (first) harmful event. If there is no insurance cover for MnAcorn's liability, MnAcorn's total liability for direct damage/losses under the Agreement - as a result of a single or several harmful events - is limited to the invoice value for the period of six months preceding the first harmful event. The limitation or exclusion of liability referred to in this article does not apply insofar as the damage/loss incurred is the result of willful recklessness or deliberate failure on the part of MnAcorn's management.

5.4 MnAcorn is not liable for damage suffered by a Client in the event of force majeure, which in the context of these General Terms and Conditions is understood also to include cases in which MnAcorn cannot or has not been able to meet its contractual obligations due to power failures, network failures, computer viruses or server failures.

5.5 MnAcorn has a contractual relationship solely with Client and not with its Users. Only Client (and not its Users) can hold MnAcorn contractually or extra-contractually liable and Client holds MnAcorn harmless in respect of claims of its Users.

5.6 Claims for compensation expire 12 months after the date on which Client became aware of or could reasonably have become aware of the the loss, and possible ensuing liability, in question.

Article 6 - IP rights, data and privacy

6.1 The IP rights for all models, technology, software, reports, specifications, know-how, applications, tools, and other information (in the broadest sense of the word) provided by or on behalf of MnAcorn to Clients and Users remain vested in MnAcorn. Other than the limited entitlement to MnAcorn's IP Rights granted in these Terms and Conditions or in an Agreement, MnAcorn does not grant any other entitlement to the IP Rights it holds to Client or Users and does not transfer those IP Rights through Client's or Users' use of the Platform/Services or performance of an Agreement.

6.2 Clients and Users grant MnAcorn an irrevocable, non-exclusive, non-transferable license to share the information subject to IP rights or proprietary rights of the Client or Users with its group companies and to use it to (further) develop the software or other products/services (including training language models or artificial intelligence) or for marketing purposes. When developing products/services, MnAcorn ensures that any confidential information or personal data of Clients/Users used for this purpose cannot be traced. To the extent required, Client guarantees to MnAcorn that its Users provide the license herein defined; in any case, Client provides that license on its Users' behalf.

6.3 MnAcorn takes appropriate technical and organizational measures to protect Client or User information from misuse, unauthorized access, alteration or destruction. Information provided by or on behalf of Clients or Users will be used by MnAcorn for the provision of the Services and in accordance with the provisions of these Terms and Conditions. Insofar as information of Clients or Users contains personal data, MnAcorn's privacy statement applies. To the extent that MnAcorn shares information of Clients or Users with third parties, or has such information processed by third parties (such as hosting service providers), MnAcorn will enter into appropriate security and confidentiality agreements with those third parties. MnAcorn does not share personal data with parties located outside the EEA.

6.4 Insofar as personal data is processed in the performance of the Agreement, the parties will comply with privacy laws and regulations (including the GDPR).

6.5 The manner in which MnAcorn processes the personal data of Users and the rights of Users are outlined in MnAcorn's privacy policy ("Privacy Policy"), which is updated from time to time. The Privacy Policy of MnAcorn is available on the MnAcorn website.

6.6 Barring other arrangements, MnAcorn owns the data generated by the Services, and Client is granted a non-exclusive, non-sublicensable, non-transferable license to use that data for its own purposes.

Article 7 - Miscellaneous

7.1 The Agreement and these Terms and Conditions are governed exclusively by Irish law. The applicability of the Vienna Sales Convention is excluded.

7.2 All disputes arising in connection with this Agreement or as a result thereof shall be exclusively settled by the competent court in Dublin.

7.3 Client/User is not entitled to transfer its rights and/or obligations under an Agreement or under the General Terms and Conditions to a third party or third parties or to sublicense them to a third party or third parties.

7.4 The parties shall mutually maintain confidentiality with respect to each other's

Confidential Information, and they shall use such Confidential Information only in accordance with these Terms and Conditions and the Agreement. The parties are responsible for compliance with these confidentiality obligations by their subordinates and by any third parties engaged by them.

7.5 The parties shall adhere to the Code of Conduct as stated on MnAcorn.com

PART II: SaaS Services

This Part II applies to the Agreement if the Client or User uses the Platform or other remote software.

Article 8 - Rights and obligations MnAcorn for SaaS

8.1 MnAcorn makes every effort to ensure that the SaaS Service remains available, secure and reliable in accordance with constantly updated standards, and that it will be provided with updates and new features and functions. MnAcorn does not guarantee that the SaaS Service will be available, secure, and reliable at all times. MnAcorn does not guarantee that the software to be made available within the framework of the SaaS Service is error-free and functions without interruptions. MnAcorn will make every effort to correct any errors in the software developed by MnAcorn within a reasonable period of time.

8.2 MnAcorn is authorized to make changes to the content or scope of the SaaS Service, and to renew or modify the software. MnAcorn is under no obligation to maintain, modify or add any features or functionalities to the SaaS Service.

8.3 MnAcorn may make access to or use of (parts of) the Platform subject to additional conditions or obligations, such as creating an Account or going through a verification or registration process.

8.4 MnAcorn may temporarily take all or part of the SaaS Service out of use for preventive, corrective or adaptive maintenance or other forms of service. MnAcorn will not allow the period of inactivity to last longer than necessary and, if possible, have it take place outside office hours. MnAcorn shall not be liable and Client shall not be entitled to any form of compensation, discount, and/or damages if the SaaS Services are temporarily unavailable in whole or in part or contain errors.

8.5 MnAcorn is authorized to temporarily or permanently block or terminate Users' access to and use of the Services (i) if MnAcorn is required to do so by applicable law, regulation or

court order, (ii) if a User is in breach of the Agreement or these Terms and Conditions or (iii) for security reasons. If MnAcorn exercises its authority as defined in this clause, MnAcorn shall not owe any form of compensation to Client or User.

8.6 The Platform may contain references to third-party websites (e.g. by means of a hyperlink or banner). These websites are subject to the (privacy) rules of the website owners in question. This also applies to the use of the services of third-party service providers, such as third-party payment services.

8.7 At MnAcorn's first request, the User shall immediately remove data and/or information originating from the Client from MnAcorn's systems, failing which MnAcorn may delete that data and/or information itself or disable access to it.

8.8 MnAcorn does not check the (correctness and/or completeness of the) data entered by the User on the Website or when using the Services and is in no way responsible or liable for this, even if MnAcorn assists or supports the User in any way in entering data.

Article 9 - Rights and obligations of the Client and Users

9.1 MnAcorn grants to Clients and its Users a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use the Platform and the Services, and the right to access and view all material on the Platform owned by MnAcorn free of charge or for a fee. In the Agreement, different (rights to) products and/or services may be agreed upon.

9.2 The Client guarantees that its Users will comply with the Agreement and these General Terms and Conditions, and the Client is responsible for any (non-) compliance by its Users with the Agreement and the General Terms and Conditions. MnAcorn is authorized to exclude Users who act in violation of the Agreement or Terms and Conditions, the law or privacy regulations from further use of the Services, or to take other appropriate measures.

9.3 When creating an Account, the User is obliged to provide accurate and complete information and to keep that information up to date. An Account is personal and non-transferable and the login codes are secret. Each User is responsible for keeping the login details for the Account confidential and it is forbidden to share or transfer those login details to a third party (including colleagues). If a User suspects that login details for an Account have been lost or stolen, or can be used in any way without authorization, that User must immediately inform MnAcorn.

9.4 The Client guarantees the accuracy and completeness of the data that it (and its Users) has/have provided to MnAcorn or that it uses in the performance of the Agreement. The Client guarantees that this does not infringe on the (intellectual property) rights of third parties, and holds MnAcorn harmless against third-party claims in this regard.

9.5 The Client is only permitted to use the Services for the benefit of its own business or interests. The Client/User shall not sell, resell, sublicense, transfer, assign or otherwise make the Services available to third parties.

9.6 The content of the MnAcorn website may not be copied, reproduced, and/or made public by the User without the prior written permission of MnAcorn. The User shall not attempt to copy, modify, compile or counterfeit (parts of) the software made available via SaaS, or cause this to be copied, modified, compiled or counterfeited.

9.7 The User is not permitted to collect personal data from Users who post buy-side or sell-side projects on the Platform (including e-mail addresses and telephone numbers) and/or to approach those Users to offer their own products and/or services.

9.8 The User shall at all times behave carefully and not unlawfully when using SaaS Services, in particular by respecting the intellectual property rights and other rights of third parties, respecting the privacy of third parties, not gaining unauthorized access to systems, not spreading viruses or other harmful programs or data and refraining from criminal offenses.

9.9 Client is responsible for the intended use of the SaaS Services and the manner in which the results thereof are used, in particular if such results are based on Client's own data or information. The responsibility for the data processed by (its) Users using SaaS Services lies entirely with the Client. The Client guarantees to MnAcorn that the content, use and/or processing of the data are not unlawful and do not infringe on any right of a third party. The Client holds MnAcorn harmless from any legal claim by a third party, for whatever reason, in connection with this data or the performance of the Agreement.

9.10 To the extent that the Services consist of hosting Client data, a fair use policy applies. In the event of excessive burden being put and/or unauthorized use being made of the hosting environment by the Client or its Users, MnAcorn will take appropriate measures (such as temporarily suspending use of the hosting environment) and inform the Client thereof. The Client will be obliged in such a case to cease and desist from putting excessive burden on and/or making unauthorized use of the hosting environment at MnAcorn's first request and within a reasonable period of time specified by MnAcorn. If the Client does not comply with such a request, MnAcorn is entitled to (continue to) suspend its Services and/or take measures such as removing the Client's data from the hosting environment. In the event that MnAcorn takes unilateral measures, MnAcorn will not be liable in any way for any form of compensation for damage suffered by the Client or a third party as a result.

9.11 If an Agreement is terminated, the Client is obliged to export their data in the hosting environment of MnAcorn on its own initiative prior to the end date of the Agreement. Upon termination of the Agreement, MnAcorn is authorized to delete all entered and generated data, without MnAcorn being liable in any way for damage that may result from this. Insofar

as MnAcorn supports the Client in exporting or transferring data, MnAcorn may charge a fee for this.

Contact Details

MnAcorn is part of MnAcorn Holding

Visiting address: The Black Church, St Mary's Pl N, Phibsborough, Dublin, D07 P4AX, Irlanda

General telephone number: +35316461625

Email address: info@MnAcorn.com

Company Registration Nr. 783214

This document was last modified on March 5th 2025