

# European DataWarehouse

## Deal Documentation Website

### Terms and Conditions

#### I. Introduction

The following terms and conditions (the “**Terms and Conditions**”) govern all use of the European DataWarehouse Deal Documentation Website ([EDW Deal Documentation](#), the “**Site**”) and the services offered on or through the Site (collectively, the “**Services**”). The Site and the Services are operated by European DataWarehouse GmbH (“**EDW**”). By using the Site, all users do hereby represent, warrant, understand, agree to, and accept a) the Terms and Conditions, as well as all terms and conditions contained in our general Terms of Use ([EDW General Terms of Use](#)), our Privacy Notice ([EDW Privacy Notice](#)) and all other operating rules, guidelines and processes published by EDW on the Site, which apply in addition to these Terms and Conditions (collectively, “**EDW Terms of Use**”); and b) to have a legitimate interest in the use of the Site, the Services and the Content (as defined hereinbelow). If you do not agree with the EDW Terms of Use or do not have a legitimate interest, please do not use the Site.

#### II. Changes to the Terms and Conditions

EDW as operator of the Site reserves the right to revise, change or remove - in whole or in part - the Terms and Conditions at any time with effect for the future. It is your responsibility to inform yourself about them and to regularly check for changes. Your continued use of the Services and the Site after the publication of changes to the Terms and Conditions constitutes your acceptance of these changes. Should you not agree with the same, you must stop using the Site and cancel your account immediately.

#### III. Service Description

For purposes of these Terms and Conditions, “**Content**” means, without limitation, all information, data and/or documents provided to EDW to be uploaded, hosted and published in the Site or otherwise made available on or through the Services or the Site, pursuant to the “Regulation (EU) 2017/1129 of the European Parliament and of the Council, dated 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC” (the “**Prospectus Regulation**”) as applicable in the EU-27 as well as, with respect to the United Kingdom (“**UK**”), as onshored into the UK’s legislative and regulatory regime.

The Services provide you with the ability to publish, through EDW, and/or access to, the Content in the Site. The Content is stored as records of files and organized according to proprietary ED Codes, Deal Name (SPV), Data Owner and Uploading Date. Before you submit content for EDW to publish it in the Site, you must ensure that the content complies with our Terms of Use.

You grant EDW permission and all necessary licenses to make the Content available for collection and download by any person with legitimate interest. You represent and warrant (on an on-going basis following the uploading of the Content to the Site) that you are legally entitled and authorized to grant

permission to EDW to collect and make the Content accessible to any person with legitimate interest, in the manner described in these Terms and Conditions and the EDW Terms of Use. You will not provide EDW with any confidential or copyrighted information that you must or wish to keep secret. Only content that may be publicly distributed may be published by EDW.

#### **IV. Trademarks and Copyrights**

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#### **V. Limitation of Liability**

The Content in the Site is for information purposes only and not intended for distribution or any other lawful or unlawful purpose.

By using this Site, you hereby acknowledge and accept that EDW only provides the Services as described in Section “III. Service Description” above, that the Content rehosted and republished in the Site is owned and provided to EDW by third parties and that EDW has not independently verified the information contained therein. Your use of, and any reliance you place on any Content on this Site is entirely and strictly at your own risk, for which EDW shall not be liable in any manner whatsoever.

The Services (including, but not limited to, the Content) are provided “as is” and “as available” without any express or implied warranties of any kind. Accordingly, EDW does not provide any warranty or representation of any kind, expressly or implied, as to the accuracy, timeliness, performance, completeness, reliability, availability, or suitability of the Content found or offered on the Site and the results that may be obtained by using the Site, the Services and/or the Content.

You acknowledge that such information and materials may contain inaccuracies or errors and EDW expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law.

In no event will EDW be liable for any loss or damage including without limitation, direct, indirect, or consequential, or any loss or damage of any type whatsoever arising from loss of data or profits or damages to third parties, arising out of, or in connection with, the use of the Site, the Content and/or the Services, except in cases involving willful misconduct or gross negligence of EDW.

#### **VI. Unauthorised Use**

You hereby undertake to use the Service in accordance with the Terms and Conditions and EDW’s Terms of Use. The unlawful use of the Site may give rise to a claim for damages and/or be a criminal offence.

Users of the Site may not—through hacking, or any other means—violate the security of the Site or of the documentation published therein or attempt to gain unauthorised access to the Site, its content or EDW computer systems.

You are responsible for ensuring that accessing to the Site is compatible with the local laws applicable in your location from where you are accessing the Site.

## **VII. Applicable Law and Jurisdiction**

In relation to any access to the Site from the EU-27 and any other jurisdiction other than the UK, any legal claims, or lawsuits (of whatever kind) arising in connection with the Site, the Services or use thereof are subject to German law. The competent court in Frankfurt shall have exclusive jurisdiction with regard to any contractual and/or non-contractual disputes arising from and/or in connection with these Terms and Conditions.

In relation to any access to the Site from the UK, any legal claims, or lawsuits (of whatever kind) arising in connection with the Site, the Services or use thereof are subject to the laws of England & Wales. The Courts of England & Wales shall have exclusive jurisdiction with regard to any contractual and/or non-contractual disputes arising from and/or in connection with these Terms and Conditions.