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360X AG

General Terms

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1. Application and Scope

1.1 These terms of use (including its annexes) (the "General Terms") govern the access and use of the website www.360X.com (and its sub-websites) and the services (including the Basic Functionalities and the Additional Services, each as defined below) provided or accessible through the website (the "Service") provided and operated by 360X.

360X AG has its address at Westend Carree, Grüneburgweg 16-18, 60322 Frankfurt am Main, Germany and registered with the commercial register (Handelsregister) of the local court of Frankfurt am Main under registration number HRB 122917 ("360X").

1.2 These General Terms govern the legal relationship between 360X and any third-party using the Service (each such third-party, a "User" and together the "Users") regarding the use of the Service. 360X and the User, the "Parties" and each of them a "Party").

1.3 These General Terms apply to all upgrades, updates and changes to the Service.

1.4 These General Terms also apply to all (additional) services available and/or accessible through the Service. These services may be offered by 360X or third parties. The use of these (additional) services may be subject to (i) the provision of additional information by the User and/or (ii) additional terms and conditions of the respective service provider ("Additional Terms"). A User may therefore be asked to accept Additional Terms when accessing specific services through the Service. If and to the extent that the Additional Terms or other more specific terms of use conflict with these Terms, then the Additional Terms or the other more specific terms of use will prevail.

1.5 These General Terms also include and incorporate as an integral part of these General Terms the following terms:

- (a) the description of the basic functionalities of the Service set out in GT Annex 1 (Service Description - General Service); and
- (b) the technical specification and IT-Security provisions set out in GT Annex 2 (Technical Specifications and IT-Security);

and GT Annex 1 (Service Description – General Service) and GT Annex 2 (Technical Specifications and IT-Security) collectively referred to as the "GT Annexes".

2. Use of Service

2.1 A User is granted a right of use in accordance with these General Terms. Each User undertakes to comply with these General Terms. By using the Service (and in any event upon creating a User Account), a User accepts and agrees to these General Terms. A User who does not accept and agree to these General Terms may not use the Service.

2.2 360X shall make the Service available, or arrange for the Service to be available, to Users pursuant to these General Terms for 24 hours a day, 7 days a week, except for: (i) planned downtime (of which 360X shall give advance notice), and (ii) any unavailability caused by

circumstances beyond the relevant User's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving the User's employees), internet service provider failure or delay, or denial of service attack ("Operating Time").

3. Registration and User Account

- 3.1 Access to the Service is only available to a User, who has registered for the Service by creating a user account (the "User Account") in the relevant portal (Participant, Analyst, Investor Relations or Supervisory Board Portal).
- 3.2 The registration is available to every (i) natural person (age 18 years or older (ii) legal person and (iii) every other legal entity, as long as they are not consumers in the sense of Sec. 13 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"). The registration and creation of the user account may be carried out by a named and authorised natural person. Subsequent logins into the user account may be carried out automatically.
- 3.3 The User is obliged to provide any complete and correct information requested during the registration process. The User is obliged to notify 360X of any changes thereto without undue delay by entering / updating them into their user account. 360X may, at its discretion (acting reasonably), require additional information or documentation in respect of a User. 360X reserves the right not to proceed with the User's application until such information and / or documentation has been provided.
- 3.4 Any access token or information provided to a User in connection with the creation of an User Account and/or authentication to or for the Service (together "Access Information") is confidential and intended solely for use by the User to whom such Access Information is allocated. It may not be disclosed to third parties without 360X's prior written consent and must be kept confidential to third parties.
- 3.5 The User shall keep information for the use of his/her Access Information confidential and to safeguard access to his/her user account with due care in accordance with the requirements of GT Annex 2 (Technical Specifications and IT-Security). The User is obliged to inform 360X without undue delay if the User has reason to believe that an unauthorised third party has access to its User Account.
- 3.6 All declarations made via the User Account are attributed to the User. 360X is entitled to rely on any declaration made via the User Account to have been made by the User. In respect of legal entities other than individuals, 360X is entitled to consider the (natural) person identified in a User Account to be authorized by the relevant User to act in the name and on behalf of the User, in respect of any action (including the submission and receipt of declarations of intent) on the Service. 360X is not required to verify any other credentials but for the Access Information.
- 3.7 360X reserves the right to delete User Accounts with incomplete registrations or those which contain incorrect information after a reasonable period of time. This also applies to user accounts that have not been used for a longer period of time. Before deleting such a user account, the 360X will inform the User with a reasonable time prior to any such deletion.

4. Basic Functionalities

- 4.1 The basic functionalities of the Service (the "General Service") are set forth in detail in GT Annex 1 (Service Description – General Service) hereto. The Basic Functionalities are provided for information purposes only.
- 4.2 The User may also access additional services made available or accessible through the website (the "Additional Services") provided by 360X or third-party services providers subject to the User accepting Additional Terms applicable thereto (in addition to these Terms) which may require the provision of additional information by the User.
- 4.3 Neither these General Terms, nor the creation of a User Account, nor the provision and/or use of the Basic Functionalities constitute an obligation of 360X to provide, or the right of the User to demand from 360X or any third-party service provider, the provision of, the Additional Services to the User.

5. Intellectual Property and Limited License

- 5.1 360X hereby grants to the User a limited, revocable, non-exclusive, non-transferable and non-assignable right to use the Service in accordance with these General Terms for the duration of the User's access to the Service.
- 5.2 The Service contains data and information of all kinds that are protected by trademark and/or copyright in favor of 360X or in individual cases also in favor of third parties. The User may not delete, remove or in any way obscure any proprietary notice of 360X on any copy of the Service. It is not permitted to download, reproduce and/or distribute the Service in whole or in part. Permitted is all the technically conditional reproduction for the purpose of browsing, insofar as this action does not serve any commercial purposes, as well as the permanent reproduction for one's own use. In addition, the User may only use any of 360X's trademarks, logos or brands with 360X's prior express written approval.
- 5.3 The User hereby grants to 360X a perpetual, non-exclusive, geographically unlimited, sub-licensable, royalty-free license in respect of any content which has been provided by the User to 360X ("Licensed Content") to access, use, reproduce (in whole or in part), store, electronically distribute, and display the Licensed Content (in paper, electronic or any other form) for the purposes of enabling, facilitating and administering the User's access to and/or use of the Service (including the technical processes, IT and cyber security and correct operability of the Service and to improve and develop new functionalities of the Service). The User hereby assures that he owns all rights, title and interest (including any intellectual property rights) that are necessary to fulfil his foregoing obligations and that he will not violate or infringe any third-party rights in and to such Licensed Content. Insofar as 360X generates intellectual property through the use of Licensed Content, the User does not acquire any rights to said intellectual property. 360X shall use Licensed Content to the greatest extent possible in a manner which does not enable the relevant User to be identified.
- 5.4 360X reserves the right to permanently evolve, develop and make changes to the Service.

6. Obligations and Responsibilities

6.1 Each User shall:

- (a) Use the Service properly and refrain from any use for improper and/or illegal purposes; in particular, the User shall not (i) upload, store or make available on the Service any data, data collection, databases or software functionalities to others which (1) contain malicious software or otherwise do not meet the technical requirements for the use of the Service in accordance with GT Annex 2 (Technical Specifications and IT-Security), or which (2) violate industrial property rights or trade secrets of third parties; (ii) use the Service in a manner that significantly restricts or prevents the use of the Service by other Users; (iii) upload any criminal, immoral, inciting, defamatory or otherwise illegal content on the Service and/or make it available to other Users.
- (b) Implement, operate and maintain at its own expense all technical prerequisites (hardware, software, and telecommunications) to use the Service in accordance with these General Terms within its area of responsibility as laid out in these General Terms.
- (c) Reasonably support 360X in solving technical problems of as well as providing maintenance services in relation to the Service.
- (d) Permit only individuals access to the Service who are authorized by the relevant User to act in the name and on behalf of the User in respect of any action (including the submission and receipt of declarations of intent) on the Service.
- (e) Adhere to any applicable security standards set out in GT Annex 2 (Technical Specifications and IT-Security) and any applicable service levels, including without being limited to any password protection measures.
- (f) Promptly provide, at its own cost and expense, all information within its possession or control that is reasonably requested by 360X to enable 360X to comply with applicable law or to comply with an information request from a regulator, any other governmental body, regulatory or supervisory authority or a court. All information disclosed by Users will be subject to the obligations of confidentiality under these Terms.
- (g) Raise any concern about the operation of the Service or conduct of another User, without undue delay with 360X, who may invoke an investigation and deliver a decision on the issue.
- (h) Copy, duplicate, download, publish, transmit or otherwise reproduce, transfer, distribute, store, aggregate, or otherwise use in any form or by any means any content from the Service in any manner that differs from the functionality of the Service.
- (i) Promptly notify 360X of any missing qualities or of any defects of the Service (notice of defect) describing the missing qualities or the defects and, in the latter case,

providing all information conducive to correction of the error to the extent available to the User.

- (j) Be responsible for ensuring that all information provided by it in connection with the use of the Service, in particular the creation of a User Account is complete, true and accurate and shall, for the duration of its access to the Service, update such information promptly upon being aware of any changes thereto.
- (k) Be responsible for ensuring that it, or anyone carrying out its obligations under these General Terms on its behalf, comply with any applicable law governing the access and use of the Service.
- (l) Review all information displayed on, and ensure that all data submitted to, the Service, is complete and accurate.

6.2 No User may directly or indirectly:

- (a) Use or access the Service for any purpose other than a purpose expressly agreed on under these General Terms or expressly approved by 360X.
- (b) Use or access the Service in a manner that damages or adversely affects the reputation of 360X.
- (c) Conduct any form of systematic or automated data collection related to the Service except for the storage of content as foreseen by the functionality of the Service.
- (d) Use or access the Service in a manner that causes, or would cause, 360X to breach any applicable law, or any legal duty or obligation to any person.
- (e) Use the Service to create any software, product or system that is similar to the Service.
- (f) Use the Service in violation of any law or regulation or rights of any person, included but not limited to intellectual property rights.
- (g) Disassemble, decompile, reverse engineer, or use any other means to attempt to discover any source code or underlying ideas, algorithms or organization of the Service or part thereof.
- (h) Use or access the Service in a manner that may impact the stability of 360X's Systems or may interfere in any way with the performance of 360X's System.

"Systems" means the computer systems (including software, hardware, operating systems, internet facilities, IT networks and information technology infrastructure).

- (i) Use the Service in a manner that breaks or circumvents any of 360X's technical, administrative, process or security measures or that disrupts or degrades the performance of the Service or that tests the vulnerability of 360X's Systems or data.

- (j) Transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any of 360X's System or data.
 - (k) Sub-license, sell, lease, loan or transfer the Service or any Access Information or derive revenues from the use of the Service whether for direct commercial monetary gain or otherwise.
- 6.3 In the event of a violation of Clause 6.1 (a), (b), 360X is entitled to block inadmissible content or content objected to by third parties or to block the User Account to a reasonable extent from further use until the facts of the case have been clarified. 360X termination right pursuant to Clause 10 remains unaffected.
- 6.4 Given the current state of the art, it is impossible to rule out software errors under all conditions in which software is used. 360X will endeavour all reasonable efforts to ensure that its Service is generally usable and operational in conformity with these Terms.

7. Liability and Indemnity

- 7.1 360X makes no warranties that the User's use of the Service, the software required to operate the Service or its content will not infringe the rights of third parties.
- 7.2 360X is liable to the User only in cases of intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit) and culpable bodily harm (damage to life, body or health) by its legal representatives or vicarious agents (Erfüllungsgehilfen). If 360X or its legal representatives or vicarious agents (Erfüllungsgehilfen) violate an essential contractual obligation (wesentliche Vertragspflicht), 360X shall also be liable to the User for simple negligence (einfache Fahrlässigkeit). An essential contractual obligation (wesentliche Vertragspflicht) is an obligation that must be fulfilled in order to properly implement the General Terms at all and the compliance with which a party may generally rely on. In cases of simple negligent violation of essential contractual obligations, 360X's liability is limited to foreseeable damages typical for this type of contract.
- 7.3 360X shall not be in breach of these General Terms nor liable for delay in performing, or failure to perform, the Service if such delay or failure results from events, circumstances or causes beyond 360X's reasonable control.
- 7.4 360X is not responsible and assumes no liability for damages due to labour disputes (Arbeitskampf) and/or force majeure (höhere Gewalt).
- 7.5 The User shall indemnify and hold harmless 360X for and from any liabilities, losses, demands, damage, expenses and costs, including without being limited to third-party claims, directly or indirectly caused by any breach of these General Terms by the User or its legal representatives or vicarious agents (Erfüllungsgehilfen).
- 7.6 360X shall not be liable for hyperlinks set by any User which are included on the Service and which refer to external websites and/or content.

8. Remuneration

360X provides the Service in exchange for the remuneration, each as set forth in detail in GT Annex 1 (Service Description – General Service) (plus applicable value added tax, if any).

9. Electronic Communication

- 9.1 Any communication to 360X or to the User in connection with the Services and these General Terms will generally be made through the direct messaging service accessible in the User Account and will be transmitted and stored using TLS encryption. In exceptional cases, for example in the event of disruptions outside the Operating Time, or at the express request of the User when making the appropriate setting in the User Account, unencrypted communication electronic mail or other electronic means may be used for communication. Until notified to the contrary, such communication will be sent to the following email address: support@360x.com (if to 360X) or the email address provided by the User for his User Account (if to the User).
- 9.2 Any electronic communication made in connection with these General Terms will be effective only when actually received in readable form.
- 9.3 Any electronic communication which becomes effective, in accordance with Clause 9.1 and 9.2 above, after 5.00 p.m. in the place of receipt shall become effective on the following business day.

10. Duration and Termination

- 10.1 These General Terms apply for an unlimited period of time subject to termination pursuant to this Clause.
- 10.2 Each of 360X and the User may at any time terminate the agreement concluded by these General Terms in writing (e-mail or letter) with a notice period of two weeks to the end of the month. The right to terminate the agreement concluded by these General Terms with immediate effect (fristlos) for an important reason (aus wichtigem Grund) shall remain unaffected.
- 10.3 In addition, 360X may terminate and/or revoke the User's access to the Service with immediate effect (fristlos) in the event of improper use of the Service. Such improper use shall include, but shall not be limited to:
- (a) any significant violation of these General Terms by the User;
 - (b) any use of the Service that is illegal, misleading, infringing other parties' rights (including intellectual property rights);
 - (c) any use of the Service that may otherwise than pursuant to paragraph (b) damage or adversely affect 360X's reputation;

- (d) any excessive resource usage that may impact the stability of 360X's Systems or may interfere in any way with the performance of 360X's System.

10.4 Upon the termination of these General Terms becoming effective:

- (a) 360X shall make all relevant content available in a standard data format to the User for export or download and shall notify the User accordingly. After 30-days of the User's receipt of such notification, the 360X shall have no obligation to maintain or provide any content to the User or any of the Additional Services in accordance with the Additional Terms.
- (b) The User shall delete any software required to operate the Service (as updated from time to time) from its Systems and shall confirm such deletion to 360X in writing (email included).
- (c) Other than as contemplated by paragraph (a) above, the User shall delete all content generated by or relating to the Service, 360X, other Users or third parties from its Systems and shall confirm such deletion to 360X in writing (email included).
- (d) 360X shall continue to be entitled to use and store the User's content for as long as and to the extent required under applicable laws and regulations and if 360X continues to operate the Service, the User acknowledges that the technology of the Service does not enable 360X to delete any User's Content for as long as the Service is operated.

11. Data Protection

- 11.1 360X may process the personal data of the User as part of or in connection with the use of the Services provided by 360X in accordance with these General Terms.
- 11.2 The User will have to register for the Services by providing his/her Access Information. The provision of the Access Information is mandatory, all other information can be provided voluntarily by using the Services. The provision of further mandatory or voluntary information is described in the Additional Terms.
- 11.3 360X processes (including storage) the Access Information of the User required for the fulfillment of the agreement, until the User finally deletes his/her account. Furthermore, 360X stores the voluntary information provided by the User for the time of using the Services, unless the User deletes them beforehand. The legal basis for the processing is Art. 6 (1) b GDPR.
- 11.4 Further information and details on data protection can be found in the Privacy Policy displayed at the website of 360X under www.360x.com/dataprivacy

12. Confidential Information

- 12.1 In relation to any information (written or oral) which is used in or otherwise relates to that Party's business, customers or financial or other affairs whether or not marked "Confidential"

("Confidential Information") accessed by or disclosed to any Party ("Recipient") by or on behalf of another Party ("Disclosing Party") by, during or in connection with using the Service, the Recipient undertakes to the Disclosing Party:

- (a) to keep all such Confidential Information confidential;
- (b) not to use any such Confidential Information for any purpose other than the purpose for which it is supplied;
- (c) not to disclose any such Confidential Information except to its employees or vicarious agents if and to the extent they need to know such Confidential Information to perform the Recipient's obligations or in connection with the proper operation of the Service provided always that they will not use any such Confidential Information for any purpose other than the purpose for which it is supplied;
- (d) to use its best endeavours to prevent the disclosure of any such Confidential Information by any third-party without the prior written consent of the Disclosing Party except for disclosure to access by the Recipient's professional advisers or as may be required by law or any legal or regulatory authority;
- (e) to use a reasonable degree of care to protect all such Confidential Information and in any event not less than the degree of care which the Recipient uses to protect its own Confidential Information.

12.2 The obligations of confidentiality under this Clause will not apply to any Confidential Information to the extent that the information:

- (a) is in, or comes into, the public domain other than as a result of a breach of this Clause or any other duty of confidentiality relating to such information;
- (b) was, is or becomes available to the Recipient on a non-confidential basis from a person who is not bound by any obligation of confidence in respect of, or otherwise prohibited from disclosing, such information to the Recipient;
- (c) was known to the Recipient before its disclosure by the Disclosing Party; or
- (d) is developed by or for the Recipient independently of the information disclosed by the Disclosing Party.

12.3 Each Party will be permitted to disclose any Confidential Information to the extent it is required to do so:

- (a) to enable the Recipient to perform its obligations, or exercise its rights;
- (b) by any applicable law or by any court, arbitral or administrative tribunal in the course of proceedings before it, any government agency or regulatory body lawfully requesting the same or by the regulations of any stock exchange provided that (to the extent not prohibited by law or order of court, arbitral or administrative tribunal, government agency or regulatory body, or stock exchange regulation) the Recipient

promptly notifies and consults with the Disclosing Party in advance in relation to the timing and content of such disclosure;

(c) in order to give proper instructions to any professional adviser of the Recipient who has an obligation to keep such Confidential Information confidential;

12.4 The Recipient will comply promptly with any and all reasonable instructions given by the Disclosing Party, from time to time, in connection with the use of all or any of the Confidential Information of or relating to the Disclosing Party.

12.5 The Recipient will not acquire any right in, or to title to, any Confidential Information belonging or relating to the Disclosing Party.

12.6 The obligations in this Clause will survive the cessation of the Disclosing Party's and/ or the Recipient's right to use the Service.

13. Rules of Interpretation

13.1 Any reference below to these General Terms shall be construed to include a reference to the documents referred to in Clause 1.5.

13.2 Any reference to these General Terms shall be construed to include a reference to these General Terms as amended or varied from time to time.

13.3 Unless otherwise specified, references in these General Terms to any Clause or GT Annex shall be construed as references to such Clause or GT Annex of these General Terms.

13.4 Any reference to a legal provision shall be construed as a reference to it as it is in force from time to time, taking into account any amendment, extension or re-enactment and includes the legal provision which it amends, extends or re-enacts.

14. Miscellaneous

14.1 No Party other than 360X may assign, novate or transfer in any way, or charge the benefit of, any of its rights, liabilities or obligations on a temporary or permanent basis to any third-party.

14.2 Should one or more provisions contained in these General Terms prove to be invalid or unenforceable, this shall not affect the validity of the remaining obligations. This applies to any gaps. Instead of the invalid or unenforceable provision, or to fill a contractual gap, the Parties obligate themselves to replace the provision in question, or fill the contractual gap, with a provision that comes closest to the intended economic purpose of the provision in question or, as the case may be, the contractual gap.

14.3 360X may amend these General Terms at any time and make the further use of the Service dependent on the User's consent to the amended terms. Upon amendment, 360X will place a notice on its website. Each User shall periodically review the controlling version of these General Terms. By continuing to use the Service subsequent to 360X making available an amended version of these General Terms, the User thereby agrees to such amendment.

- 14.4 The Parties agree that these General Terms, its interpretation and any non-contractual obligations in connection therewith shall be governed by the substantive laws of the Federal Republic of Germany excluding the application of private international law and UN sales law.
- 14.5 The courts of Frankfurt am Main, Germany, shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these General Terms (including a dispute regarding the existence, validity or termination).

GT Annex 1
Service Description – General Service

The General Service provided by 360X to the User consists of following general basic functionalities:

Service Description	Remuneration
Access to the 360X website at www.360X.com	Free of charge
Access to selected (third-party) market data in relation to selected digital assets or instruments	As set out in the Fee Schedule published under https://www.360x.com/rules-and-regs

GT Annex 2

Technical Specifications and IT-Security

This GT Annex 2 sets out the IT security requirements to be complied with by the User:

Defined terms referred to in this GT Annex 2 shall have the same meaning as defined in the General Terms unless expressly otherwise defined herein.

1. The User must maintain appropriate and verifiable controls including the following:
 - (a) protection against computer viruses, worms, Trojan horses and other malicious software;
 - (b) the use of security software on all areas of its Systems which may impact the performance or availability of the Services;
 - (c) obtaining and updating Signatures and Security Patches, for all Systems, as they are released; and
 - (d) implement, continuously monitor and maintain appropriate IDS or IPS that protect against known attacks and unauthorized access to all its Systems.

"Systems" means the computer systems (including software, hardware, operating systems, internet facilities, IT networks and information technology infrastructure) of a User.

"Security Patches" means the process of updating the security configuration of a System for protection against documented security risks.

"Signatures" means the computer code fingerprint or updates, installed on security systems and applications, to protect against virus and other known attack vectors.

"IDS" means an Intrusion Detection System and "IPS" means an Intrusion Prevention System. IDP and IPS are computer systems designed to inspect network traffic to identify suspicious activity indicating potential attacks or attempts to gain unauthorised access.

2. Electronic data communications and transfers between the User and 360X's software Systems and users of its Systems must be protected against electronic eavesdropping using Suitable Encryption Technologies.

"Suitable Encryption Technologies" means technology which allows the implementation of strong encryption. Some examples include but are not limited to: SSL certificates with AES 256bit encryption, IPSEC VPN with AES256 bit encryption, hard disk encryption software using PGP encryption, and WPA2 with AES 256 bit encryption.

3. The User shall select authorized users acting on its behalf with due diligence.
4. The User shall ensure strict confidentiality of passwords by using security methods for storage of and access to passwords and login data complying with highest industry standards. The User shall notify 360X immediately of any loss or suspected abuse of the password.
5. Any password shall comply with the following minimum requirements:
 - (a) Minimum of at least eight characters in length, containing uppercase and lowercase characters, digits from 0-9 and non-alphabetic characters;

- (b) Password history should be unique across the password history.
 - (c) Maximum password age is ninety days.
 - (d) Must not be easily guessable.
6. The User shall end any session by properly logging out from the user account.
7. The User must:
- (a) implement controls and monitor compliance with the security requirements of this GT Annex 2 on an ongoing basis;
 - (b) maintain security systems and procedures to protect and prevent both the User and 360X from breaching statutory, criminal or civil obligations and security requirements arising from user of the Service.



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