

General Terms and Conditions of Use - MONIFLO

1. About InvesTRe

These General Terms and Conditions of Use (“GTCU”) govern access to and use of the Application (as defined below) made available by **InvesTRe S.A.** (“**InvesTRe**”).

InvesTRe is a *société anonyme* domiciled in Luxembourg having its registered office and main establishment at 209, rue des Romains, L-8041 Bertrange. Its trade register number is B249656.

InvesTRe website is hosted at the following address: www.investre.eu.

2. Definitions

- **Application** means the web-based and mobile software interface Moniflo made available by InvesTRe and available for download at: www.moniflo.com, including information, text, data, graphics, images, reports, comments, documents or other material made available within the Application, whether provided by InvesTRe, Third-Party Data providers or Users.
- **Clarity Services** means the services provided by Clarity AI Europe S.L. (“**Clarity AI**”) as further disclosed in **section 5.2.4**
- **Non-Financial Services (NFS)** means the functionalities made available through the Application consisting of an automated interface, as further described in **section 3**.
- **Regulated Services** has the meaning set forth in **section 3**.
- **Reports** means downloadable documents generated through the Application or the Clarity Services containing limited extracts of Third-Party Data in accordance with the applicable usage restrictions.
- **Third-Party Data** means any financial, reference, ESG, sustainability or other data that could be made available within the Application and provided by external data providers, including but not limited to Clarity AI Europe S.L., or any other licensed data provider. Third-Party Data remains the property of the relevant data provider and is subject to specific usage restrictions.
- **Users** means any natural person of legal age and legal capacity who registers to access the Application, whether acting:
 - in a private capacity; or
 - as an authorised representative of a legal entity.

3. Nature of the Application

The Application provides digital informational functionalities constituting the NFS, including access to Content and Third-Party Data.

Access to and use of the Application establishes a user relationship governed by these GTCU.

This user relationship governed by the GTCU is limited to the NFS and does not grant access to Regulated Services - being investment services or ancillary services provided by InvesTRe under its MiFID (e.g. safekeeping, execution, reception and transmission of orders) and/or control agent authorisation or any other regulatory status — unless and until they actively subscribe to or use such services through the Application.

A client relationship in respect of Regulated Services arises only where the User chooses to subscribe to or use such services and completes the applicable onboarding and regulatory requirements, including AML/KYC. Regulated Services are governed by separate contractual documentation that supplements these GTCU, including trading terms and conditions and any onboarding or client agreement required under applicable regulation.

The Application is provided for informational purposes only. Access to the Application may be free of charge unless otherwise specified.

Nothing in the Application constitutes:

- investment advice;
- portfolio management;
- reception, transmission or execution of orders;
- a solicitation to invest.

4. Conditions of access to the Application

4.1 Registration

Access to the Application requires prior registration and acceptance of these GTCU.

By registering, the User confirms that they meet the eligibility requirements set out herein.

4.1.1 Information provided during registration

In order to create an account, the User must select login credentials and provide the information requested in the registration form.

The User undertakes to:

- provide accurate, complete and up-to-date information;
- ensure that such information remains accurate throughout the duration of use of the Application;
- promptly update any change affecting their situation or registration details.

Failure to provide accurate or updated information may result in suspension or termination of access.

Login credentials are strictly personal and non-transferable.

The login, password and any other additional authentication mechanisms are proof of the identity of the User and commit them to any use made of the Application through it.

4.1.2 Responsibility for Credentials

The User is solely responsible for:

- safeguarding their login credentials;
- ensuring the confidentiality of their account; and/or
- all activities carried out through their account.

They must take all measures to prevent unauthorized or fraudulent use of their account. To this end, they must regularly change their password, use a strong password and keep it confidential.

The User shall take all reasonable measures to prevent unauthorised or fraudulent use of their account, including using secure passwords and maintaining appropriate device security.

If the User becomes aware of, or reasonably suspects, any unauthorised access, security breach or misuse of their account, they must notify InvesTRe without undue delay.

InvesTRe shall not be liable for any loss resulting from the User's failure to safeguard their credentials.

InvesTRe shall not be liable for losses resulting from identity theft or unauthorised use of credentials not attributable to its gross negligence or wilful misconduct.

Access to the Application is individual and may not be granted, shared or transferred to any third party.

4.1.3 Suspension and Termination

a) Termination by the User

The User may close their account at any time by notifying InvesTRe or using the functionality made available within the Application.

Termination shall take effect upon deactivation of the account.

b) Suspension or Termination by InvesTRe

InvesTRe may suspend or terminate access to the Application, in whole or in part, without prior notice, where:

- the User breaches these GTCU and in particular section 6.2.;
- false or misleading information has been provided;
- unlawful or fraudulent activity is suspected;
- defamatory/abusive behaviour is detected;

- security, regulatory or operational risks arise;
- the User is in material breach of any separate agreement entered into with InvesTRe governing the provision of Regulated Services, or where suspension or termination of such agreement is permitted in accordance with its terms;
- the User has never accessed or used the Regulated Services and InvesTRe determines, in its reasonable discretion, that maintaining the account is no longer economically justified; and
- required by law or competent authority.

InvesTRe may also suspend access for technical, security or maintenance reasons.

Termination or suspension shall not give rise to any compensation or liability, except where mandatory law provides otherwise.

4.2 Management of profile

Registration results in the creation of a personal profile for each User.

The User warrants that:

- The User warrants that any username chosen and any profile image used on the platform (if technically available), whether upon registration or subsequently, do not infringe the intellectual property rights, privacy rights or other rights of any third party;
- such content does not constitute unlawful, defamatory, abusive, discriminatory or otherwise illegal material;
- such content complies with applicable laws and regulations.

The User remains solely responsible for the content associated with their profile.

InvesTRe does not verify ownership or legality of usernames or profile images and may remove or modify any element of a profile that, in its reasonable assessment:

- infringes third-party rights;
- violates these GTCU;
- exposes InvesTRe to legal, regulatory or reputational risk.

The User shall indemnify and hold harmless InvesTRe from and against any claims, losses, damages or expenses arising from or relating to the User's profile content.

5. Rights, obligations, and liability of InvesTRe

5.1 Availability of the Application

InvesTRe does not guarantee that the Application will be available at all times or without interruption.

InvesTRe may suspend, restrict or interrupt access to the Application, in whole or in part, for:

- maintenance or technical updates;
- security reasons;
- operational requirements;
- regulatory reasons;
- force majeure events.

InvesTRe shall not be liable for temporary unavailability, system errors, data transmission failures, or internet-related disruptions beyond its control.

InvesTRe shall not be responsible for any alteration, loss or corruption of data resulting from transmission via the internet or from content uploaded by Users.

5.2 Intellectual Property

5.2.1 Ownership

All intellectual property rights relating to the Application, including its structure, architecture, software, source code (where applicable), databases, designs, layout, graphics, trademarks, logos, distinctive signs and Content, are owned by or licensed to InvesTRe.

The Application may also contain intellectual property owned by third parties and used under licence.

Nothing in these GTCU transfers or grants to the User any ownership rights in the Application or its Content.

All rights not expressly granted are reserved.

5.2.2 Licence Granted to Users

Subject to compliance with these GTCU, InvesTRe grants the User a limited, non-exclusive, non-transferable, revocable right to access and use the Application for personal and internal purposes only.

This licence does not include any right to:

- reproduce, copy or duplicate substantial parts of the Application;
- distribute, publish or make available Content to third parties;
- modify, adapt, translate or create derivative works;
- reverse engineer, decompile or attempt to extract source code;
- scrape, mine or systematically extract data;
- use automated systems (including bots, crawlers or scripts) to access or retrieve data;
- remove, alter or obscure copyright notices, proprietary legends or trademarks;
- commercially exploit the Application or its Content.

Any unauthorised use may constitute infringement and may give rise to civil and/or criminal liability. In particular, the User acknowledges that infringement of any of investre's copyrights constitutes an offence of counterfeiting punishable by law

5.2.3 Third-Party and ESG Data

Certain data made available within the Application, including financial, reference, sustainability and ESG data, is provided by third-party data providers, including Clarity AI Europe S.L.

Such data:

- remains the exclusive property of the relevant data provider;
- is protected by copyright, and other intellectual property laws;
- may be subject to additional contractual usage restrictions imposed by the relevant provider.

The User may use Third-Party Data solely for personal use or internal business purposes.

The User shall not:

- redistribute, sublicense or make available Third-Party Data to any third party;
- systematically extract, reproduce or store substantial portions of such data;
- use such data in a way that would require a separate licence from the data provider;
- create, structure, value, benchmark or manage any financial product, index, investment vehicle or service that replicates or references Third-Party Data;
- use such data to develop products or services that compete with the data provider or with InvesTRe;
- combine such data with other datasets for commercial redistribution.

The User acknowledges that misuse of Third-Party Data may expose both the User and InvesTRe to contractual and legal liability.

5.2.4 Clarity Services Disclaimer

Clarity Services are provided through a contractual arrangement between InvesTRe and Clarity AI.

Certain ESG or sustainability data and analytics available within the Application may be sourced from Clarity AI.

Use of such Clarity Services is subject to the Clarity AI Services Terms and Conditions available at: <https://clarity.ai/services-terms-and-conditions/>

The User acknowledges that such terms may apply directly to the use of Clarity Services and may be enforceable by Clarity AI.

To the fullest extent permitted by applicable law:

- Clarity Services are provided on an “as is” and “as available” basis;
- no representation or warranty is given regarding accuracy, completeness, reliability, uninterrupted availability, merchantability, non-infringement or fitness for a particular purpose;

- analytical outputs, scores, ratings or insights generated through Clarity Services do not constitute financial, investment, legal or strategic advice;

InvesTRe shall not be liable for the quality, reliability, availability or performance of Clarity Services, nor for decisions made on the basis of such services.

InvesTRe may suspend or restrict access to Clarity Services where required by its agreement with Clarity AI Europe S.L. or by applicable law.

5.3 Disclaimer of Liability

All information and financial data made available through the Application are provided strictly for informational purposes only, even where derived from sources considered reliable.

Nothing contained in the Application constitutes:

- an offer to buy, sell or subscribe to financial instruments;
- a recommendation or solicitation; and
- investment advice.

InvesTRe shall not be liable for:

- any decision taken on the basis of information contained in the Application;
- financial losses arising from reliance on such information;
- indirect, incidental or consequential damages;
- loss of profit, opportunity, business or data.

InvesTRe shall not be liable for force majeure events or events beyond its control, including:

- telecommunications failures;
- internet disruptions;
- third-party service outages;
- cyber incidents not attributable to its gross negligence or wilful misconduct.

Nothing in these GTCU excludes liability which cannot be excluded under mandatory law.

6. Rights, Obligations and Responsibility of the User

6.1 Right of Use

InvesTRe grants the User a limited, personal, non-exclusive, non-transferable and revocable right to access and use the Application in accordance with these GTCU.

This right does not include any right to:

- sublicense;
- commercially exploit;
- redistribute;

- or grant access to third parties.

6.2 Acceptable Use and Technical Risks

The User acknowledges the inherent risks associated with internet usage and electronic communications, including:

- transmission delays;
- system interruptions or service outages;
- data corruption or loss;
- cybersecurity risks, including hacking, phishing, malware, ransomware and unauthorised access;
- interception or alteration of communications;
- failures of third-party infrastructure or internet service providers.

The User is solely responsible for ensuring that:

- their device, operating system and software are technically compatible with the Application;
- adequate and up-to-date security measures are implemented, including antivirus software, firewalls and security updates;
- secure internet connections are used, particularly when accessing the Application through public or shared networks;
- login credentials and confidential information are safeguarded at all times;
- personal data and sensitive information are transmitted and stored securely.

The User shall not:

- use any device, software, automated tool, script, crawler, robot or similar mechanism to interfere with, disrupt or gain unauthorised access to the Application;
- attempt to bypass, disable or circumvent security mechanisms or access controls;
- access the Application other than through authorised interfaces made available by InvesTRe;
- impose disproportionate or abnormal technical load on the infrastructure of InvesTRe;
- attempt to probe, scan or test the vulnerability of the Application.

InvesTRe shall not be liable for losses resulting from the User's failure to implement appropriate technical or security measures.

6.3 User-Generated Content

Where the Application allows Users to publish content:

The User represents and warrants that:

- they own or control all necessary rights;
- the content does not infringe third-party rights;
- the content does not contain unlawful, defamatory, discriminatory, violent or otherwise illegal material;
- the content does not contain malicious code.

Users remain solely responsible for the information they choose to disclose and for assessing the potential consequences of such disclosure.

The User grants InvesTRe a worldwide, non-exclusive, royalty-free licence to host, reproduce, display and disseminate the content published by the User within the Application and through InvesTRe's electronic communication channels, solely for the purpose of operating, promoting and improving the Application.

The User further authorises InvesTRe to modify the format of such content where necessary for technical, editorial or compatibility purposes, including adaptation to different devices or media formats, provided that the substance of the content is not altered.

This licence is granted for the duration of the User's account and for any period during which the content remains accessible within the Application, subject to applicable law.

The User shall not:

- publish hyperlinks to unlawful websites;
- harass, threaten or abuse other Users;
- collect personal data of other Users without lawful basis.

Users remain solely responsible for the scope of information they choose to disclose.

If a User considers content manifestly unlawful, they may report it to InvesTRe.

Abusive or bad-faith notifications intended to obtain unjustified removal of content may expose the notifying User to liability.

InvesTRe reserves the right, at its sole discretion, to remove any content that violates these GTCU or exposes it to legal, regulatory or reputational risk.

7. Acceptance of the GTCU

The GTCU must be accepted prior to registration or use of the Application.

By checking the box "I accept the Terms and Conditions of Use and the General Privacy Notice" and by clicking on the "Continue" box, the confirms having read and accepted these GTCU and the General Privacy Notice.

8. Duration

These GTCU enter into force upon the User's acceptance and remain in effect for the entire duration of the User's access to or use of the Application.

Termination of the User's account or cessation of use of the Application shall not affect provisions which by their nature are intended to survive, including but not limited to:

- intellectual property rights;
- restrictions on use of Third-Party Data;
- disclaimers of liability;
- indemnification obligations;
- governing law and jurisdiction.

9. Amendments

InvesTRe may amend these GTCU from time to time.

Where material changes are made, Users will be informed through appropriate channels prior to their entry into force.

Continued use of the Application after the date of the updated GTCU constitutes acceptance of the revised terms.

Users who do not agree to the updated terms may close their account.

10. Entire Agreement and Regulatory Compliance

These GTCU are effective as of 18 March 2026 and constitute the entire agreement between InvesTRe and the User regarding access to and use of the Application and supersede any prior agreements, representations or understandings relating to the same subject matter.

The processing of personal data and the use of cookies in connection with the Application are governed exclusively by InvesTRe's **General Privacy Notice** and **Cookies Notice**, as updated from time to time.

Nothing in these GTCU shall limit InvesTRe's ability to comply with applicable laws, regulations, or instructions from competent authorities.

11. Assignment, Severability, and Waiver

11.1 Assignment

InvesTRe may assign, transfer or novate these GTCU, in whole or in part, or any rights or obligations arising thereunder, to any of its affiliates or to any successor entity, without prior consent of the User.

Any obligation of InvesTRe may be performed, and any right or remedy (including payment rights) may be exercised, by an affiliate of InvesTRe.

The User may not assign, transfer or delegate any rights or obligations under these GTCU without the prior written consent of InvesTRe.

11.2 Severability

If any provision of these GTCU is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

11.3 No Waiver

Failure by InvesTRe to enforce any provision of these GTCU shall not constitute a waiver of its rights and shall not prevent subsequent enforcement.

12. Governing Law and Dispute Resolution

These GTCU and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg.

Any dispute arising out of or in connection with these GTCU shall be subject to the exclusive jurisdiction of the courts of Luxembourg City, without prejudice to any mandatory provisions of applicable consumer protection law.