

Terms and Conditions of Use for the QuoScient Client Portal

1. Scope

- 1.1. These terms and conditions of use of QuoScient GmbH, Radilostr. 43, 60489 Frankfurt am Main, legally represented by its managing directors Ioannis Bizimis, Fabien Dombard (hereinafter referred to as “**QuoScient**”) regulate the provision of the QuoScient client portal (hereinafter referred to as “**portal**”) by QuoScient under the domain <https://portal.quoscient.io/> and the use of the portal by registered users (hereinafter referred to as “**user(s)**”).
- 1.2. QuoScient has developed a security operations platform for the company security operations area under the name “QuoLab” (hereinafter referred to as “**QuoLab**”). In addition, QuoScient offers services in the threat intelligence and security operation area (e.g. malware analyse, incident response, forensics and threat hunting) as well as support and training. QuoScient offers its clients the use of the portal in accordance with these terms and conditions of use. The portal is the essential communication platform between QuoScient and the client and QuoScient recommends its clients to use the portal for an efficient and rapid communication between QuoScient and the client.
- 1.3. These terms and conditions of use apply only to merchants, contractors under Section 14 German Civil Code [BGB], legal entities under public law or special funds under public law. The user warrants that they are not a consumer within the meaning of Section 13 BGB.
- 1.4. No verbal agreements hereto exist. These terms and conditions of use regulate the use of the portal conclusively. The user’s terms and conditions contrary to or deviating from these terms and conditions of use will not apply, even if QuoScient does not expressly object to the user’s terms and conditions.

2. Use and Functional Scope of the Portal

- 2.1. Use of the portal is free of charge. However, QuoScient reserves the right to levy a user fee for the use of the portal or certain functionalities of the portal and will in this case amend these terms and conditions of use beforehand in accordance with item 11.
- 2.2. The portal has among other things the following functional scope:
 - 2.2.1. Exchange of messages between QuoScient and the user through the portal,
 - 2.2.2. Uploading of service requests and tracing of the handling status,

- 2.2.3. Uploading of information and data by the user onto the portal and release of such information resp. data by the user for sharing with other users and third parties,
 - 2.2.4. Making available of QuoScient's client information and reports for ordering and/or for download free of charge as well as for a charge, order portal for QuoScient's additional services.
 - 2.2.5. Order portal for QuoScient's additional services
- 2.3. For users who have licensed QuoLab, in addition, the following functions are available through the portal:
- 2.3.1. Booking of additional packages for QuoLab and transactions otherwise in relation to the QuoLab licences acquired by the user (for the licensing and use of QuoLab including of additional packages booked by the user QuoScient licensing terms and conditions for the "Quolab" platform will apply),
 - 2.3.2. Insight into the user's current QuoLab licence status,
 - 2.3.3. Making available the user documentation of QuoLab,
 - 2.3.4. Downloading of notices of defects by the user in relation to QuoLab as well as further information in this connection and tracing of the handling status.
- 2.4. QuoScient reserves the right to change, expand and update the functional scope of the portal according to item 11 of these terms and conditions of use or discontinue individual functionalities or the portal as a whole.
- 2.5. For the use of the portal, a sufficiently rapid interact connection for which the user themselves is responsible, as well as a current web browser is required. The portal is not constantly and continuously accessible, but will be made available for use as appropriate and as far as possible technically and operationally by QuoScient.
- 2.6. QuoScient is entitled to use subcontractors for the fulfilment of the services under these terms and conditions of use without the user's consent being required for this.

3. Registration and Use

- 3.1. The contractual relationship on the use of the portal between QuoScient and the user comes into existence through the registration of the user through the portal including these terms and conditions of use and commences the successful registration.
- 3.2. Each user of the portal must register themselves and in the course of this create a client account with the user's corresponding access data (user's name and password) in the portal. The registration is made through a double-opt-in

procedure. In this, the user firstly receives an e-mail on the registration effected through the portal to the e-mail address indicated by them. The registration is only successful and the user's client account is created in the portal when the user for their part confirms the registration by clicking on the links contained in this e-mail and receiving a conformation of registration from QuoScient by e-mail to this. Prior to each use of the portal, the user must log-in their access data ("login"). After the end of the use, they should log-out ("logout") for security reasons.

4. Notice of Termination and Termination

- 4.1. The user may give notice of termination of the use of the portal at any time through a declaration in text form to QuoScient. The user may also give notice of termination of the use of the portal by deactivating their client account in the portal.
- 4.2. QuoScient may give notice of termination of the use of the portal at any time by giving two weeks' notice through a declaration in text form to the user.
- 4.3. The right to give extraordinary notice of termination for cause is not affected. Cause for QuoScient exists in particular if the user uses the portal in breach of contract or abusively.
- 4.4. Upon termination of the contractual relationship on the use of the portal, the user is no longer entitled to use the portal and their access data as well as their client account will be deactivated, so that they can no longer use the portal. However, the information and data uploaded onto the portal by the user, which the user has released for sharing, will still be available also after the termination of the contract and may continue to be retrieved by other users through the portal. In addition, the user's inventory data stored by QuoScient required for the contract implementation and termination must be retained to the legally admissible extent also after the termination of the contract.

5. User's Duties and Obligations

- 5.1. The user must fulfil the duties and obligations concerning the proper use of the portal. They must in particular
 - 5.1.1. use their real name (i.e. no pseudonyms) and correct details when registering for use of the portal;
 - 5.1.2. keep access data for the portal and their client account (user name and password) secret, not make this available to third parties and use sufficiently secure passwords;
 - 5.1.3. keep information and contact data (e.g. e-mail address) deposited in their client account always up-to-date;

- 5.1.4. concerning the information and data uploaded onto the portal by them, have regard for all intellectual property rights, personality rights and copyrights and not infringe any third-party intellectual property rights, personality rights or copyrights;
 - 5.1.5. use the portal only for the use of the portal's functionalities in relation to Quoscient's services and may not use the portal in breach of contract or abusively, in particular not download any information or data with unlawful or immoral contents or download or point out such information or data that may be used for incitement of the masses, lead to criminal acts or glorify or downplay violence, are sexually offensive resp. pornographic, are calculated to seriously morally endanger children or young persons or may impair their well-being or may impair or harm the reputation of QuoScient or other users;
 - 5.1.6. not download or use any information, data or malware in the portal that may impair or harm the functionality of the portal;
 - 5.1.7. not use the exchange of information and data between users possible through sharing in advertising or abusively for the dissemination of messages or information for advertising purposes (spam).
- 5.2. The user will indemnify QuoScient against all third-party claims that are based on use of the portal by the user that is unlawful, in breach of contract or abusive or is made with their approval or which arise in particular from disputes under data protection law, copyright law, the law on personality rights that are associated with the use of the portal by the user. If the user realises or they must realise that such a breach is imminent, they must inform QuoScient about this without undue delay.
- 5.3. The user may only retrieve such information and data from the portal that has been uploaded by QuoScient in this connection or has been released for sharing by other users. The user must refrain from retrieving other information or data from the portal without authorisation, or interfering with such that are operated in computer programs or data processing processes by QuoScient without authorisation, or to intrude into QuoScient's data processing systems or data networks.

6. Review and Deletion of User's Information Data

- 6.1. QuoScient reserves the right to review the content of information and data that a user uploads onto the portal and releases for sharing. It is at QuoScient's free discretion whether or not such information and data will be made available to other users of the portal.
- 6.2. QuoScient reserves the right to delete information and data uploaded in the portal by the user in the portal information or data at any time if such information

or data do not bear any relationship to QuoLab or QuoScient's other services or a breach of the user's duties or obligations in accordance with item 5 occurs concerning such information or data or significant evidence for this exists or this is asserted by third parties and the user concerned cannot refute these assertions to QuoScient's conviction without undue delay.

7. User's Rights of Use to Information and Data

- 7.1. By uploading information and data in the portal, the user grants the simple right of use, unlimited in time and space and free of charge, to such information and data to QuoScient to reproduce, disseminate and publicly disclose this information and data or make this publicly accessible in connection with the use of the portal and use these for own purposes, in particular for the further development and improvement of QuoLab and for the handling of service requests and notices of defects. If the user has not released such information and data for sharing, QuoScient will use corresponding information and data with regard to third parties only in anonymised form.
- 7.2. The user will abandon their ownership of information and data that the user releases for sharing in the portal and their rights to these. Such information and data may be made freely available both to QuoScient as well as to third parties and may neither be deleted nor recalled. The user grants the simple right of use, unlimited in time and place and free of charge, to QuoScient and all other current and future users of the portal and third parties that have access to such information and data to inspect and download this information and data appropriately and in accordance with the intended purpose in connection with the use of the portal and to use the downloaded duplication pieces of the information and data released for sharing for private and other own use in accordance with Section 53 German Copyright Act [*Urheberrechtsgesetz*].

8. Warranty and Liability

- 8.1. QuoScient does not warrant that the portal will be available and free from interruptions at all times. The internet is an unsafe and unreliable transmission medium, so that QuoScient is not responsible for delays of the access to the internet on the portal outside of QuoScient's sphere of responsibility.
- 8.2. QuoScient is not liable (a) for any damage that was not reasonably foreseeable at the time of the conclusion of the contract, or (b) for any damage, delays or obstacles to performance that lie outside of QuoScient's sphere of responsibility, or (c) for any damage that is attributable to an unsuitable or improper use of the portal or use of the portal that is not appropriate or in accordance with the intended purpose as provided by these terms and conditions of use.

8.3. QuoScient's no-fault liability for defects of the portal that have already existed at the start of the contract is excluded.

8.4. QuoScient is liable only in the case of culpably caused damage from injury to life, limb or health, for damage due to intent or gross negligence by QuoScient, in the event of non-fulfilment of any guarantees assumed by QuoScient or if QuoScient has maliciously concealed a defect of the portal. Any further warranty and liability of QuoScient is excluded.

8.5. The liability under the German Product Liability Act [*Produkthaftungsgesetz*] is not affected.

9. No Responsibility for Third-Party Information, Indemnification by the User

If the user enters information or data onto the portal, the user is solely liable for such information and data. For QuoScient, this is third-party information resp. data outside of QuoScient's sphere of responsibility. In particular, QuoScient is not obliged to review this information and data for possible infringements. Should third parties bring an action against QuoScient due to possible infringements through such information or data, the user must indemnify QuoScient against any liability in this regard and reimburse QuoScient for the costs that QuoScient incurs due to the possible infringement.

10. Data Protection

10.1. QuoScient will comply with the relevant data protection provisions and in particular only collect, process and use the user's personal data for the fulfilment of the contractual relationship or for the implementation of precontractual measures that are taken at the user's request. QuoScient will take suitable technical and organisational measures in accordance with article 32 General Personal Data Protection Regulation and oblige its employees to observe confidentiality in accordance with Art. 5 GDPR.

10.2. The user is solely responsible for ensuring that they are entitled under data protection law to process personal data that they release for sharing and to transmit this to QuoScient and a third party – also outside of the European Union or the European Economic Area – and they have obtained any possibly required consents of the data subjects and have fulfilled corresponding duties to inform to these persons. Failing this, the user must refrain from sharing through the portal or anonymise the corresponding personal data beforehand.

10.3. In addition, QuoScient's data protection statement, which can be inspected on QuoScient's web page and retrieval under [<https://www.quoscient.io/en/privacy/>] applies to the client portal.

10.4. You have the right, for reasons related to your particular situation, to object at any time to the processing of personal data concerning you carried out on the basis of Art. 6 para. 1 lit. e or f GDPR, including profiling based on these provisions.

The controller will no longer process the personal data relating to you unless he can prove compelling reasons for processing worthy of protection which outweigh your interests, rights and freedoms, or the processing serves to assert, exercise or defend legal claims.

If personal data are processed for the purpose of direct advertising, you have the right to object at any time to the processing of the personal data concerning you for the purpose of such advertising; this also applies to profiling to the extent that it is connected with such direct advertising.

If you object to processing for direct marketing purposes, your personal data will no longer be processed for such purposes.

You have the possibility to exercise your right of objection in relation to the use of Information Society services - notwithstanding Directive 2002/58/EC - by means of automated procedures using technical specifications.

11. Amendment of the Terms and Conditions of Use or the Functional Scopes

11.1. QuoScient reserves the right to amend these terms and conditions of use or change, expand, update, restrict the functional scope of the portal or discontinue individual functionalities or the portal as a whole. If such changes have an adverse impact for the user or on the functional scope of the portal, QuoScient will inform the user about this in text form or by notification through the portal. The user may reject such changes in text form or by notification through the portal within one month after receipt of the notification to QuoScient. If the rejection is not made within this one-month notice period, the changes will enter into force and become binding after the expiry of this one-month notice period. QuoScient will expressly inform the user about this legal consequence together with the notification.

11.2. QuoScient will make available the currently applicable terms and conditions of use on the portal.

12. Prohibition of Assignment and Transfer

The user is not entitled to assign or transfer all or part of the claims and/or obligations under these terms and conditions of use without QuoScient's prior written consent.

13. Applicable Law

These terms and conditions of use and all disputes that arise from or in connection with these terms and conditions of use are subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

14. Legal Venue

The exclusive legal venue for all disputes that arise from or in connection with these terms and conditions of use is Frankfurt am Main.

15. Severability Clause

Should one or several provisions of these terms and conditions of use be or become invalid in whole or in part, or if these terms and conditions of use contain a loophole, this shall not affect the validity of the other provisions.

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