

Claryss Website Terms of Use

Version 28 September 2026

1. About Claryss

- 1.1. Claryss is a registered trade name of Fin-Es B.V.
- 1.2. Fin-Es B.V. (**Fin-Es**) is a limited liability company established under the laws of the Netherlands, with its registered office at Jupiterlaan 10, 2314 BE in Leiden, the Netherlands and registered with the Dutch Chamber of Commerce under number 97693758.
- 1.3. To contact Fin-Es please send an e-mail to: contact@claryss.com

2. Definitions and applicability

- 2.1. In these Terms of Use, the following definitions shall apply:

Term	Definition
Content	any and all data, models, methodology, examples and other content shown on and/or made available through the Website.
Equivalent Client	means a person, not being a natural person, established in a jurisdiction where MiFID II does not apply, which qualifies under the laws and regulations of that jurisdiction as equivalent to a Professional Client, and whose access to or use of the Website does not require Fin-Es to be registered, authorised or licensed as a provider of investment advice, investment research, investment services or similar regulated services in that jurisdiction.
Claryss	has the meaning set out in clause 1.1 of these Terms of Use.
Fin-Es	has the meaning set out in clause 1.2 of these Terms of Use.
Professional Client	means a professional client, not being a natural person, as defined in Directive 2014/65/EU (MiFID II) and applicable national implementing laws and regulations thereof.
Terms of Use	the Fin-Es website terms of use.
User	any user of the Website or its representatives.
Website	the website www.claryss.com .

- 2.2. By accessing or using the Website, the User accepts these Terms of Use and confirms to be a Professional Client or an Equivalent Client. If a User does not qualify as a Professional Client or an Equivalent Client, User must not access and use this Website and/or the Content. Where a User accesses or uses the Website on behalf of an organisation, the User confirms that it is authorised to accept these Terms of Use on behalf of that organisation, and references to User include that organisation. These Terms of Use govern the use of the Website only. Where the User, or the organisation on whose behalf the User acts, has entered into the Claryss Platform Terms and Conditions, those Platform Terms and Conditions exclusively govern the Platform Services and Claryss Output and prevail over these Terms of Use to the extent of any inconsistency.

3. Intended use of Website and Content

- 3.1. The Website and the Content are intended exclusively for Professional Clients and Equivalent Clients. They are expressly not intended for private and/or retail investors and/or the general public.
- 3.2. Nothing on the Website or in the Content constitutes investment advice, investment research, an investment service, a personalised recommendation, an offer, an invitation, or a recommendation to buy, sell or hold any investment or security, to effect any transaction in, or to conclude any legal act in relation to, any investment or security. No investment or other decision should be made solely on the basis of the Website or the Content.
- 3.3. The use of the Website and the Content is at User's own risk. Fin-Es does not warrant that the Content:
 - a) is accurate, consistent, complete, reliable, secure, useful, fit for purpose, timely, free of viruses; or
 - b) has been reviewed or assessed to determine whether it is appropriate for the User's particular needs; or
 - c) is suitable for, or capable of being used by, the User in any particular manner.
- 3.4. The Website and the Content are made available to the User "as is, as available".
- 3.5. The Website may contain links to third-party websites. Such links are provided for convenience only. Fin-Es has no control over, and accepts no responsibility for, the content, availability, security or privacy practices of any third-party website, and the inclusion of a link does not imply any endorsement by Fin-Es.

4. User restrictions

- 4.1. User shall not, and shall procure that its representatives shall not:
 - attempt, or allow to attempt, to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Website and/or the Content;
 - remove or circumvent technical provisions intended to protect the Website and/or the Content, or have these removed or circumvented;
 - access, or have it accessed, all or any part of the Website and/or the Content to build a product or service which competes with the Website and the services provided by Fin-Es;
 - use the Website and/or the Content to provide services to third parties;
 - use the Website and/or the Content for other purposes than stated in these Terms of Use;
 - use the Website and/or the Content for any unlawful or unauthorised purpose;
 - engage in any scraping, data mining, data harvesting, data extracting or any other similar activity in relation to the Website and/or the Content;
 - frame, mirror or deep-link any part of the Website and/or the Content without Fin-Es' prior written consent;
 - impose an unreasonable or disproportionately large load on the infrastructure of the Website, or interfere with or disrupt the proper working of the Website;
 - delete, alter or modify any material posted on the Website;
 - use the Website and/or the Content to engage in any advertising or marketing activity;
 - make any derivative use of the Website and/or the Content;

- use the Website and/or the Content, in whole or in part, to train, develop, validate, fine-tune or otherwise contribute to any artificial intelligence or machine-learning model or system; or
 - use any meta tags or any other “hidden text” utilising Claryss or any other trademark, trade name or logo used in connection with the Website, or any other intellectual property rights owned or controlled by Fin-Es.
- 4.2. Regardless of whether such representatives are in a relationship of authority with the User, User shall be responsible for:
- the use of the Website and the Content by any of its representatives; and
 - the compliance with the applicable restrictions by any of its representatives.
- 4.3. User acknowledges that violation of an agreed user restriction in these Terms of Use constitutes both a breach of contract of these Terms of Use and/or an infringement of the intellectual property rights of Fin-Es, its licensors or its suppliers.

5. Intellectual property rights

- 5.1. All intellectual property rights with regard to the Website and the Content vest in Fin-Es, its licensors and suppliers. Any intellectual property and other rights in any underlying third-party data remain with the relevant licensors and suppliers.
- 5.2. The Content remains the property of Fin-Es, its licensors or its suppliers. Fin-Es reserves the right to alter, modify or remove any Content without informing User in whatever way.
- 5.3. User cannot derive any ownership rights, rights of use, license or any other right with regard to the Website and/or the Content from any provision of these Terms of Use other than as expressly stated in these Terms of Use, and no provision in these Terms of Use shall be interpreted otherwise.

6. Limitation of liability

- 6.1. The liability of Fin-Es B.V., its licensors and its suppliers on whatever legal ground or theory (including without limitation breach of contract, wrongful act, strict liability, tort or otherwise) is expressly excluded.
- 6.2. All limitations and/or exclusion of liability in these Terms of Use shall also apply for the benefit of any person who is affiliated with Fin-Es B.V. and of Fin-Es’ licensors and suppliers. This clause is an irrevocable third-party stipulation (in Dutch: *onherroepelijk derdenbeding*) within the meaning of article 6:253 DCC (Dutch Civil Code) for the benefit of every such person affiliated and every such licensor and supplier.
- 6.3. Fin-Es’ licensors and suppliers are express third-party beneficiaries of the provisions of these Terms of Use that protect their intellectual property, restrict the use of the Website or the Content, or disclaim or limit liability, and may enforce those provisions directly against User. Each such provision is an irrevocable third-party stipulation (in Dutch: *onherroepelijk derdenbeding*) within the meaning of article 6:253 DCC for the benefit of every such licensor and supplier.
- 6.4. Nothing in these Terms of Use shall limit and/or exclude Fin-Es’ liability for damages that (a) cannot be limited and/or excluded pursuant to mandatory law or (b) are caused by intent (*opzet*) or wilful recklessness (*bewuste roekeloosheid*) of Fin-Es or its managerial staff (*bedrijfsleiding*).

7. Miscellaneous

- 7.1. If any provision in these Terms of Use or part thereof is rendered void, invalid or unenforceable by any legislation to which it is subject, it shall be rendered void, invalid or unenforceable to that extent solely and it shall in no way affect or prejudice the enforceability of the remainder of the Terms of Use.

- 7.2. Fin-Es may amend these Terms of Use at any time as it sees fit. Fin-Es recommends User to check the Website on a regular basis to keep up to date with any changes. Amendments take effect upon publication on the Website. By continuing to access or use the Website after amendments have been published, the User accepts the amended Terms of Use. If the User does not agree with the amended Terms of Use, the User must discontinue access to and use of the Website.
- 7.3. Fin-Es reserves the right to declare other or additional terms and conditions applicable to any other services it provides to User, either free of charge or at a fee.

8. Governing law and disputes

- 8.1. These Terms of Use and any agreement between Fin-Es and User shall be governed by and construed in accordance with the laws of the Netherlands.
- 8.2. Any dispute arising out of or in connection with the Terms of Use and any other agreement between Fin-Es and User shall be exclusively referred to the competent court in The Hague, the Netherlands.