

# General Terms and Conditions for the use of id Cockpit

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### Jan 01, 2025

The following terms and conditions determine the contractual relationship between id Linked S.à r.l, with registered address at 6, Place du Marché, L-6460 Echternach, registered with the Luxembourg Trade and Companies Register under number B.249.635, VAT number LU32701125 (hereinafter referred to as "id Linked") as distributor and central point of contact of the online application called id Cockpit (hereinafter referred to as "id Cockpit") and its customers (hereinafter referred to as "Customers") as users of id Cockpit.

Users are usually directors, executive directors, independent/non-executive directors who have to register as id Ship offering member on following link: [idShip - Registration - id-linked \(idlinked.eu\)](https://idlinked.eu/idShip-Registration-id-linked) (hereinafter referred to as "Offerer") and/or investment fund initiators, corporate secretary and domiciliation service providers, management companies/AIFMs, SICAVs, ICAVs, SPVs, banks, insurance companies and other companies who have to register as id Ship companies at following link [idShip - Registration - id-linked \(idlinked.eu\)](https://idlinked.eu/idShip-Registration-id-linked) (hereinafter referred to as "Companies") allowing both, Offerer and Companies to make use of id Cockpit.

The services offered under these general terms and conditions are not offered to consumers but to professionals, acting and using the said services in the context of their trade, business, or profession. Hereinafter Offerer and Company are indistinctly referred to as "Customer/-s" or "id Ship Customers".

# Terms and Conditions for the use of id Ship

## 1. Subject matter of the contract

1.1. id Linked will provide its Customers with access to the online directorship databank and governance control application id Cockpit (hereinafter "id Cockpit Service"). The technical infrastructure and IT environment and licensed services for id Cockpit will be provided by id Linked's service provider navAXX S.A (hereinafter "navAXX"), with registered address 17, rue de Flaxweiler L-6776 Grevenmacher, registered with the Luxembourg Trade and Companies Register under number B.161049 to id Linked on an exclusive right. navAXX S.A. was incorporated on 12 May 2011 and is a "Professionnel du secteur financier" (PSF). navAXX is regulated by the Commission de Surveillance du Secteur Financier (CSSF), 283, route d'Arlon, L-1150 Luxembourg.

1.2. The online id Cockpit Service distributed by id Linked may contain various data and information, possibly documents such as, but not limited to annual reports, articles, sales prospectus, other legal documents and confidential data, VAT number, age, trade register number, etc. which may hence include personal and company data, and which can be provided (uploaded) by id Cockpit Customers under their own discretionary and full responsibility (hereinafter "Customer Data").

1.3. As mentioned in article 1.1, the offering of id Linked is hosted by navAXX and therefore Customers are led to an external site to make use of the online application id Cockpit by id Linked.

## 2. Access to use id Cockpit / conclusion of contract

2.1. In order to gain access to the id Cockpit application as **existing id Ship member** - either as Company or as Offerer - the Customer must register via the id Linked webpage, section id Cockpit with name, surname and email address and accept these terms and conditions for the use of id Cockpit. Afterwards navAXX will provide the Customer with their access data, where the Customer can log in and use the id Cockpit Service.

2.2. **Non-existing id Ship members** need to register with id Ship first. For registration with id Ship, you have to accept the GTCs of id Ship (see [www.idlinked.eu](http://www.idlinked.eu)).

2.3. The online registration with id Cockpit creates a contractual relationship between id Linked and the registered Customer, which is subject to the fees mentioned below in article 3.

2.4. The obligation to pay registration fees can be temporarily or completely waived by id Linked, in the context of advertising offers of id Linked. Prior to the conclusion of a chargeable contractual relationship, the Customer will be informed about the content of the respective price and the terms of payment.

2.5 **The Customer is allowed to use per registration only ONE USER.**

### 3. Fees

3.1 For the registration and use of id Cockpit an annual fee of 1.800 € plus VAT is applicable.

3.2 Payment must be made within ten (10) business days after receipt of invoice. In the event of a default in payment, id Linked is entitled to temporarily block the Customer's access via navAXX to the id Cockpit Service.

3.3. Any fee or commission which is not paid when due may give rise to the automatic implementation of a late payment interest based on the reference rate in commercial transactions as applicable from the day after such due date of payment, with no prior notice required and without prejudice to any other right, plus a flat fee of fifty (50) euros for recovery costs.

### 4. Data protection information, security for the use of id Cockpit

4.1. Information on the processing of personal data (including Customer Data) and on the Customer's data protection rights can be found in the data protection notice on our website [www.idlinked.eu](http://www.idlinked.eu).

4.2. id Linked or its service providers, like navAXX but not limited to, continuously strive to protect their Customers from possible disruptions. Including, for example, hacker attacks or spams. Extensive organisational and technical standards have been developed by id Linked's service providers, in order to avoid this as efficiently as possible. It is the Customer's responsibility to familiarise themselves with and follow the id Linked / id Cockpit security tips before using the id Cockpit Services. The Customer is required to follow all recommendations issued by id Linked in order to correct any error or anomaly. Id Linked disclaims all liabilities of any kind should the Customer refuse to follow such recommendations, unless the Customer possesses legitimate important reasons to reject such recommendations.

4.3. IT and communication problems need to be reported by the Customer via E-Mail to ([clientservices@idlinked.eu](mailto:clientservices@idlinked.eu)).

## 5. Termination and extension of the contract

5.1. This agreement shall be concluded for an initial fixed period of one year (the "Initial Term") unless earlier terminated in accordance with the provisions below. Upon expiration of the Initial Term, the agreement shall be automatically renewed for a period of one year, unless a prior notification for termination at least one month prior to the termination date is received. Termination can be done by clicking the "cancel id Cockpit membership" button within the profile area on the id Linked website. The termination will be reviewed and requires confirmation by id Linked.

5.2. Either party may terminate this agreement at any time in case of a breach of its obligations under these terms by the other party where the defaulting party has failed to remedy its breaches within thirty (30) days from the receipt of a letter or an email ([clientservices@idlinked.eu](mailto:clientservices@idlinked.eu)) mentioning the breach and the party's intention to terminate the agreement.

## 6. Liability of id Linked

6.1 id Linked only acts as distributor of id Cockpit and as contact person for its Customers.

6.2. No liability is assumed by id Linked for the possible misuse of information and any content provided in id Cockpit. Despite the prohibition to do so, it is possible that Customers use the id Linked service in an inadmissible or unlawful manner. For such unauthorised or illegal use of id Cockpit, any liability of id Linked is excluded.

6.3. id Linked does not guarantee the uninterrupted usability or accessibility of the id Cockpit Offering or the proper and continuous accessibility to id Cockpit at all times. In particular, id Linked is not liable for disruptions in the quality of access to the id Cockpit offering, caused by force majeure or events beyond id Linked's control. Furthermore, the unauthorised access to Customer Data by third parties (e.g. through unauthorised access to the database by "hackers") is not id Linked's liability unless such unauthorized access is due to a gross negligence or willful misconduct of id Linked. In any case, id Linked is not liable in case of any damage supported by a Customer due to a lack of security pertaining to the Customer's own hardware and software equipment.

6.4. The aim of id Linked is to provide its online services id Cockpit continuously 24 hours a day, seven days a week with a high availability on an annual average. However, excluded from this are downtimes such as, but not limited to, adjustments in the software or general maintenance work, being understood that a full and continuous accessibility of the online services via the internet cannot be guaranteed. This might happen due to technical or other problems arising out of the control of id Linked, or third-party service providers of id Linked, such as force majeure, fault of third-parties and service providers, or issues with the Customer's own hardware or connectivity systems. It is the Customer's responsibility to use the latest IT and browser technologies or to use it on their computer or tablet and smartphone in order to be able to use the id Cockpit Service in its entirety. This is essential, as it cannot be ruled

out that the id Cockpit Services can only be used in part, should the Customer use outdated or non-market-standard technologies themselves or via their computer, tablet or smartphone.

6.5. In case of technical issues Customers have to contact id Linked via email to [clientservices@idlinked.eu](mailto:clientservices@idlinked.eu). id Linked will inform and take up the issue with its service provider navAXX as soon as possible during Luxembourg working days.

## 7. Duties of the Customer and Responsibility

7.1. Customers are obliged to make all due payments to id Linked (see in this respect article 3) in due time.

7.2. The Customer is solely responsible for the content of their registration and thus for the information they provide about themselves, others and the data and documentation they provide and upload in id Cockpit. The Customer assures that any Customer Data provided is true and accurate. Should a Customer provide false statements and/or use id Cockpit for fraudulent purposes, such Customer may face criminal and also civil proceedings.

7.3. The Customer further assures that they use the id Cockpit Service exclusively for his Offerer or Company intentions.

7.4. The Customer commits to indemnify and hold id Linked harmless to the maximum extent permitted by applicable laws from any action, damage, loss or claim that may arise from its wrongful use of this id Cockpit Service. This applies particularly to damages for violation of privacy rights, insult, defamation, violation of these terms and conditions, as well as violation of intellectual property or other proprietary rights.

7.5. Furthermore, each Customer commits themselves not to misuse the id Cockpit Service, particularly not to upload any data containing a virus (infected software) or software.

7.6. Failure to comply with any of the obligations of conduct set out in clauses 7.1 - 7.5 may result in the following sanctions: warning of a Customer, limitation / restriction on the use of applications in the id Cockpit Service, blocking of use until facts are clarified (in particular in the event of multiple complaints from other Customers), request for comments in the event of suspected breaches of contract / law, partial deletion of content. The Customer's obligation to pay for ordered services, is not changed due to a blocking of access. Failure to comply with the obligations of conduct set out in clauses 7.1 - 7.5 may also lead to immediate termination of this agreement. Furthermore, civil and criminal consequences may be set into action against the Customer.

## 8. Communication

id Cockpit is an online service distributor only. As such, id Linked communicates with its Customers by email or via the homepage of id Ship (e.g. registration, acceptance of the General Terms of Contract, Data protection provisions

and the contract confirmation, as well as invoices / reminders). For the conclusion of the contract postal communication is excluded. For issues related to the conclusion of the contract, payment or E-mail communication, postal communication will be made possible. The service password will be sent by navAXX after registration. Such password is to be kept confidential by the Customer.

## 9. Rights of use and copyrights

Unless otherwise specified, all the content of id Cockpit, including but not limited to all text, images, photographs, content, logos, trade name, domain name, video or audio material, source code and machine code, software, database is protected as such by authors' rights, copyright, trademarks, designs, database rights and/or any other applicable intellectual property right, whether registered or likely to be registered (the "Protected Content"). Except as otherwise provided in these general terms and conditions, it is strictly prohibited to reproduce, copy, adapt and/or translate, edit, distribute, communicate, extract from its database or re-use, create any derivative work, or exploit in any manner, in whole or in part, on any medium (including electronic medium) whatsoever, the Protected Content, without the prior written and specific permission of id Linked. Access to and use of the id Cockpit Service shall not be interpreted as assigning or granting any license on the Protected Content, except where otherwise specified in these general terms and conditions. The Customer is authorised to print and/or temporarily store copies of the Protected Content, without any permitted alteration, for his/her own personal use.

## 10. Applicable law, Competent court

10.1. The laws of the Grand Duchy of Luxembourg shall apply to any litigation arising out from the interpretation or execution of the present general terms and conditions.

10.2. Any dispute arising out of or in connection with these general terms and conditions shall be subject to the exclusive jurisdiction of the Courts of Luxembourg City.

## 11. Other

11.1. Third-party service providers like navAXX and agents in Luxembourg or abroad can be commissioned by id Linked with the provision of parts or the entire range of id Cockpit services.

11.2. The remaining content of the contract shall not be affected, should any provision of the contract or the General Terms and Conditions be or become invalid or should the contract be incomplete.

11.3. The contractual language is English.

11.4. The current General Terms and Conditions may be downloaded by the Customer as a PDF file free of charge at any given time.

11.5. id Linked reserves the right to modify the id Cockpit Service at any given time. Such change may be due to a change in the legal situation, or may result from an administrative decision or court order. Without any significant impact on the Customer, id Linked is entitled to change the id Cockpit Service, should security gaps and changes result from a purely technical or procedural nature. Service changes in the sense of this clause will not be impacted by changes with only an insignificant impact on the functions of id Ship.

## IMPRESSUM

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