Version: 24 February, 2026

Client's use of the Services is subject to Client's compliance with these Country Specific Terms and Conditions. These Country Specific Terms and Conditions applies for a particular country solely to the extent Client is located, domiciled in such country.

1. European Union – EU Data Act

1.1 Scope and applicability

This Part 1 applies where the Client is established in the European Union or where Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data ("Data Act") applies to the Services. This Part forms an integral part of the Agreement. In the event of any conflict between this Part and the Terms and Conditions, this Part shall prevail solely to the extent required to comply with the Data Act. Unless otherwise defined herein, capitalised terms shall have the meanings set out in the Terms and Conditions.

1.2 Definitions (EU Data Act specific)

For the purposes of this Part:

Data Act means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data.

Product Data means data, including relevant metadata, generated by the Client's use of the Services and processed by CM.com in connection with the provision of the Services, including data necessary to provide, maintain or support the Services. Product Data excludes anonymised data, aggregated statistics, data derived or inferred by CM.com, and traffic data or other operational or technical data generated by CM.com in the operation of its networks and platforms.

1.3 Data Access and Portability

1.3.1 Right of access

CM.com shall make available to the Client the Product Data generated by the Client's use of the Services, in a structured, commonly used and machine-readable format.

1.3.2 Portability to third parties

Upon written request, CM.com shall, where technically feasible, provide such Product Data directly to another third-party service provider designated by the Client, subject to appropriate security, confidentiality and interoperability safeguards.

1.3.3 Technical format and security

CM.com shall maintain appropriate technical and organisational measures to ensure secure, interoperable and

verifiable data transfers. CM.com may specify supported export formats, interfaces and APIs in its technical documentation or Trust Center.

1.4 Switching

1.4.1 Switching request

The Client may request to switch from the Services to another service provider or to its own environment ("Switching Request") at any time during the term of the Agreement by providing at least two (2) months' prior written notice.

1.4.2 Transition period

CM.com shall enable the export or transfer of the relevant Product Data within thirty (30) calendar days following the expiry of the notice period ("Transition Period").

1.4.3 Technical infeasibility

If the Transition Period is technically infeasible, CM.com shall inform the Client within fourteen (14) business days of receipt of the Switching Request, providing a reasoned explanation and proposing an alternative transition period, which shall not exceed seven (7) months in total.

1.4.4 Service continuity

CM.com shall act with due care to maintain service continuity and data integrity during the switching process. The Client shall notify CM.com upon completion of the data export or transfer.

1.5 Fees and Liability

1.5.1 Switching-related fees

CM.com shall not charge any fees for Switching Requests, except for reasonable, cost-based compensation for additional technical, operational or migration support expressly requested by the Client beyond CM.com's statutory obligations under the Data Act.

1.5.2 Limitation of liability

CM.com shall not be liable for data loss, corruption or service disruption resulting from a Switching Request, except where caused by CM.com's wilful misconduct or gross negligence.

1.5.3 Client responsibility

The Client is responsible for ensuring that it has obtained all necessary rights, consents and authorisations prior to submitting a Switching Request.

1.6 Termination and economic consequences of switching

1.6.1 Effect of switching

A Switching Request submitted in accordance with this Part shall not, in itself, constitute a breach of the Agreement. The relevant Order Form(s) shall terminate upon the earlier of (a) the Client's written confirmation that the transfer or export of Product Data has been successfully completed; or (b) expiry of the applicable notice and

transition period.

1.6.2 Compensation upon switching

Where an Order Form is terminated prior to expiry of its agreed fixed term as a result of a Switching Request, the Client shall pay CM.com a reasonable and proportionate early termination compensation, calculated by reference to:

(a) the pro rata repayment of any upfront or contractual discounts granted in consideration of the agreed contract duration;

(b) non-recoverable costs and investments incurred by CM.com in reliance on the agreed contract term; and

(c) objectively justified administrative costs attributable to the switching and early termination. Such compensation shall not exceed the amount necessary to place CM.com in the economic position it would reasonably have been in absent the early termination and shall not constitute a penalty or an economic barrier to switching.

1.6.3 Continuation of services

CM.com shall continue to provide the Services, and may continue to invoice the applicable service fees, during the notice and transition period, provided the Services remain available to the Client.

1.6.4 Accrued rights

Termination pursuant to this Part shall be without prejudice to any fees accrued prior to the termination date or to any rights or obligations which by their nature are intended to survive termination.

1.7 Deletion following termination

Following termination of the relevant Services and upon written request, CM.com shall delete or irreversibly anonymise Product Data to the extent such data is no longer required for the performance of the Agreement, in accordance with CM.com's data retention policies and applicable law.

2. Germany

2.1 Haftung. Zusätzliche Verpflichtungen

2.1.1 Die CM.com Germany GmbH allein haftet für Schäden, die durch ihren Vorsatz oder ihre grobe Fahrlässigkeit oder den bzw. die ihrer Vertreter und Unterauftragnehmer verursacht werden, und, falls die Schäden nicht vorsätzlich verursacht wurden, nur für solche, die für die CM.com Germany GmbH vorhersehbar sind.

2.1.2 Erleidet die CM.com Germany GmbH einen Schaden, weil der Kunde gegen eine Verpflichtung aus dem Vertrag, diesen allgemeinen Geschäftsbedingungen oder den Verhaltenskodizes verstößt, ist der Kunde verpflichtet, der CM.com Germany GmbH den daraus resultierenden Schaden zu ersetzen.

2.1.3 Die in diesem Abschnitt genannte Haftungsbeschränkung entfällt jedoch, wenn und soweit der Schaden auf Vorsatz oder grobe Fahrlässigkeit des Verpflichteten zurückzuführen ist, sowie bei Schäden an Leben, Körper und Gesundheit oder im Falle der gesetzlichem Produkthaftung (gemäß dem Produkthaftungsgesetz).

2.1.4 Der Kunde kann dem Kauf von Beta-Releases von Diensten zustimmen (d. h. Diensten in Entwicklung, die noch nicht ihre endgültige Form haben, Beta-Stufe). Diese Dienste können einige Unregelmäßigkeiten aufweisen, die

noch behoben werden müssen. Da der Kunde einen Beta-Release eines Dienstes akzeptiert hat, kann die CM.com Germany GmbH nicht für Verluste oder Schäden aufgrund dieses Dienstes haftbar gemacht werden.

2.1.5 Es entsteht kein Anspruch auf Entschädigung, es sei denn, die betroffene Partei meldet den Schaden innerhalb von 10 (zehn) Werktagen nach dessen Eintritt schriftlich der anderen Partei. Die andere Partei hat dann 10 (zehn) Werktage Zeit, um den Verlust zu beheben, falls dies möglich ist.

2.1.6 Für die Inhalte externer Links wird seitens der CM.com Germany GmbH keine Haftung übernommen. Der Inhalt der verlinkten Seiten liegt in der alleinigen Verantwortung des Betreibers. Solche Links bedeuten auch nicht, dass die externen Inhalte die Ansicht und/oder Meinung der CM.com Germany GmbH wiedergeben.

Germany (English version)

2.1. Liability. Additional obligations

2.1.1 CM.com Germany GmbH is solely liable for losses caused by its intent or gross negligence ("Vorsatz oder grobe Fahrlässigkeit") or that of its representatives and sub-contractors, and, if not intentionally caused, only for losses foreseeable for CM.com Germany GmbH.

2.1.2 If CM.com Germany GmbH suffers loss as a consequence of the Client acting contrary to an obligation under the Agreement, these General Terms and Conditions or the Codes of Conduct, the Client is obliged to compensate CM.com Germany GmbH for the resulting loss.

2.1.3 However, the limitation on liability specified in this Article shall cease to apply if and insofar as the loss is due to the willful intent or gross negligence of the liable party, as well as in case of damage to life, body and health or statutory product liability (pursuant to the "Produkthaftungsgezsetz").

2.1.4 Client can agree to purchase beta releases of Services (meaning Services under development and not final yet, beta stage). Those services may have some irregularities that still need to be worked out. As the Client has accepted a beta release of a service, CM.com Germany GmbH can’t be held liable for any loss or damage due to this service.

2.1.5 No right to compensation shall ever arise unless the party in question reports the loss to the other party in writing within 10 (ten) Working Days after it has arisen. The other party then has 10 (ten) Working Days to remedy the loss, if possible.

2.1.6 No liability is assumed on the part of CM.com Germany GmbH for the contents of external links. Content of linked pages is under the sole responsibility of its operator. Such links also do not signify that the external contents echo the view and/or opinion of CM.com Germany GmbH

3. United States of America

3.1. CM Sign. Additional Client Obligations

3.1.1 Client guarantees and warrants that it has all necessary permission from the End User to send the Document, including the use of the End User's Personal Data and use of electronic communication services for the provision of Documents to the End User, including but not limited to verifying and confirming, before providing to the End User an electronic record, with the following, at a minimum:

(1) That the End User has affirmatively consented to such electronic use (and has not retracted his or her consent);

(2) That prior to consenting, the End User was provided with a “clear and conspicuous” statement informing him or her of the right to have such disclosures provided on paper and to withdraw any consent given for electronic notice; of whether the consent applies only to that particular transaction or to a category of records over the course of a business relationship; and of how the consumer may withdraw consent and if a fee is charged; and

(3)

(i) That prior to consenting the End User is informed of the hardware and software requirements for accessing and retaining the electronic records; and

(ii) That the End User consents electronically to such notices. If the business later changes the hardware or software requirements in a manner that “creates a material risk that the consumer will not be able to access or retain a later electronic record,” the business must offer the consumer, without charge, an opportunity to withdraw consent to electronic notice.

4. Japan

4.1 反社会的勢力の排除

4.1.1 「反社会的勢力」とは、(1) 暴力団、暴力団員、暴力団関係企業、その他上記に準ずる者、または (2) 自らもしくは第三者を利用して、暴力的な要求行為、法的な責任を超えた不当な要求行為、脅迫的な言動もしくは暴力を用いる行為、虚偽の風[

4.1.2 各当事者は、自身が以下のいずれにも該当せず、将来にわたっても該当しないことを表明し、保証する。

(1) 反社会的勢力

(2) 反社会的勢力が実質的に経営に関与していると認められる関係を有する者

(3) 不当に反社会的勢力を利用していると認められる関係を有する者

(4) 反社会的勢力に対する資金提供またはこれに準ずる行為を通じて、反社会的勢力の維持、運営に協力または関与する者

(5) 反社会的勢力と社会的に非難されるべき関係を有する者

4.1.3 各当事者は、他方当事者が前項の表明および保証に違反した場合、他方当事者に対して何ら催告を必要とすることなく、本契約を解除し、これにより生じた損害の賠償を請求する権利を有する。また、当事者が他方当事者に対して負うあらゆる義務は期[

4.Japan (English version)

4.1. Exclusion of Anti Social Forces

4.1.1 "Anti Social Forces" means: (1) an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, and any other equivalent person of above; or (2) a person who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other party by spreading false rumors or by the use of fraudulent, or any other equivalent actions of above.

4.1.2 Each Party represents and warrants that it is not a person who has fallen and shall not fall under any of the followings: (1) the Anti Social Forces; (2) a person having such relationship with the Anti Social Forces that shows the Anti Social Forces' substantial involvement in the person's management; (3) a person having such relationship

with the Anti Social Forces that shows reliance on the Anti Social Forces; (4) a person who cooperate and is involved with the maintenance or operation of any Anti social Forces by providing funding to any Anti Social Forces or any similar act; or (5) a person who is engaged in socially condemnable relationship with the Anti Social Forces.

4.1.3 Each Party shall be entitled to terminate this Agreement and request for the damages without any notice and any and all obligations of the party owed to the other Party shall become due and payable and the other Party shall immediately repay such obligations, if the other Party breached the representations and warranties in the preceding clause.

5. China

5.1 范围

客户谨此确认，由CM.com提供的服务可能需要相关政府部门发布的若干批准/许可/证书，且客户进一步同意，CM.com可在获得该等批准/许可/证书前，寻求第三方合作以提供本协议项下服务。在上述情况下，CM.com应作为客户代理人来寻求

China (English version)

5.1. Scope

Client acknowledges that the services to be provided by CM.com may require certain approvals/licenses/certificates to be issued by the relevant governmental authorities and the Client further agrees and accepts that CM.com may seek third party cooperation to provide the services hereunder prior to its acquisition of such approvals/licenses/certificates. Under such circumstances, CM.com will serve as the agent of the Client in seeking qualified service provider, and the payment to be made by the Client to CM.com shall be deemed as consulting service fee and costs. CM.com shall require such third-party service provider to perform the same obligations of CM.com as stipulated herein.