

ACCEPTABLE USE POLICY

Integral part of the Terms and Conditions of the VERGO Platform · Annex 5 to the Framework Agreement

Protects the integrity of the Platform, the rights of other Users and VERGO's investment in building the database. It applies to all Users, regardless of their state of residence or establishment. Breach constitutes a breach of contract and may result in suspension or termination of access.

1. Permitted uses

- preliminary assessment of sites in the User's own interest or that of its direct clients, within a consulting relationship;
 - internal prioritisation of land portfolios;
 - preparation of the User's own development or investment decisions.
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2. Prohibited uses

2.1. Automated extraction and access

a) accessing the Platform by means of robots, scripts, crawlers, scrapers or other automated means not expressly authorised in writing; b) the systematic extraction of the whole, or of a substantial part — quantitatively or qualitatively — of the content of the Platform's database, as well as the repeated and systematic re-utilisation of insubstantial parts, contrary to the normal exploitation of the database; c) generating analyses in bulk, at a volume or usage pattern manifestly disproportionate to normal human use, for the purpose of reconstituting the database; d) circumventing rate limits, authentication mechanisms or any other protective measure.

The Platform's database is protected by the maker's *sui generis* right (Directive 96/9/EC on the legal protection of databases; Law no. 8/1996 on copyright and related rights). Breach of point b) gives rise to liability even outside the contractual relationship.

2.2. Competition and reverse engineering

a) using the Platform, its results or its data to develop, train, evaluate, calibrate or benchmark a competing product or service; b) reverse engineering, decompiling, disassembling or any attempt to reconstitute the algorithms, thresholds or weightings; c) systematically testing the Platform in order to infer its methodology; d) access by, or for the benefit of, a competing entity, whether directly or through an intermediary.

2.3. Resale and sharing

a) reselling, sublicensing, renting out or otherwise making access available to third parties; b) sharing credentials; accounts are strictly personal; c) commercialising reports, whether as such or reformatted; d) including reports in sale memoranda, prospectuses, bank financing files or other documents intended to be used by third parties as a basis for a decision, without VERGO's prior written consent.

2.4. Uploaded content and data

It is prohibited to upload: a) personal data for which the User does not hold a valid legal basis for transmission; b) **personal identification numbers or other personal identifiers** that are not covered, as well as special categories of data (art. 9 GDPR); c) data obtained unlawfully or in breach of intellectual property rights or confidentiality obligations; d) documents that are forged, altered or presented as being other than what they are; e) files containing malicious code; f) unlawful or defamatory content, or content that infringes the rights of third parties.

2.5. Security and integrity

a) accessing or attempting to access the accounts, data or infrastructure of other users; b) testing vulnerabilities without prior written authorisation; c) any action that degrades, overloads or disrupts the operation of the Platform; d) using the Platform for fraudulent purposes, including testing stolen payment instruments.

2.6. Misrepresentation

a) presenting a report as an official opinion, certificate, expert assessment, evaluation or official document; b) altering, truncating or removing references to source, version, date or limitations; c) attributing to VERGO conclusions that it has not formulated; d) suggesting an official relationship, a partnership or an approval by a public authority or a data provider.

2.7. False statements regarding status

a) falsely declaring legal-entity status, the state of establishment, or a VAT code that does not belong to the User, for the purpose of obtaining different tax or contractual treatment; b) keeping inaccurate billing details on the account after the User has become aware of the error.

3. Security research

VERGO encourages the responsible reporting of vulnerabilities. Researchers who report to office@vergo.ro, without exploiting the vulnerability, without accessing other users' data and without disclosing the issue publicly before it is remediated, will not be subject to action by VERGO for testing activity carried out within these limits.

4. Applicable measures

Depending on severity: warning; temporary limitation of the usage rate; account suspension; termination of the contract; a claim for damages; referral to the competent authorities.

Whenever possible without compromising the protection of the Platform or of third parties, VERGO notifies the User in advance and grants a reasonable period for remediation.

Objections are to be sent to office@vergo.ro; VERGO responds with reasons within 15 business days at the latest.