

ecoligo invest GmbH – last updated June 2025

ecoligo invest GmbH, Zimmerstr. 90, 10117 Berlin ('Platform Operator') operates an internet platform ('Platform') at <https://ecoligo.com/en> through which investors can invest in renewable energy and energy efficiency projects of companies.

The General Terms and Conditions are written in and shall be legally binding and decisive in German only. The English language translation is provided for convenience purposes only.

On the platform, companies ('issuers') can provide potential investors ('investors') with information on their planned financing of renewable energy and energy efficiency projects of project owners (the presentation of this information on the platform is also referred to as a 'financing project'). Based on this information, potential investors are given the opportunity to participate in the financing of the respective financing projects ('crowdfunding' or 'funding') by subscribing online to assets or securities ('financial instruments') as part of the investment brokerage.

To gain access to the information and financing projects and, if applicable, to be able to subscribe to financial instruments, a potential investor must first register on the platform.

The platform operator is a contractually bound intermediary within the meaning of Section 3 (2) WpIG and acts exclusively in the name, for the account and under the liability of MFC Service GmbH, registered in the commercial register of the Nürnberg Local Court, HRB 44226, with its registered office at Hauptmarkt 16, 90403 Nürnberg. MFC Service GmbH is an authorised securities institution with permission to provide investment advice in accordance with Section 2 (2) No. 4 WpIG and investment brokerage in accordance with Section 2 (2) No. 3 WpIG, in each case without the authority to obtain possession and/or ownership of securities or client funds.

The platform operator is entered in the public register of tied agents pursuant to Section 3 (2) WpIG of the German Federal Financial Supervisory Authority (BaFin). The register can be accessed at <https://portal.mvp.bafin.de/database/VGVInfo>.

Any use of the Platform by (potential) investors ('Users') is governed exclusively by the General Terms and Conditions ('GTC') set out below.

I. Scope of application

1. By using the platform, a licence agreement is concluded between the user and the platform operator, which is subject exclusively to the following GTC. This Platform Utilisation Agreement forms the framework for the use of the Platform for information purposes and for the brokerage of individual financial instruments between investors and issuers through the Platform. Both the use for information purposes and the brokerage of financial instruments is free of charge for users. The GTC apply to all content, functions and other services provided on the platform.
2. In addition, a separate brokerage agreement on financial instruments ('brokerage agreement') is concluded between the investor and MFC Service GmbH, represented by the platform operator as a contractually bound broker, as soon as the platform operator presents specific financial instruments from issuers to the user on the platform. The content of the brokerage agreement is determined by the 'General Terms and Conditions of MFC Service GmbH for Brokerage by Contractually Bound Brokers' and the supplementary 'General Terms and Conditions of MFC Service GmbH for Brokerage by Contractually Bound Brokers'. These documents are available on the platform and the investor receives them pre-contractually.
3. The legal relationship between the platform operator and the issuer is not the subject of these GTC. Nor is the legal relationship between the issuer and the user the subject of these GTC. This legal relationship is subject to separate legal regulations (e.g. loan conditions, issue conditions). The Platform Operator is not a party to these contracts.
4. There is no entitlement to registration and use of the platform. The platform operator is free to reject a user at any time without giving reasons.

II. Registration

1. Registration is required to use the platform to its full extent. Registration as a private individual is permitted for natural persons who have reached the age of 18, have full legal capacity and are not citizens of Canada, Japan or Australia and are not US persons as defined below. A US person is anyone who is a citizen of the USA, holds a permanent residence and work permit for the USA (green card) or is subject to unlimited income tax liability in the USA for any other reason, has a residence or secondary residence in the USA or its territories or is a US company or other asset entity, estate or trust established under US law that is subject to US federal taxation, or is acting for the account of such an entity. Investors must act for their own account.
2. Multiple registration of one and the same person is not permitted. The platform operator will only actively approach users in Germany. It is mandatory to register by providing the requested data truthfully and in full.
3. To be able to accept a contractual offer from an issuer as a user, it is also necessary to provide complete and truthful investor-specific data, which is requested during or after registration.
4. Once registration has been completed, the platform operator sends the user a confirmation e-mail. By clicking on the link provided there, the registration is finalised. After conclusion of the contract, the user can view and change his data at any time under 'My account'.

5. Registration with incorrect data or the provision of incorrect investor-specific data is not permitted and will result in the user being excluded from the platform.
6. The user undertakes to ensure that all information provided is always truthful and up to date for the duration of use of the platform.
7. The user undertakes to ensure that his access data, particularly his/her password, is not made accessible to third parties.
8. The user is solely responsible for all actions carried out via his/her user account. If there are any indications of misuse of the user account or if third parties have nevertheless gained knowledge of the access data, the user is obliged to report this to the platform operator immediately.
9. The platform operator shall not pass on the user's access data to third parties and shall not request them from the user by e-mail or telephone.

III. Right of cancellation for consumers regarding registration

Cancellation policy

Section 1

Right of cancellation

You can cancel your contractual declaration within 14 days without giving reasons by means of a clear declaration. The cancellation period begins after conclusion of the contract and after you have received the contractual provisions including the General Terms and Conditions as well as all the information listed below in Section 2 on a durable medium (e.g. letter, fax, e-mail). Timely dispatch of the cancellation is sufficient to comply with the cancellation period if the declaration is made on a durable medium. The cancellation must be sent to:

ecoligo invest GmbH, Zimmerstr. 90, 10117 Berlin
E-mail: support@ecoligo.com

Section 2: Information required for the start of the cancellation period

The information within the meaning of section 1 sentence 2 includes the following details:

1. the identity of the entrepreneur; the public business register with which the legal entity is registered and the associated register number or equivalent identifier must also be provided;
2. the main business activity of the entrepreneur and the supervisory authority responsible for its authorisation;
3. the entrepreneur's summonable address and any other address relevant to the business relationship between the entrepreneur and the consumer; in the case of legal persons, associations of persons or groups of persons, also the name of the authorised representative;
4. the essential characteristics of the financial service and information on how the contract is concluded;
5. the total price of the financial service, including all related price components and all taxes paid via the trader or, if no exact price can be given, its basis of calculation, which enables the consumer to check the price;
6. any additional costs incurred and an indication of any other taxes or costs that are not paid through or charged by the trader
7. a statement that the financial service relates to financial instruments which, due to their specific characteristics or the transactions to be carried out, are subject to special risks or whose price is subject to fluctuations in the financial market over which the trader has no control, and that past returns are not an indicator of future returns;
8. a time limit on the period of validity of the information provided, for example the period of validity of time-limited offers, in particular with regard to the price;
9. details regarding payment and fulfilment;
10. the existence or non-existence of a right of cancellation as well as the conditions, details of the exercise, in particular the name and address of the person to whom the cancellation is to be declared, and the legal consequences of the cancellation, including information on the amount that the consumer must pay for the service provided in the event of cancellation, insofar as he is obliged to pay compensation (underlying provision: Section 357b of the German Civil Code);
11. the minimum term of the contract, if it contains a permanent or regularly recurring service;
12. the contractual cancellation conditions, including any contractual penalties;
13. the Member States of the European Union whose law the trader uses as a basis for entering into relations with the consumer prior to the conclusion of the contract;

- 14.a contractual clause on the law applicable to the contract or on the competent court;
- 15.the languages in which the contractual terms and conditions and the prior information referred to in this cancellation policy are communicated, as well as the languages in which the trader undertakes to communicate during the term of this contract with the consumer's consent;
- 16.the indication whether the consumer can use an out-of-court complaint and redress procedure to which the trader is subject and, if applicable, the conditions for accessing it;

Section 3

Consequences of cancellation

In the event of an effective cancellation, the services received by both parties must be returned. You are obliged to pay compensation for the value of the service provided up to the time of cancellation if you were informed of this legal consequence before submitting your contractual declaration and have expressly agreed that performance of the service in return can begin before the end of the cancellation period. If there is an obligation to pay compensation, this may mean that you still have to fulfil the contractual payment obligations for the period up to the cancellation. Your right of cancellation expires prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of cancellation. Obligations to reimburse payments must be fulfilled within 30 days. This period begins for you when you send your cancellation notice and for us when we receive it.

ecoligo invest GmbH

IV. Services of the platform operator and use of the platform

1. The platform operator offers users the opportunity to contact issuers via the platform.
2. The platform operator offers issuers the opportunity to make information and documents available to potential investors on the platform. In addition, the platform operator offers investors the opportunity to subscribe to financial instruments online. In this context, the platform operator limits itself to providing the technical framework for the conclusion of contracts, organising the dispatch of documents, transmitting declarations of intent as a messenger and providing issuers with certain other services in connection with the initiation and processing of the acquisition of financial instruments (in particular contract management and payment monitoring). The platform operator does not provide any further services. In particular, the platform operator has no discretion of its own with

regard to the conclusion of contracts between issuers and investors and/or the management of the funding process, does not itself become a party to these contracts, does not act as an authorised representative of a party when concluding these contracts and does not accept payments within the scope of the brokered contracts. It does not provide any services that require a licence under the German Banking Act, the German Capital Investment Code or the German Payment Services Supervision Act. Payments are processed via a licensed payment service provider or a so-called paying agent.

3. The use of the platform is free of charge for the user.
4. The platform operator does not provide any advisory services. In particular, no financing and/or investment advice or tax and/or legal advice is provided. Posting on the platform does not constitute an investment recommendation. The platform operator does not assess the creditworthiness of the issuer and does not check the information provided by the issuer for its truthfulness, completeness or currency. The platform operator does not provide investors with personal recommendations for the purchase of financial instruments on the basis of an examination of the personal circumstances of the respective investor. Unless the user has given separate consent to the collection of data, the personal circumstances of a user are only requested to the extent that this is either necessary for the processing of contractual relationships or - in the context of investment brokerage - is required by law. In the context of investment brokerage, this is done with the aim of providing the information required by law, but not with the aim of making a personal recommendation to the investor to purchase a particular financial instrument.
5. The documents made available on the platform expressly do not claim to contain all the information required for the assessment of the financial instrument offered in each case. They do not constitute a prospectus in the legal sense. Users should take the opportunity to ask issuers questions via the platform before making an investment decision. Users should obtain information from independent sources if they are unsure whether they should subscribe to the financial instruments offered. The documents made available on the platform are no substitute for expert advice. Users should inform themselves about the legal, economic and tax consequences of such an investment before subscribing to the financial instruments offered. The financing projects relate to financial instruments that are subject to special risks due to their specific characteristics or the transactions to be carried out. Previous market or business developments and income generated in the past are no basis or indicator for future developments. When subscribing to qualified subordinated financial instruments, users as investors bear an entrepreneurial risk that is higher than the risk of a regular lender. The subscription amount, including interest claims, cannot be reclaimed due to the qualified subordination if this would cause the issuer to become insolvent. This can lead to the total loss of the invested capital and interest. Users should observe the risk warnings.
6. The respective subscription amount can be freely selected by the user within the given framework. For an investment, the user may only use his/her own liquid funds that are free of third-party rights.
7. Comments made by users on the platform or the associated blogs etc. that are inappropriate or violate applicable law are not permitted and will be deleted immediately. Violations of this provision may result in the user being liable for damages and the immediate exclusion of the user from using the platform.

8. The information provided on the platform is not intended for dissemination to or within the USA, Canada, Australia, Japan or jurisdictions in which such an offer or such an invitation to submit an offer is not permitted. Any violation of this restriction on disclosure may constitute a violation of the legal provisions of these countries.

V. Realisation of an investment

An investment via the platform proceeds as follows:

1. a potential investor registers as a user of the platform and finds out about the financing projects. To do this, he uses the information and documents provided by the respective issuer.
2. to acquire a financial instrument, the investor and issuer conclude a subscription agreement via the a subscription agreement in the amount chosen by the investor ('deposit amount'). The platform operator forwards the contractual declarations of the parties to the other party as a messenger, depending on the process.
3. the issuer will request the investor to pay the deposit amount. Depending on the financial instrument, the individual conclusion of the contract may be conditional, such as in particular the non-fulfilment of the payment obligation and/or the failure to reach a minimum subscription volume within a certain period.
4. in the event of an effective cancellation of the conclusion of the contract, or if a funding is not successful because, for example, the relevant funding threshold (minimum total subscription amount for a financing project) is not reached, the issuer will ensure that the deposit amount is returned to the user's deposit account without deductions or costs to his deposit account; this does not affect any obligation to pay compensation or other rights in the event of cancellation by the user.

VI. Duration and cancellation

1. The licence agreement existing under these GTC is concluded for an indefinite period. It can be terminated at any time by the user or the platform operator with a notice period of one week to the end of the month. The right to extraordinary termination remains unaffected by this.
2. Cancellations by the user must be sent by email to support@ecoligo.com. The user will be informed of cancellations by the platform operator by e-mail to the last e-mail address stored on the platform.

3. It is clarified that a cancellation of this contract of use does not affect existing contractual relationships between users and issuers.

VII. Availability

The platform operator endeavours to offer comprehensive availability of the platform within the scope of what is technically reasonable to offer comprehensive availability of the platform. However, the platform operator assumes no guarantee for this. In particular, maintenance work may be required for reasons of security and capacity. Technical circumstances and events beyond the control of the the domain of the platform operator may lead to temporary or permanent unavailability of the platform.

The platform operator reserves the right to restrict access to the platform at any time and to the extent necessary, e.g. to carry out maintenance work.

VIII. Documents

The user is not authorised to pass on or reproduce any information or documents that the user has downloaded from the platform. This obligation does not apply to information and documents that are publicly accessible. This obligation shall also apply indefinitely beyond the period of use of the platform and also upon termination of this licence agreement. If a user breaches this obligation, this may result in a liability for damages.

IX. Data protection

The collection and use of personal data of the user takes place exclusively within the framework of the statutory provisions, in particular consideration of the applicable data protection law. Further information on this can be found in the separate privacy policy of the platform operator at www.ecoligo.com/en/data-protection.

X. Liability

1. The Platform Operator's liability for damages, regardless of the legal grounds (in particular in the event of default, defects or other breaches of duty), is limited to the foreseeable, typically occurring damage that should have been avoided by exercising due diligence (i.e. the damage that the Platform Operator foresaw as a possible consequence of a breach of duty when concluding the contract or should have foreseen when exercising due diligence).
2. The above limitation of liability does not apply to the liability of the platform operator for intentional behaviour or gross negligence, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act. In the event of simple negligence, the platform operator shall only be liable in the event of a breach of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the user may regularly rely ('cardinal obligations'). Cardinal obligations include in particular the acceptance and forwarding of subscription

declarations via the platform.

3. The platform operator is neither liable for the information provided by issuers on the platform nor for the validity of the contracts concluded between the user and the issuer. The information provided on the platform by issuers about themselves is based exclusively on statements and documents provided by the issuers themselves. Responsibility for ensuring that this information is accurate, up-to-date and complete lies solely with the respective issuer. The platform operator does not check the information provided.
4. The platform operator's website contains links to external third-party websites. The platform operator has no influence on the content of these directly or indirectly linked websites. The respective provider or operator is always responsible for the accuracy of the content, which is why the platform operator accepts no liability in this respect. The platform operator has checked the third-party websites for possible legal violations at the time of linking. No legal violations were recognisable at the time of linking. The platform operator is unable to constantly check all content of the pages linked by the platform operator without actual evidence of a legal offence. If the platform operator becomes aware of any legal violations, the platform operator will remove the corresponding links immediately. exclusively within the framework of the statutory provisions, in particular taking into account the applicable data protection law. Further information on this can be found in the platform operator's separate privacy policy at www.ecoligo.com/en/data-protection.

XI. Final provisions

1. the platform operator may amend the GTC if necessary,
 - i. insofar as the Platform Operator is obliged to ensure that the GTC comply with applicable law or official requirements;
 - ii. insofar as the Platform Operator thereby complies with a court judgement or an official decision or the request of an authority directed against it or one of its sub-service providers or in order to avoid or remedy complaints by an authority and/or
 - iii. insofar as changes to the legal framework relevant to the contractual relationship between the parties the contractual relationship between the parties, case law, the administrative practice of a competent supervisory authority and/or changes in other circumstances relevant to the contract which are outside the sphere of influence of both parties make it necessary to amend the GTC (e.g. because the relevant clauses in the General Terms and Conditions are now deemed to be are now considered invalid due to such changes or because a or because the continued validity of the GTC without corresponding adjustments would lead to a breach sanctionable under supervisory law)

and the changes made by the platform operator do not result in unreasonable consequences for the user and no changes to the contractual services that are not required in the reciprocal relationship. that are reciprocal, unless such changes are unavoidable when measured against the above standard. The Platform Operator shall send the amended GTC to the User in text form before the planned entry into force and shall inform the User separately of the new provisions and the date of the planned entry into force. At the same time, the platform operator shall grant the user a reasonable period of at least two months to declare whether they accept the amended GTC for the further use of the services. If no declaration is made within this period, which shall commence upon receipt of the notification in text form, the amended terms and conditions shall be deemed to have been agreed. The platform operator shall inform the user separately of this legal consequence, i.e. the right of objection, the objection period and the significance of silence, at the beginning of the period.

2. These Terms of Use shall be governed exclusively by the law of the Federal Republic of Germany. The contractual and authoritative language for communication between the platform operator and the user is German.
3. The place of jurisdiction for all legal disputes arising from this contractual relationship shall be the registered office of the Platform Operator with regard to users who are citizens or have no general place of jurisdiction in Germany or in another EU member state. In all other cases, the statutory place of jurisdiction shall apply.
4. Should individual provisions of these GTC be or become void, ineffective or unenforceable, the validity of the remaining provisions of these GTC shall not be affected. The same applies in the event of loopholes.
5. The European Commission has set up a European online dispute resolution platform at <http://ec.europa.eu/consumers/odr/>. A consumer can use this platform for the out-of-court settlement of a dispute arising from online contracts with a company established in the EU. To do so, they must complete an online complaint form, which can be accessed at the above address.
6. We would like to point out that the following body is responsible as a consumer arbitration board:

Conciliation body at the Deutsche Bundesbank, Postfach 10 06 02, 60006 Frankfurt am Main, www.bundesbank.de/schlichtungsstelle. We are obliged to participate in dispute resolution proceedings before this consumer conciliation body.