

RootBridge Customer Terms and Conditions

These Customer Terms and Conditions (hereinafter "**T&C**") govern the contractual relationship (hereinafter the "**Agreement**") between RootBridge AG (hereinafter the "**Provider**") and the users (hereinafter "**Customers**") who use the website and sign up to use the RootBridge platform made available via the URL <https://rootbridge.eu/> (hereinafter together "**Website**"). The Provider and the Customer are also referred to herein each as the "**Party**" and together the "**Parties**".

1. Services

1.1. General

1.1.1. The Provider operates the Website and in connection therewith provides to the Customer certain services (hereinafter "**Services**") as specified on the Website.

1.1.2. As part of its Services, the Provider:

- a) sets up the Website;
- b) operates the Website; and
- c) grants the Customer access to the Website.

1.1.3. The Services are subject to these T&C.

1.2. Updates and Upgrades

1.2.1. The Provider may apply new versions of, and updates to the Website, whether for the purposes of fixing an error, bug or other issue or enhancing the functionality of the Website (hereinafter "**Upgrade**").

1.2.2. From the date when an Upgrade is first made available to the Customer, the Upgrade shall form part of the Services, and accordingly from that date the Customer's rights to use the Upgrade shall be governed by these T&C.

1.2.3. Any and all intellectual property rights in the Upgrade shall, as between the Parties, be the sole and exclusive property of the Provider.

1.2.4. The Provider may sub-contract the provision of any of the Services at its own free discretion without requiring the consent of the Customer.

2. Customer Rights and Obligations

2.1. Use of Services by Customer

2.1.1. Subject to the Customer's compliance with these T&C, the Provider grants to the Customer a non-exclusive licence to use the Website for the purposes specified by the Provider on the Website or via other communications to the Customer (hereinafter the "**Permitted Purpose**").

2.1.2. The use of the Website by the Customer shall be subject to the following licensing terms:

- a) the Customer may only use the Website for the Permitted Purpose;
- b) the Customer must not and agrees not to:
 - (i) copy or reproduce Website or any part of the Website other than in accordance with the licence granted in these T&C;
 - (ii) sell, sub-license, resell, rent, lease, loan, supply, distribute, redistribute, publish or re-publish the Website or any part of the Website;
 - (iii) modify, alter, adapt, translate or edit, or create derivative works of, the Website or any part of the Website;
 - (iv) reverse engineer, decompile, disassemble the Website or any part of the Website (except as permitted by mandatory provisions of the applicable law);
 - (v) use the Website other than in accordance with the Provider's instructions;
 - (vi) use the Website in any way that is unlawful, illegal, fraudulent or harmful or use the Website in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

- (vii) use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website, or any of the areas of, or services on, the Website; or
 - (viii) circumvent or remove or attempt to circumvent or remove the technological measures applied to the Website for the purposes of preventing unauthorised use.
 - c) the Customer must not and agrees not to sub-license its right to access and use the Website or allow any unauthorised person to access or use the Website.
- 2.1.3. For the avoidance of doubt, the Customer has no right to directly or indirectly via a third party access the source code of the Website.
- 2.1.4. The Customer shall use all reasonable endeavours to ensure that no unauthorised person will or could access the Website using the Customer's account.
- 2.1.5. It is the Customer's responsibility to ensure and comply with internal policies, union contracts as well as legal requirements of the respective countries regarding the privacy protection of individual employees.
- 2.1.6. The Customer agrees to ensure that access to the Website is strictly restricted to persons authorised to use it.

3. Intellectual Property

All intellectual property rights pertaining to the Services and the Website shall, as between the Parties, be the exclusive property of the Provider. This includes intellectual property rights in Upgrades (as per Section 1.2.1)

4. Data Ownership

- 4.1. The Website does not store or process any personal data directly. Data submitted via forms on the Website is transmitted directly to third-party service providers (including but not limited to email services, HubSpot, and Brevo).
- 4.2. To the extent any personal data is processed, such data ("Customer Data") remains the property of the Customer.
- 4.3. The Provider does not store or retain Customer Data on its own servers. Any processing is carried out exclusively by third-party providers as described in their respective privacy policies.
5. The Customer acknowledges that any anonymized data models, usage insights, or algorithms developed by the Provider based on aggregated or anonymized website usage data, provided such data cannot reasonably be used to identify any individual.

6. Warranties

- 6.1. The Customer warrants to the Provider that
- a) it has the legal right and authority to enter into and perform its obligations under the Agreement;
 - b) it will use the Services and the Website strictly in compliance with any law and the conditions set forth in the Agreement.
- 6.2. The Provider warrants to the Customer that:
- c) it has the legal right and authority to enter into and perform its obligations under the Agreement;
 - d) it will perform its obligations under the Agreement with reasonable care and skill.
- 6.3. The Customer acknowledges that:
- a) complex software is never wholly free from defects, errors and bugs, and the Provider gives no warranty or representation that the Website will be wholly free from such defects, errors and bugs; and

- b) complex software is never entirely free from security vulnerabilities; and subject to the other provisions of the Agreement, the Provider gives no warranty or representation that the Website will be entirely secure; and
 - c) the Provider does not warrant or represent that the Website will be compatible with any application, program or software not specifically identified as compatible.
- 6.4. All of the Parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be made or implied into the Agreement.

7. Limitations and exclusions of liability

7.1. Nothing in the Agreement will:

- a) limit or exclude the liability of a Party for fraud or fraudulent misrepresentation by that Party;
- b) limit any liability of a Party in any way that is not permitted under applicable law; or
- c) exclude any liability of a Party that may not be excluded under applicable law.

7.2. The Provider will not be liable:

- a) in respect of any loss of profits, income, revenue, use, production or anticipated savings;
- b) for any loss of business, contracts or commercial opportunities;
- c) for any loss of or damage to goodwill or reputation;
- d) in respect of any loss or corruption of any data, database or software;
- e) in respect of any special, indirect or consequential loss or damage; and
- f) for any losses arising out of a Force Majeure Event, a Force Majeure Event meaning an event, or a series of related events, that is outside the reasonable control of the Party affected (including failures of or problems with the Internet or a part of the Internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

8. Data protection

8.1. The Customer warrants that it has the legal right to disclose all data protected by any applicable data protection legislation (hereinafter "**Personal Data**") that it does in fact disclose to the Provider under or in connection with the Agreement.

8.2. The Provider warrants that:

- a) it will act only on instructions from the Customer in relation to the processing of any Personal Data performed by the Provider on behalf of the Customer; and
- b) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of Personal Data and against loss or corruption of Personal Data processed by the Provider on behalf of the Customer.

9. Confidentiality and publicity

9.1. The obligations set out in this Section 8 shall apply in addition to the confidentiality provisions in the Non-Disclosure Agreement.

9.2. The Provider covenants to keep confidential and not disclose the customer information that is marked confidential (hereinafter "**Customer Confidential Information**") to any person save as expressly permitted by the Agreement. For the sake of clarity, nothing in this Section 8 shall restrict the Provider in engaging third party providers (for example third party Internet service providers).

- 9.3. The Customer covenants to keep confidential and not disclose any information disclosed (whether in writing, orally or otherwise) by the Provider to the Customer (hereinafter "**Provider Confidential Information**") save as expressly permitted by the Agreement or the Non-Disclosure Agreement.
- 9.4. Confidential information of a Party may be disclosed by the other Party to that other Party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the confidential information disclosed.
- 9.5. The obligations set out in this Section 8 shall not apply to:
- a) confidential information that is publicly known (other than through a breach of an obligation of confidence);
 - b) Customer Confidential Information that is in possession of the Provider prior to disclosure by the Customer, and Provider Confidential Information that is in possession of the Customer prior to disclosure by the Provider;
 - c) Customer Confidential Information that is received by the Provider, and Provider Confidential Information that is received by the Customer, from an independent third party who has a right to disclose the relevant confidential information; or
 - d) confidential information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the Party subject to such disclosure requirement must where permitted by law give to the other Party prompt written notice of the disclosure requirement.
- 9.6. Neither Party will make any public disclosure relating to the conditions of the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other Party. Notwithstanding the aforesaid, the Provider shall be entitled to identify and name the Customer in any public disclosure for customer reference purposes.

10. Term and Termination

- 10.1. The Agreement is entered into for the fixed term specified on the Website or otherwise communicated to the Customer by the Provider prior to the conclusion of the Agreement (hereinafter the "**Term**").
- 10.2. Either Party may terminate the Agreement immediately by giving written notice to the other Party if the other Party:
- a) commits any breach of any term of the Agreement, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other Party fails to remedy the breach within 30 calendar days of receipt of a written notice requiring it to do so; or
 - (iii) persistently breaches the terms of the Agreement (irrespective of whether such breaches collectively constitute a material breach).
 - b) the other Party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) an order is made for the winding up of the other Party, or the other Party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other Party under the Agreement).

11. Effects of termination

- 11.1. Upon termination of the Agreement, all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): 3, 9 and 11.2.
- 11.2. Termination of the Agreement will not affect either Party's accrued liabilities and rights as at the date of termination.

12. Force Majeure Event

- 12.1. Where a Force Majeure Event gives rise to a failure or delay in either Party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.
- 12.2. A Party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Agreement, will:
 - a) immediately notify the other; and
 - b) will inform the other of the period for which it is estimated that such failure or delay will continue.
- 12.3. The affected Party will take reasonable steps to mitigate the effects of the Force Majeure Event.

13. Miscellaneous

- 13.1. No breach of any provision of the Agreement will be waived except with the express written consent of the Party not in breach.
- 13.2. If a clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the clause will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant clause will be deemed to be deleted). The Parties commit themselves to substitute the ineffective clause with one that most closely reflects the economic intention of the ineffective clause. The same applies to unintentional gaps in the contract.
- 13.3. Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the Parties.
- 13.4. This Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.
- 13.5. The Customer may not assign any or all of its contractual rights and/or obligation without the prior written consent of the Provider.
- 13.6. The Customer hereby agrees that the Provider may freely assign any or all of its contractual rights and/or obligations under the Agreement to any Affiliate or any successor to all or a substantial part of the business of the Provider from time to time.
- 13.7. Neither Party will, without the other Party's prior written consent, either during the term of the Agreement or within 6 months after the date of effective termination of the Agreement, engage, employ or otherwise solicit for employment any employee, agent or contractor of the other Party who has been involved in the performance of the Agreement.
- 13.8. Each Party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that Party's power, which are necessary to enable the Parties to exercise their rights and fulfil their obligations under the Agreement.
- 13.9. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third Party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or

agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

13.10. This Agreement constitutes the entire agreement between the Parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the Parties in respect of that subject matter.

13.11. This Agreement will be governed by and construed in accordance with the substantive laws of Switzerland excluding its conflict of law provisions and excluding the United Nations Convention on the International Sale of Goods (CISG); and the exclusive place of jurisdiction is Zurich (City), Switzerland. The Provider may choose as alternative place of jurisdiction any competent court of justice worldwide.

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