

## **CREALOGIX AG, ZURICH**

### **TERMS OF USE FOR THE CLX.NOVA PRODUCT PORTFOLIO**

#### **WELCOME TO CLX.NOVA!**

These Terms of Use govern the legal relationship between CREALOGIX AG, having its registered office in Zurich, Switzerland (hereinafter "CREALOGIX"), and the person, company, or organization (hereinafter "you" or "Customer") that has access to the CLX.NOVA services (hereinafter "Services"). The Services enable the Customer to either use agreed software on demand on the Internet as software as a service (abbreviated "SaaS") or download, store, and use agreed software based on a license, in both cases in exchange for compensation.

Read through these Terms of Use carefully before you use the Services. By using the Services, you accept these Terms of Use as binding on you. Any different or additional terms or conditions contained in orders or other written notices or documents generated by you with regard to the Services are null and void.

To ensure the necessary flexibility in our business relationship, CREALOGIX may amend these Terms of Use at any time. CREALOGIX will announce such changes in writing (e.g. via e-mail) or on its website at least three months in advance. Changes take effect as of the effective date stated in the announcement and are applicable only to new orders placed by the Customer and ongoing contracts without a fixed end date. If you do not agree to the changes to the Terms of Use, you can object thereto or terminate the Service within the time limit provided for the announcement.

In the case of contracts with a defined term that is subject to renewal, the changes do not take effect until the renewal period commences. You agree to the changes if you use the Services after the announced effective date or renew your contract.

The Customer is responsible for the selection, use, and maintenance of the IT

systems used on the Customer's side in connection with the Service, additional programs and data systems, and the services necessary therefor.

#### **Products and services**

CLX.Nova enables the Customer to manage its finances. The solution can be offered to the Customer as a SaaS service in two basic variants: for installation by the Customer locally or in its corporate network or as an outsourcing service operated and hosted in Switzerland.

The core functionalities include:

Consolidated view of statements for all the Customer's bank accounts, updating of transactions/balances with financial institutions via e-banking or direct banking agreement;

Recording and transmission of payments to financial institutions;

Retrieval of account statements (e-docs) and payments received.

The specific functionality varies depending on the service package subscription selected by the Customer.

#### **Username and password (login information)**

The first time the Customer accesses the Services, the Customer chooses a username and password (collectively "Login Information"). This ensures that only the Customer receives access to the contractually agreed Services.

Any person who uses the Login Information to obtain access to the Services is considered to have authorized access vis-à-vis CREALOGIX.

#### **Duties of care**

The Customer is required to ensure that the Customer's Login Information is kept with particular care, is kept secret, and is protected from abuse by unauthorized parties. The Customer bears any and all

risks associated with the disclosure of the Customer's Login Information. Should a third party become aware of the Login Information, CREALOGIX assumes no liability for any losses or damage arising therefrom, and the Customer is required to indemnify and hold harmless CREALOGIX in full in the event of any damage or loss. Please notify CREALOGIX immediately in order to have your account blocked if you suspect that a third party has accessed your account without authorization. You are required to support CREALOGIX in taking all permissible measures to safeguard its interests.

### Intellectual property rights

All rights and legal claims, especially copyright and intellectual property rights concerning the underlying software, are held by CREALOGIX and its suppliers. Unless expressly provided otherwise, the Customer does not receive any rights whatsoever to the software (including documentation), the developments, or the know-how of CREALOGIX. By entering into this Agreement, you are granted a limited license to use the Services in accordance with the provisions set out below.

CREALOGIX and other trademarks or trade names included in the Services or software are trademarks or registered trademarks of CREALOGIX Holding AG and/or its subsidiaries. Trademarks or trade names, product names, and logos of third parties may be the trademarks or registered trademarks of their respective owners. You are not permitted to remove or modify trademarks or trade names, product names, logos, copyright notices or other notices regarding protection under patent law or property protection, lettering, symbols, or adhesive labels on the software. These Terms of Use do not authorize you to use the names of CREALOGIX or its suppliers or sales partners or their respective trademarks or trade names.

### License

CREALOGIX grants you a personal, non-

transferable, non-exclusive right, limited in term to the term of the agreement and not subject to sublicensing, to use the software provided by us within the scope of the Services. The software must not under any circumstances be used unlawfully or for unlawful purposes. The Customer shall indemnify and hold harmless CREALOGIX with regard to any and all costs, expenditures, and liabilities incurred by CREALOGIX as a result of such unlawful use.

You are not permitted to reproduce, modify, distribute, sell, or rent any portion whatsoever of our Services or the software contained therein. Furthermore, you are not permitted to reverse-engineer this software or to attempt to extract its source code. Exceptions apply only insofar as permitted by law.

You consent to CREALOGIX checking at any time, upon reasonable prior notice, whether you are complying with these terms and conditions in your use of the Services. If such a check shows that you are not complying in full with the provisions of this Agreement in your use of the Services, you are obligated, beyond any other obligations you may incur as a result of such non-compliance, to reimburse CREALOGIX for the reasonable costs of performing such a check.

### Subcontractors

CREALOGIX is entitled to engage subcontractors to provide the Services and is responsible for the actions of such subcontractors as if they were the actions of CREALOGIX itself.

### Availability

We provide our Services at a financially reasonable level of effort and expense, and will restore Services as soon as possible at a reasonable level of effort and expense in the event of any disruption therein.

The Customer acknowledges that access to the Services may be limited or entirely unavailable during hosting platform service

and maintenance. Such service and maintenance windows will be announced on the website and scheduled for off-peak hours wherever possible.

#### Data security

Your data is important to us. We guarantee full compliance with the applicable requirements of Swiss data protection legislation.

To ensure confidentiality, availability, and integrity, personal data is protected by appropriate technical and organizational measures against unauthorized access, destruction, loss, and other related risks.

Your data will not be transmitted to foreign countries, except to a country that has guaranteed adequate data protection (Art. 6 Para. 1 Data Privacy Act).

The delimitation and isolation of the different data processing operations is guaranteed by the fact that each customer has its own database.

The Customer is responsible for ensuring that the data uploaded by it is downloaded again in sufficient time before termination or cancellation of the agreement.

CREALOGIX has no obligation to notify the Customer in this regard. In particular, CREALOGIX has no obligation to inform the Customer that the data has been deleted after the termination or cancellation of the agreement.

CREALOGIX may use the Customer's personal contact information for its own marketing purposes, but may not disclose it to third parties.

#### Security risks and protective measures

System disruptions and other transfer disruptions may result in information being delayed, corrupted, or deleted.

It is also possible that unauthorized third parties will wish to gain access to the Customer's hardware and software. As a result, the Customer is obligated to take reasonable and customary protective measures to reduce existing security risks, particularly by installing a firewall and an

anti-virus program. In addition, operating systems and browsers must be updated regularly.

#### Bank-Customer relationship

The range of CREALOGIX Services governed by these Terms and Conditions of Use is not part of the Bank's services.

The Customer acknowledges that certain obligations arise from its e-banking or direct banking agreement with the bank that can have an influence on the use of the Services. The Customer is responsible for compliance with the corresponding terms and conditions, in particular compliance with the duty of care in the use and disclosure of means of authentication.

Corporate Customers acknowledge and agree that the certificate (key-file) for direct banking is stored by CREALOGIX or an authorized third party on a server in Switzerland in the framework of CREALOGIX's outsourcing of services.

CREALOGIX assumes no liability for damages that may result in connection with the Bank's e-banking services and access rights derived from those services.

#### Limited warranty

Insofar as permissible under applicable law, CREALOGIX, its subcontractors and suppliers make no express, implied, or other warranties or representations whatsoever with regard to the Services provided by CREALOGIX, including with regard to specific features, reliability, availability, freedom from legal defects or suitability for a specific purpose. In particular, no warranty is made that the Services will function without disruptions or interruptions.

#### Disclaimer

Insofar as permissible under applicable law, CREALOGIX and its agents in the performance of its contractual obligations disclaim any and all liability for damage

and/or losses arising from the use of the Services. This applies in particular to damage and/or losses caused through ordinary negligence. In addition, except where mandated by law, CREALOGIX and its subcontractors and suppliers are under no circumstances liable for loss of or damage to data, indirect or consequential damage and/or losses, lost profit, lost business, or lost revenue, or savings not realized.

#### Term of use; termination

The agreement is formed between the Customer and CREALOGIX upon initial access to the Services, and is entered into for the contractual term selected by the Customer. A minimum term of 12 months applies.

If and insofar as the Customer wishes to renew the agreement and pays the use fee therefor to CREALOGIX before the expiration of the agreement, the agreement with CREALOGIX shall be renewed accordingly. If and insofar as the Customer does not pay any further use fee, the agreement shall expire.

Both Parties are permitted to terminate this agreement with immediate effect, without prior notice, as well as to revoke the licenses for good cause. CREALOGIX is specifically deemed to have good cause to terminate the agreement with immediate effect in the event of a violation of these Terms of Use by the Customer or if the Customer is in default of payment and has been warned thereof.

Termination of this agreement, regardless of the cause therefor, shall have the following effects in particular: (1) Access to the Services will be blocked; (2) The use fee already paid by the Customer will be forfeit, meaning that CREALOGIX is no longer required to reimburse the Customer therefor; (3) In the event of termination for good cause (but not in other cases of dissolution of the agreement), the Customer will have the opportunity to download the data uploaded by the Customer during a term of a further 90

days as from the date of dissolution of the agreement. In the case of software that has been downloaded, the Customer is entitled to retain an archive copy of the licensed material that has been prepared for non-operational purposes in order to meet statutory obligations to store information. The Customer shall ensure, and shall prove upon request by CREALOGIX, that no operational use of the licensed material is taking place any longer.

#### Final provision

Should it transpire that individual provisions or portions of this agreement are null and void or invalid, the validity of the remainder hereof shall be unaffected thereby.

#### Applicable law; place of jurisdiction

This agreement is subject to Swiss law, to the exclusion of choice-of-laws provisions (including the United Nations Convention on Contracts for the International Sale of Goods).

Insofar as legally permissible, the Parties agree that the City of Zurich is the sole place of jurisdiction.

CREALOGIX AG

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