COMPLIANCE APP

ADDITIONAL TERMS

Article 1

These terms represent the **Compliance App Additional Terms** (hereinafter: the *Additional Terms*) as per the Terms of Service and shall apply in addition to the latter in the contractual relationship between the Provider and the Client with respect to the web-based application **Compliance App** (hereinafter: the *Application*).

In the event of any conflict between these Additional Terms and the Terms of Service, the Terms of Service shall prevail unless expressly stated otherwise herein.

Where the Client uses features of a Connected Application through the Application, the Additional Terms of that Connected Application (in particular the Academy Additional Terms or the Whistleblowing Additional Terms) shall apply to such features in addition to these Additional Terms. In the event of any conflict between these Additional Terms and the Additional Terms of a Connected Application with respect to a feature of that Connected Application, the Additional Terms of the Connected Application shall prevail.

The original language of these Additional Terms is English. The Provider may make available translations of these Additional Terms. In the event of any conflict between the English version and a translation, the English version shall prevail.

Article 2

Capitalized terms not defined herein shall have the meanings assigned to them in the Terms of Service. In addition, the following terms shall have the meanings set out below:

Activation: the activation of a Policy Slot, through the consumption of Credits or as part of a Booster, by which the respective Policy is published and made available to Recipients for the Policy Slot Term; “activate” and “activated” shall be construed accordingly.

Application: the web-based software solution Compliance App, which serves as the Client’s central compliance hub and is used by the Client (i) to distribute Policies and to track their access, acknowledgement and usage (the Policy Features), and (ii) to bring together and make available to Recipients, in one place, features of Connected Applications, in particular Trainings and the Whistleblowing Channel.

Booster: has the meaning given in Article 5.5 of the Terms of Service.

Compliance Hub: an individual, Recipient-facing compliance app created and configured by the Client within the Application (displayed in the Application under “My Apps”), which may contain Policies, Trainings, a link to the Whistleblowing Channel and other content, and which the Client may structure (for example in folders), brand with its own logo and colours, publish and share with Recipients.

Connected Application: Academy, Trusty Whistleblowing and any other Application of the Provider which the Provider makes connectable to the Application from time to time. Each Connected Application is also available as a standalone Application under its own Additional Terms.

Policy Features: the features of the Application described in Article 4, which the Provider offers exclusively within the Application.

Policy Slot: a slot within the Application in which the Client may prepare one (1) Policy free of charge and which, upon Activation, allows the Client to publish and distribute that Policy to Recipients for the applicable Policy Slot Term.

Policy Slot Term: the period of validity of a Policy Slot as set out in Article 6.

Policies: collectively refers to Standard Policies and Custom Policies.

Standard Policies: template policies provided by the Provider and considered Materials under the Terms of Service.

Custom Policies: policies or other documents uploaded by the Client or created by the Client within the Application, including policies drafted using the Application's editing tools and Standard Policies modified by the Client; Custom Policies constitute Client Data under the Terms of Service.

Recipients: natural persons, typically employees and other persons designated by the Client, to whom the Client makes a Compliance Hub or individual Policies available to view, acknowledge, or otherwise interact with, whether through an account, a secure link, a QR code or other means provided in the Application. Recipients are not Users within the meaning of the Terms of Service, unless the Client grants them an Authorization to the Account.

Trainings, Training Slot, Seat and Invitee: have the meanings given to them in the Academy Additional Terms.

Whistleblowing Channel: the publicly accessible front-end website of the Client's Trusty Whistleblowing Application through which Whistleblowers submit Reports, as described in the Whistleblowing Additional Terms.

Article 3

3.1 The Application is the sole environment in which the Provider offers the Policy Features. The Policy Features are no longer offered as a standalone Application (formerly Policy App); see Article 9.

3.2 In addition, the Application acts as an aggregator. The Client may connect one or more Connected Applications to the Application so that their features, such as Trainings created in Academy or the Whistleblowing Channel, are made available to Recipients through a Compliance Hub together with Policies.

3.3 The Client is free to decide which solutions it uses through the Application. In particular, the Client may:

- use the Policy Features only;
- make Trainings available to Recipients through a Compliance Hub;
- only link its Whistleblowing Channel to a Compliance Hub; or
- use any combination of the above, whether on the basis of a Booster or of individual Policy Slots and Training Slots activated through Credits.

3.4 Academy and Trusty Whistleblowing remain separate Applications, which the Client may also use independently of the Application. Connecting a Connected Application to the Application does not merge the respective contractual relationships: each Connected Application remains subject to the Terms of Service, its own Additional Terms and its own subscription plan or Credit consumption, as applicable. The features of a Connected Application, including the creation and management of Trainings and the receipt and Case Management of Reports, are provided within and remain part of that Connected Application.

3.5 Where the Client links its Whistleblowing Channel to a Compliance Hub, the Application only provides access to the publicly accessible Whistleblowing Channel. Reports, Whistleblower inboxes and Case Management remain exclusively within Trusty Whistleblowing and are accessible only to Users authorized by the Client in accordance with the Whistleblowing Additional Terms. No Report or Report-related data is made available to Recipients, or to Users of the Application who are not authorized in Trusty Whistleblowing, by virtue of such link.

3.6 If the Client's use of a Connected Application or of any of its features ends, expires or is suspended (for example where a subscription is not renewed or a Training Slot expires), the respective features shall no longer be available through the Application. The use of the Application does not extend the term or the scope of any Connected Application or of any entitlement under it.

3.7 The Provider may add or remove Connected Applications or connectable features in accordance with Article 4.2 of the Terms of Service.

Article 4

4.1 The Client may create, configure, structure, brand and publish Compliance Hubs and make them available to Recipients through the means provided in the Application, such as accounts, secure links or QR codes, and, where available, on desktop and mobile devices, including offline access with subsequent synchronisation.

4.1a Free preparation. Without any Fee and without Activation, the Client may access the policy library, create Policy Slots, select Standard Policies or upload or draft Custom Policies, generate and edit AI-assisted summaries and translations, configure, structure and brand Compliance Hubs, and preview how Policies and Compliance Hubs will appear to Recipients.

4.1b Publication requires Activation. A Policy is made available to Recipients, including through the public front end of a Compliance Hub, secure links and QR codes, only once its Policy Slot has been activated. Until at least one Policy Slot or Training Slot has been activated, or the Client has subscribed to a Booster, the public front end of a Compliance Hub does not display any Policies or Trainings, and secure links and QR codes do not provide access to Policies or Trainings that have not been activated.

4.2 For each Policy Slot, the Client may:

- select and use a Standard Policy, as is or adapted to its needs;
- draft a policy or other document directly within the Application; or
- upload its own policy or document as a Custom Policy.

4.3 For each Policy, the Application may generate an AI-assisted structured summary (key messages) and AI-assisted translations. The Client may review, edit, and approve such summaries and translations before they are made available to Recipients together with the full Policy.

4.4 The Client may track usage of and interaction with Policies via the Application dashboard, including, where available, metrics such as access, acknowledgements, jurisdictions, and device types, and may use automated reminders for outstanding actions.

4.5 The Provider does not guarantee that AI-generated summaries or translations are complete, accurate, or legally sufficient. The Client remains solely responsible for reviewing and approving all Policies, summaries and translations prior to distribution.

4.6 The Client is solely responsible for the content it makes available through a Compliance Hub, including logos, colours and other branding elements, which constitute Client Data, and for holding the rights necessary to use them. The Client is further responsible for determining who may access a Compliance Hub. Where the Client shares a Compliance Hub or a Policy through a secure link or a QR code that does not require a login, any person in possession of such link or QR code may be able to access the respective content; the Client shall not make content available by such means if it is not intended for such access.

Article 5

5.1 Trainings made available through a Compliance Hub are created, managed and tracked in Academy and are subject to the Academy Additional Terms, including the activation of Training Slots and the consumption of Seats. A Recipient who is invited to complete a Training, including through a Compliance Hub, is an Invitee within the meaning of the Academy Additional Terms.

5.2 The completion status and other training metrics may be displayed in the Application to the extent made available by Academy.

Article 6

6.1 The publication of a Policy to Recipients requires the Activation of its Policy Slot. The preparation of Policies as described in Article 4.1a does not require Activation and is free of charge. Activation is obtained either:

- by consuming Credits in accordance with the Price Document; or
- as part of a Booster, in the number and, where applicable, the thematic scope defined for that Booster in the Price Document.

6.2 Each Policy Slot applies to one (1) individual Policy and remains active, and the Policy published, for the duration of its Policy Slot Term.

6.3 The Policy Slot Term of a Policy Slot activated through Credits is twelve (12) months from activation. At the end of each Policy Slot Term, the Policy Slot renews automatically and the Credits required for the renewal under the Price Document then in force are consumed from the Client's Account, unless the Client deactivates the Policy Slot before the renewal date.

The Application notifies the Client at least one (1) month before each renewal. If the Client's Account does not hold sufficient Credits at the renewal date, the Policy Slot expires and the respective Policy becomes inactive.

6.4 The Policy Slot Term of a Policy Slot included in a Booster corresponds to the then-current term of the Booster, and such Policy Slot is renewed together with the Booster, in accordance with Article 5.5 of the Terms of Service. If the Booster is cancelled or not renewed, the Policy Slots included in it expire at the end of the then-current Booster term, unless the Client continues the respective Policies by activating Policy Slots through Credits.

6.5 If a Policy Slot expires and is not renewed, or is deactivated by the Client:

- the Policy shall no longer be actively distributed to Recipients; and
- access to usage tracking and acknowledgements related to that Policy may be limited or disabled, as further specified in the Application.

The Policy remains available to the Client within the Application for further preparation and may be activated again at any time in accordance with this Article 6.

6.6 The number of Credits required per Policy Slot, the content of Boosters, renewal conditions, and any applicable bundles or discounts are defined exclusively in the Price Document.

Article 7

7.1 The Client retains all rights, title, and interest in and to Custom Policies, including any summaries, translations, extracts, and derivative content generated from such Custom Policies.

7.2 The Provider shall have no rights to use, distribute, reproduce, or exploit Custom Policies except to the extent necessary to operate and provide the Application to the Client and its Recipients in accordance with the Terms.

7.3 The Provider does not warrant or guarantee that:

- Standard Policies meet the legal or regulatory requirements of any particular jurisdiction; or
- any Policy, summary or translation is fit for a specific purpose.

7.4 The Provider shall have no liability for any breach, non-compliance, penalties, or legal consequences arising from the Client's use, modification, or distribution of Policies. The Client is solely responsible for ensuring that all Policies comply with applicable laws and internal requirements in the jurisdictions in which they are used.

7.5 With respect to features of Connected Applications made available through the Application, the warranties, disclaimers and limitations set out in the Additional Terms of the respective Connected Application apply. The Application does not extend the Provider's obligations or liability in respect of any Connected Application.

Article 8

8.1 The Client may use the Application under any of the following models, alone or in combination:

- Booster: the Client subscribes to a Booster, which is charged on a recurring subscription basis in accordance with Articles 5.1 and 5.5 of the Terms of Service;
- pay-as-you-go: the Client activates individual Policy Slots in the Application, and Training Slots in Academy, through the consumption of Credits in accordance with Article 5.3 of the Terms of Service; subscription-related provisions, including recurring subscription fees and indexation, do not apply to Policy Slots activated through Credits;
- Connected Applications only: the Client only makes features of Connected Applications, such as its Whistleblowing Channel, available through a Compliance Hub, in which case Fees are payable only in accordance with the terms applicable to the respective Connected Application.

8.2 No Fee is charged for access to the Application or for the preparation of Policies and Compliance Hubs as described in Article 4.1a. Fees arise only upon the Activation of Policy Slots, the subscription to a Booster, or the use of Connected Applications, as set out in the Price Document. The Application is not offered on a subscription basis as such.

8.3 All prices, Credit requirements, validity periods, renewal mechanics, and applicable conditions for Policy Slots and Boosters are defined in the Price Document published on the Provider's Web Site.

Article 9

9.1 The Application replaces the Provider's former standalone Application Policy App, whose features are now provided exclusively as the Policy Features of the Application. As of their effective date, these Additional Terms replace the Policy App Additional Terms in their entirety.

9.2 Existing Policy App Accounts are migrated to the Application. Policy Slots activated in the Policy App remain valid within the Application for their remaining Policy Slot Term and are renewed in accordance with these Additional Terms. Custom Policies, summaries, acknowledgements and usage data are carried over as Client Data.

9.3 Any reference to the "Policy App" or to the "Policy App Additional Terms" in the Terms, the Price Document, any Special Terms or any other agreement between the Provider and the Client shall be read as a reference to the Application and to these Additional Terms, respectively.

Article 10

The Provider may modify these Additional Terms in accordance with the modification clause set out in the Terms of Service. Any such modifications shall apply prospectively.