ACCEPTANCE OF THE TERMS OF SERVICE

These Terms of Service contain the terms and conditions that govern all use of each of the following web-based applications (hereinafter each application individually referred to as: the **Application**) provided by Trusty AG, Hünenberg, Switzerland and all content, services and/or products available on or through the Application:

1. Trusty Whistleblowing;
2. Compliance App;
3. Academy;
4. QuickScreen360;
5. EUDR Passport;

The Application is offered to legal entities subject to their acceptance, without modification, of all of the:

(i) terms and conditions contained herein in these Terms of Service (which for avoidance doubt, apply to all the Applications; hereinafter: the **Terms of Service**) and

(ii) the following additional terms and policies that each apply only to particular Application you sign up to (Additional terms and policies applicable to specific Application you sign up to are listed below next to each Application; hereinafter: the **Additional Terms**)

Application	**Additional terms and policies that apply to the Application**
Whistleblowing Application	Whistleblowing Additional Terms
Compliance App	Compliance App Additional Terms
Academy	Academy Additional Terms
EUDR Passport	EUDR Passport Additional Terms
QuickScreen360	QuickScreen360 Additional Terms

and

(iii) all other operating rules, policies, guidelines and any future modifications thereof, and procedures that may be published from time to time on our web-page or made available on or through the relevant Application (collectively items listed under points (i), (ii) and (iii), the **Terms**).

By signing up to the Application and accepting the Terms, you represent and warrant that you have the legal authority to enter into these Terms on behalf of the organization or the company you are subscribing to the Application (hereinafter: the **Client**) and hence make the Terms legally binding for this Client.

If you have been invited by a Client of the Provider to respond to a request through an Application, for example to answer a questionnaire, complete a certification or provide information on a product, and your organization does not yet hold an Account, the Provider has opened an Account for your organization and you accept these Terms on its behalf when you first access that Account (see Article 3.5). Responding to requests received from other Clients is free of charge for every organization holding an Account, whether that Account was opened upon an invitation or already existed: no Subscription Fees, Credits or other Fees are payable for it. For an Account opened upon an invitation, no Fees will arise unless your organization separately and explicitly orders a paid functionality.

Further, you warrant that the Client has been duly incorporated and is in good standing, and that the Client does not access or use the Application for any of the competitive purposes excluded in Article 9.1.

Please read the Terms carefully. By signing up to, accessing, browsing and/or otherwise using the Application, you acknowledge that you have read, understood, and agree to be bound by the Terms on behalf of the Client. If you do not agree to be bound by the Terms, do not access, browse or otherwise use the Application.

Provider may, in its sole discretion, decide to suspend or terminate access to, or use of the Application to anyone who violates the Terms or any part thereof.

When signing up to the Application you are required to accept these Terms of Service and the relevant Additional Terms applicable for particular Application you are signing up to. With this the Terms will become a legally binding contract between

the Client and Provider, exclusively stipulating the rights and obligations between Provider and the Client in relation to and arising from the usage of the particular Application.

Where the Client uses the Compliance App together with Academy and/or Trusty Whistleblowing, the Additional Terms of each Application used apply. The Compliance App Additional Terms govern the Compliance App as such and the connection of other Applications to it, while the Academy Additional Terms and the Whistleblowing Additional Terms continue to govern the features of those Applications, including where such features are made available through the Compliance App.

These Terms may include Regulatory Addenda, including a Digital Operational Resilience Act (DORA) Addendum, which apply automatically based on the Client's regulatory status.

TERMS OF SERVICE

The original language of these Terms of Service is English. Provider may make available translations of the Terms. In case of conflicts between the English version and any translation, the English version shall prevail.

1. Definitions

1.1 Definitions

Capitalised terms shall, when used herein, have the meanings given to each in these Terms of Service (regardless of where in these Terms of Service the relevant term is defined). In addition, the following terms shall have the following meanings when used herein:

Account: the primary means for accessing and using the Application;

Additional Terms: provisions applicable to the Client's use of a particular Application (which, for avoidance of doubt, apply in addition to these Terms of Service for the relevant Application);

Application: any of the web-based software solutions listed in Section "ACCEPTANCE OF THE TERMS OF SERVICE" of these Terms of Service;

Authorization: the set of rights and permissions in the Application assigned to a User and, in case of Trusty Whistleblowing, the Whistleblowers;

Beta Service: a Feature or functionality of the Application that is in development or has not been released as a final product which Provider has made available to Client for testing and evaluation;

Booster: a bundle of Applications, functionalities and/or Credits offered on a recurring subscription basis, as defined in the Price Document and further set out in Article 5.5;

Client: a legal person who has entered into these Terms of Service with the Provider;

Client Data: Files and any other digital data and information, which is subjected to the Application or otherwise inserted to the System either by the Client, the User or, in case of Trusty Whistleblowing, a Whistleblower;

Compliance App: the Application serving as the Client's central compliance hub, in which the Provider's policy management features are exclusively provided and to which other Applications, such as Academy and Trusty Whistleblowing, may be connected in order to make their features available in one place, as further set out in the Compliance App Additional Terms;

Contact Email: email address of the Client provided by the latter as the Client's main contact email in relation to the Applications;

Content: any data and information available through the Application or contained within the structure of the System, articles, documents, pictures, images, audio-visual works, other informational materials and any comments;

Feature: a function or set of functions providing a particular capability within the Application as determined by the Provider;

Files: documents of any kind (images, spreadsheets, text files, etc.) that are inserted to the System by the Client, the User or, in case of Trusty Whistleblowing Application, a Whistleblower;

Guidelines: additional guidelines or rules applicable to specific Features, applications, products, or services which may be posted from time to time on Provider's Web Site or otherwise made available on or through the Application;

Materials: the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of the Application;

Provider: Trusty AG, Hünenberg, Switzerland;

Special Terms: any particulars, specifications and conditions by which the parties have agreed to deviate from these Terms of Service and/or the Additional Terms;

System: the integrated cloud computing solution for providing the Application, including applications, software, hardware, data bases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith;

Trusty: means Provider, that is Trusty AG, Hünenberg, Switzerland;

User: a natural person granted with the Authorization to use the Account on behalf of a Client (whereby the natural person may use the Account in its own name as a natural person or in the name of the company or organization for which that person performs any kind of work or service, as applicable in individual case);

Web Site: the compilation of all web documents (including images, php and html files) made available with respect to each particular Application via the https://trusty.report website or its sub domains or domains with identical names under other top domains and owned by Provider;

Whistleblower: a natural person who submitted a report and is granted Authorization for the inbox part of the Trusty Whistleblowing Application.

1.2 Regulatory Addenda – Digital Operational Resilience Act (DORA)

Where the Client qualifies as, or acts on behalf of, a financial entity subject to Regulation (EU) 2022/2554 on digital operational resilience in the financial sector ("DORA"), the Trusty DORA Addendum, as published by the Provider on its website, shall automatically apply and form an integral part of the contractual relationship between the Provider and the Client.

The Trusty DORA Addendum applies without the need for separate execution or signature and shall govern the Parties' rights and obligations with respect to ICT services within the meaning of DORA.

In the event of any conflict between these Terms of Service, the applicable Additional Terms, and the Trusty DORA Addendum, the provisions of the Trusty DORA Addendum shall prevail to the extent required to ensure compliance with DORA.

2. The Application Subscription

2.1 The Scope of the Subscription

The subscription to the particular Application under the Terms shall include:

- a non-exclusive, non-transferable, non-sub-licensable license to use the Application;
- server hosting in a high-security data centre, certified to the ISO 27001 standard;
- Web Site for the Application with the unique subdomain for the Client;
- maintenance of the Application (performing updates and patches),
- regular PEN-TESTs of the Application;
- Client support in regular working time (8X5) and 24X7 for critical errors (system failure - Complete platform unavailability or loss of core system functionality).

2.2 The Subscription Period

The Client subscribes to the Application via the Web Sites. The subscription shall last until terminated as per these Terms of Service.

3. Using the Application

3.1 Establishing an Account

The Account for the Client is established once the subscription to the Application has been completed or, for an Invited Business Partner, once the Provider opens the Account upon the invitation (Article 3.5). The number of available Account Users is defined in the respective Additional Terms.

The Client shall, according to the selected subscription plan, determine persons who shall be permitted to use the Application on the Client's behalf as the Users and the Client shall assign to each User its Authorization and permitted rights and role(s) within the Application. The Client shall have the right to cancel or change the Authorization and/or the scope of permitted rights and/or the role of each User and person to which Authorization was granted, at any time. There shall be no liability of the Provider towards the User in this respect.

Each User shall be subject to the restrictions set forth in these Terms of Service. By using the Application, each User agrees to comply with and be bound by these Terms of Service. The User's use of the Application is subject to these Terms of Service, Additional Terms for particular Application, the Privacy Policy and the Cookie Policy.

The Users will be deemed to be authorized to act on behalf of the Client when using the Account. Provider is not responsible for and shall have no liability for verifying the validity of Authorization of any User. However, Provider may, in its discretion, request additional information or proof of the person's credentials. If Provider is not certain if a User has been granted Authorization, Provider may, in its sole discretion, prevent such User from accessing the Application.

The Client and any User associated with the Account must provide true, accurate, current, and complete information about the Client (including the Contact Email), the Users, the company or organization for which or on behalf of which the User performs any kind of work, service or action within the Application, and the Account and keep it up to date.

In case of Trusty Whistleblowing, a special Whistleblower Account for accessing the inbox of the Application is generated immediately after the Whistleblower submits a report.

3.2 Logging into an Account

Usernames and passwords (hereinafter: Login Credentials) for Users are generated either by the Application or by the Client or by the User. The Client and each User are responsible for keeping confidential all Login Credentials associated with the Account.

In case of Trusty Whistleblowing, a Whistleblower is provided with Login Credentials for the Whistleblower Account immediately upon its creation; these Login Credentials are generated automatically by the Trusty Whistleblowing Application. The Whistleblower Login Credentials can be reset by a User with the relevant permission. A Whistleblower Account is terminated 1 (one) month after the respective case is closed in the Trusty Whistleblowing Application case management by the User. Notwithstanding, all related and still active Whistleblower Accounts are terminated together with the termination of the respective Client Account.

3.3 No Long-Term Repository

Provider conducts regular backups of the Application and the Client Data.

Notwithstanding the above provision, and save as otherwise provided in the applicable Additional Terms, the Account is not intended to be used by the Client as a repository for the Client Data beyond termination of these Terms.

Where the Additional Terms applicable to an Application provide that certain Client Data is kept available to the Client for a defined period, such Client Data is kept available only for as long as the Account exists and in no event beyond termination of these Terms. The Client remains solely responsible for complying with any record-keeping obligations applicable to it under applicable law.

The storage of Client Data, including the keeping available of records under the applicable Additional Terms, may be subject to Fees as set out in the Price Document. The Provider may introduce or change such Fees by amending the Price Document. Any such Fees apply prospectively only and take effect no earlier than three (3) months after the Provider has notified the Client; the Client may export its Client Data in the meantime.

3.4 Account Abuse

If Provider determines the Client's usage of the Application to be outside of the permitted or intended use as outlined in the Terms, or bandwidth usage of the Application or any Features or functionality to be significantly excessive in relation to other Users, Provider reserves the right to suspend the Client Account and any Account (or part thereof) until the Client assures Provider that it shall refrain from any such further abuse.

3.5 Requests from other Clients and Invited Business Partners

Where a Client invites a supplier or other business partner through an Application to respond to a request, such as a questionnaire or a certification in QuickScreen360 or a request for information in EUDR Passport (the "Invited Business Partner"), the Provider opens an Account for the Invited Business Partner, unless it already holds an Account, in which case the request is delivered to that existing Account. By accepting these Terms of Service and the applicable Additional Terms upon first access, the Invited Business Partner becomes a Client with respect to that Account, and these Terms of Service and the applicable Additional Terms govern its use of the Application. No separate terms of use for invited users apply.

Responding to requests received from other Clients through any Application, including providing information and uploading documents, is free of charge for every Client, irrespective of whether its Account was opened upon an invitation or already existed, and does not constitute a subscription. No Subscription Fees, Credits or other Fees are payable for it, and no Credits are consumed from the responding Client's Account. An Invited Business Partner whose Account was opened upon an invitation incurs no Fees unless it separately and explicitly orders a functionality that is subject to Fees, such as purchasing Credits or subscribing to an Application for its own purposes, in which case Article 5 applies to that order. Any other use of an Account remains subject to Article 5.

Information that a Client, including an Invited Business Partner, submits in response to a request is made available to the requesting Client, which is responsible for its further use in accordance with applicable law. The Provider is not responsible for how the requesting Client uses or shares such information. The termination of the responding Client's Account does not affect information already submitted to a requesting Client.

4. Support and Development

4.1 Technical Support

The Client shall inform Provider's technical support forthwith in writing (per email) of any Application failure of any sort. Provider shall provide reasonable technical support to the Client and its authorized Users. Provider shall respond to enquiries of support from the Client utilizing the contacts set forth below as soon as reasonably possible.

The contact e-mail for all enquiries of support is: support@trusty.report

Provider shall use commercially reasonable efforts to make the Application available at least 99% between midnight and midnight on all days, including scheduled as well as unscheduled maintenance. Scheduled maintenance is announced within the Application at least 2 (two) business days in advance and will usually take place between 21:00 and 06:00, and never in the period from 08:00 to 17:00. Unscheduled shutdowns are carried out ad hoc and communicated as early as possible in advance. The calculation of availability is made on a monthly basis and excludes circumstances of force majeure.

In case the Application's availability falls below the value in the preceding paragraph in any given month, the subscription fee shall be reduced proportionally to the off-line time. For this amount, the Provider shall issue a credit to the Client after the Application is available again. The credit shall be offset with the subscription fee for the following year. If the subscription will not be renewed, the Provider shall pay the specified amount to the Client no later than 30 (thirty) days after the termination of the Terms.

4.2 Modifications to the Application

Provider reserves the right to modify the Application or any part or element thereof from time to time without prior notice, including, without limitation:

- rebranding the Application at its sole discretion;
- ceasing providing or discontinuing the development of the Application or part or element thereof or any service tier, plan or version thereof (including free or trial versions) temporarily or permanently;
- taking such action as is necessary to preserve Provider's rights upon any use of the Application that may be reasonably interpreted as violation of Provider's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

Provider will give affected Clients at least three (3) months' prior written notice of any permanent discontinuation of the Application or of any service tier or plan thereof.

As applicable, the Client may be notified of such modifications when logging in to the Account. Modifications will be published 10 (ten) days before the effective date of such modification.

If the Client does not accept the modification, the Client shall notify Provider before the effective date of the modification, and the Terms will terminate on the effective date of the modification. The Client's continued use of the Application, or any part or element thereof, after the effective date of a modification shall indicate its consent to the modifications. Provider shall not be liable to the Client, the Users or to any third person for any modification, suspension or discontinuance of the Application, or any part or element thereof.

4.3 Additional Features

Provider may from time to time make additional Features available through the Application, which may be subject to Additional Terms for particular Features. The Client's use of any such Feature is subject to its acceptance of Additional Terms for particular Features presented within the relevant Feature or these Terms of Service.

4.4 Beta Services

Provider may offer certain Features of functionality for the purpose of testing and evaluation ("**Beta Service**" or "**Beta Services**"). The Provider reserves the right to discontinue fully or partially, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to the Client. The Client agrees that the Provider will not be liable to the Client, User(s) or to any third party for any harm related to, arising out of the Client's and/or User's use of the Beta Services, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

4.5 Additional Services

In addition to the Technical Support provided under Article 4.1, the Provider may, upon the Client's request, provide additional services related to the set-up, customisation, development, or subject-matter support of an Application ("Additional Services"), including without limitation: (i) set-up support for an Application, including configuration of related interfaces (e.g. REST API, SMTP) and user training; (ii) developer services for customisations and upgrades to an Application; (iii) solution architect or project lead services; (iv) subject-matter expert services, including conducting reviews and completing questionnaires on IT security, privacy, data protection and similar topics requested by the Client in relation to an Application; and (v) manual service requests related to the lifecycle of the Client's Account carried out outside the standard automated process, including without limitation expedited account termination and recovery of a deleted Account prior to its permanent deletion from backup.

Additional Services are provided solely upon the Client's request and are subject to the Provider's prior written approval of the scope of work. The specific types, scope and applicable fees for Additional Services are set out in the Price Document. Fees for Additional Services are governed by Article 5.4.

4.6 Transition from Policy App to Compliance App

The Provider's former standalone Application Policy App has been integrated into the Compliance App and is no longer offered as a standalone Application. Its policy management features are available exclusively within the Compliance App. This integration constitutes a modification of the Application within the meaning of Article 4.2 (rebranding and restructuring) and not a permanent discontinuation of those features.

Any reference to the "Policy App" or to the "Policy App Additional Terms" in these 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 Compliance App and to the Compliance App Additional Terms, respectively. Policy Slots activated in the Policy App remain valid within the Compliance App for their remaining term, as further set out in the Compliance App Additional Terms.

5. The Fees and Pricing Models

The prices and fees applicable to the Application, including Subscription Fees, Credits, and fees for Additional Services (together, the "Fees"), are set out in a separate document (the "Price Document"), published by the Provider at https://trusty.report/documents/. The Provider may amend the Price Document at any time. Unless expressly stated otherwise in the Price Document, the applicable Additional Terms, or elsewhere in this Article 5, the following general provisions apply to all Fees payable by the Client to the Provider under this Article 5. Different Fees may apply only if explicitly

agreed between the Provider and the Client, in which case such individually agreed Fees shall prevail over the Price Document (e.g. by the Provider granting the Client a discount, coupon, or custom pricing).

No Fees are payable by any Client, including an Invited Business Partner, for responding to requests received from other Clients (Article 3.5).

Prices for the Fees set out in the Price Document are net prices and are exclusive of value-added tax and other taxes, duties and levies which may be chargeable in connection with the price. Those amounts (if applicable) will be charged separately and shall be paid by the Client to the Provider in addition to the applicable price.

Where payment of the Fees is made by bank transfer against invoice, the invoice shall be due and payable within 14 (fourteen) days of the invoice date.

5.1 Subscription Fees

Unless explicitly stated otherwise in the applicable Additional Terms, this Article 5.1 applies only to Applications offered on a recurring subscription basis and to Boosters (Article 5.5).

The Client who signs up to the Application is obliged to pay to the Provider the Subscription Fee(s) for the relevant Application.

The applicable Subscription Fee(s) for the Application payable by the Client to the Provider shall be the annual subscription fee(s) set out in the Price Document valid at the date of signing up to the Application by the Client.

The Subscription Fee(s) shall be charged recurringly in advance for 12 (twelve) months, unless expressly provided otherwise in the Price Document.

The relevant Subscription Fee(s) in the Price Document are in EUR. Payments are conducted and processed through the third-party payment platform (e.g. Stripe, Inc. and similar) and are subject to the Client's acceptance of the latter's terms and conditions. Payments may be made with a credit card or via bank transfer. If the Client wishes to make the payment in a currency other than in EUR, this shall only be possible if the third-party payment platform allows for such a payment and subject to the terms and conditions of such a third-party payment platform. The Provider shall have no liabilities and responsibilities in this regard.

The Subscription Fee(s) are subject to indexation as per the European Union Consumer Price Index ("CPI Index") as published by EUROSTAT and shall be increased annually, each January. The Subscription Fee applicable and payable in the previous calendar year shall be increased according to the same ratio as the CPI Index. The CPI Index for the previous calendar year shall be used as the basis for calculating the increase. The increase shall be made by multiplying the Subscription Fee by the percentage increase in the CPI Index for the previous calendar year. The increased Subscription Fee shall be effective as from January 1 of each calendar year. The Provider will inform the Client on the calculation of the increased Subscription Fee due to Indexation payable to the Provider no later than by the end of each January by posting the information notice into the Application.

The Provider may from time to time introduce new subscription plans or tiers for an Application, or amend the prices, features, or other conditions applicable to an existing subscription plan or tier, by updating the Price Document.

Where the Provider introduces a new subscription plan or tier, the Client's existing subscription plan or tier shall remain unaffected and continue to apply on its then-current terms, unless the Provider discontinues that plan or tier pursuant to Article 4.2, in which case the Provider shall offer the Client the option to migrate to a new or successor plan or tier.

Where the Provider increases the price of the Client's existing subscription plan or tier, such increased price shall apply as from the Client's next renewal term following the date on which the price change is published in the Price Document, and shall not affect the Subscription Fee(s) payable for the then-current term. This paragraph is without prejudice to the indexation set out in this Article 5.1.

No Subscription Fees shall be reimbursed to the Client by the Provider in case of the Client's termination for convenience as per Article 16.1 of these Terms of Service.

In case of the Client's delay with the payment of the Subscription Fee, the Provider shall lock the Client's Account for the respective Application and notify the Client of the breach, which notice shall constitute the notice referred to in Article 16.2. If the Subscription Fee remains unpaid upon the lapse of 14 (fourteen) days after such notice, the Terms shall be deemed

terminated for breach in accordance with Article 16.2; the subscription shall be cancelled with immediate effect and the outstanding invoice shall be voided. The Account shall thereafter be dealt with in accordance with Article 16.3.

5.2 Free Trial and Free Plans

The Provider may make available a free trial or free plan of an Application. In such cases, the Client can test or use the Application free of charge for the time period defined by the Provider, counting as of the opening of the Account ("free trial period"). The use of the Application within the free trial period or free plan is subject to the Terms.

The Provider may discontinue or terminate any free trial or free plan at any time with a three (3) month prior written notice. Following such termination, the Client will have the option to migrate to a paid plan or export its Client Data in accordance with Article 16.3.

Clients with free or trial accounts shall not be entitled to any compensation, refund, or damages as a result of the discontinuation or termination of such accounts.

If the Client does not migrate or request export of its Client Data, the Account will be locked and deleted after the periods defined in Article 16.3.

5.3 Credits and Usage-Based Fees

Certain Applications or functionalities are offered on a usage-based model and require the purchase and consumption of prepaid credits ("Credits") rather than a recurring subscription. The applicable credit requirements, prices, bundles, and conditions are defined in the Price Document and the relevant Additional Terms of the respective Application.

The number of Credits required to use a given service or functionality (e.g. the number of Credits per screening) is determined by the Price Document or the applicable Additional Terms in effect at the time the Client uses or requests that service or functionality, and not at the time the Client purchased the underlying Credits. The Provider may change the Credit cost of a service or functionality prospectively at any time; such a change does not affect the price already paid for Credits purchased before the change, but may affect the quantity of services obtainable from any Credits that remain unused at the time of the change.

Where payment is made by credit card or other instant electronic payment methods, Credits shall be allocated upon successful payment confirmation. Where payment is made by bank transfer against invoice, Credits shall be allocated only after the corresponding payment has been received and credited to the Provider's bank account, irrespective of the invoice due date. The Provider is under no obligation to allocate Credits, grant access to credit-based functionalities, or enable usage of credit-based services prior to receipt of payment.

By way of exception to the foregoing, the Provider may make available within the Application an expedited top-up option under which Credits are allocated to the Client's Account immediately upon purchase, subject to payment of an additional fee as displayed and explained within the Application at the time of purchase.

Credits may be used across multiple Applications of the Provider that support credit-based usage subject to the applicable Additional Terms governing the respective Application or functionality.

The use of Credits may enable one-time services or time-limited services. Where Credits enable time-limited or recurring services, such services may automatically expire or require the consumption of additional Credits after the applicable period, as further specified in the relevant Additional Terms.

Unless expressly stated otherwise in the Price Document or the applicable Additional Terms, Credits are valid for a maximum period of three (3) years from the date of allocation to the Client's Account. Any unused Credits shall automatically expire upon the lapse of this validity period without compensation or refund.

Credits are prepaid, non-transferable, and non-refundable, except as expressly provided in these Terms.

For the avoidance of doubt, this Article 5 applies to Credits solely with respect to pricing display, taxes, invoicing mechanics, payment methods, and enforcement measures in case of non-payment. Subscription-related provisions, including recurring billing, advance charging periods, and indexation, do not apply to Credits unless expressly stated otherwise.

Credits do not constitute a subscription, even if the use of certain services enabled by Credits results in recurring or periodic charges (e.g. annual monitoring), which shall always be based on additional Credit consumption as defined in the applicable Additional Terms.

Upon termination of the Terms for convenience pursuant to Article 16.1, or for the Client's breach pursuant to Article 16.2, any unused Credits shall expire without refund.

Upon termination of the Terms by the Client for a material breach by the Provider pursuant to Article 16.2, the Client shall be entitled to a pro rata refund of unused Credits only to the extent that:

- the breach directly and materially prevented the Client from using the Credits; and
- the Credits had not expired at the time of termination.

Any such refund shall be limited to the net purchase price paid for the unused Credits and shall constitute the Client's sole and exclusive remedy with respect to such Credits.

5.4 Fees for Additional Services

Additional Services rendered pursuant to Article 4.5 are charged separately from the Subscription Fees and Credits, per request of the Client, at the one-time price or hourly rate set out in the Price Document.

Where Additional Services are charged on a time-spent basis, the minimum billing unit is 30 (thirty) minutes, and work shall commence only after the Client has given its written approval of the estimated scope and cost.

Fees for Additional Services are subject to the general tax treatment and invoice payment terms set out at the beginning of this Article 5.

5.5 Boosters

The Provider may offer bundles which combine several Applications, functionalities and/or Credits into a single offer charged on a recurring subscription basis (each a "Booster"), for example Policy Slots in the Compliance App, Training Slots in Academy, a Trusty Whistleblowing plan and Credits, curated around a specific compliance topic or regulatory framework. The content, scope and price of each Booster are defined in the Price Document.

Booster fees are Subscription Fees and are subject to Article 5.1, including charging in advance, indexation, price changes and the consequences of late payment. Each Application or functionality included in a Booster is otherwise governed by these Terms of Service and the Additional Terms of the respective Application.

Unless otherwise stated in the Price Document, entitlements included in a Booster, such as Policy Slots and Training Slots, are valid for the then-current Booster term and are renewed together with the Booster, notwithstanding any validity period set out in the applicable Additional Terms for entitlements activated through Credits. If the Booster is cancelled or not renewed, such entitlements, including any Trusty Whistleblowing plan included in the Booster, expire at the end of the then-current Booster term, unless the Client continues them by consuming Credits or by subscribing to the respective Application in accordance with the applicable Additional Terms and the Price Document.

Credits included in a Booster are subject to Article 5.3 and, unless otherwise stated in the Price Document, are granted on first sign-up only. Entitlements included in a Booster cannot be exchanged for Credits or cash.

6. Client Data

6.1 Client's Responsibility

The Client is responsible for ensuring that:

- the Client and any of the Users associated with the Account do not create, transmit, display or make otherwise available any Client Data that is harmful (for example viruses, worms, malware and other destructive codes) or otherwise unlawful; and
- the Client and all of the Users associated with the Account have the necessary rights to use Client Data, including to insert it into the Application and process it by means of the Account.

All information contained in Client Data is the sole responsibility of the person from whom such Client Data originated. The Client is entirely responsible for all Client Data that is uploaded, posted, transmitted, or otherwise made available through the Application.

6.2 Protection of Client Data

Provider shall treat and use all Client Data as confidential and solely for the purposes for which it was provided. It shall treat it in the same way as its own business secrets. This shall not apply to business or other information that:

1. is or becomes generally available from public sources or in the public domain other than as a direct or indirect result of any breach of these Terms;
2. is received at any time from any third party without nondisclosure obligation to the Client;
3. is shown to have been developed independently by the Provider or on its behalf without reliance on the Client's confidential information or to have been known to the Provider prior to its disclosure by the Client.

The Provider shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Client Data by Provider personnel except (a) to provide the Application and prevent or address service or technical problems, (b) as compelled by law (Compelled Disclosure), or (c) as the Client or User expressly permit in writing.

Provider may disclose Client Data when compelled by law to do so (Compelled Disclosure). In such instance, Provider will use commercially reasonable efforts to provide Client with prior notice of the compelled disclosure (to the extent legally permitted) and Client shall provide reasonable assistance, at its cost, if Client wishes to contest the disclosure. If Provider is compelled by law to disclose Client Data as part of a civil proceeding to which Provider is a party, and Client is not contesting the disclosure, the Client will reimburse Provider for its reasonable cost of compiling and providing secure access to that Client Data.

Provider shall be allowed to access, process and use Client Data (including, but not limited to personal data) and other information in the Application exclusively for operation and maintenance of the Application, its webpages and database. The Provider shall engage in actual processing of Client Data only persons who have committed themselves to confidentiality of data in their contracts with the Provider. The Provider shall at all times adhere to the principles of confidentiality and data minimisation when accessing and/or using Client Data in the Application.

7. Data Processing and AI Integration and Usage

7.1 For the purposes of Article 28 of Regulation (EU) 2016/679 and its equivalent provisions under the UK GDPR, the Data Processing Agreement available at https://trusty.report/documents/ is hereby incorporated into these Terms and constitutes the data processing contract between the Client as the data controller and Provider as the data processor. The Client hereby instructs Provider to process the data as described in the Data Processing Agreement and these Terms of Service.

7.2 For the purposes of the California Consumer Privacy Act and the California Privacy Rights Act and other privacy laws in the USA as they may apply, the Service Provider Contract available at https://trusty.report/documents/ is hereby incorporated into these Terms of Service and constitutes the data processing contract between the Client as the business and Provider as the service provider. The Client hereby instructs Provider to process the data as described in the Service Provider Contract and these Terms of Service.

7.3 Some Applications are using artificial intelligence. Details regarding the usage of artificial intelligence, the models used, their application and data handling practices are provided in the document **Trusty Compliance Platform AI Integration & Usage** available at https://trusty.report/documents/. Provider shall keep the document regularly updated with any changes regarding the usage of the AI.

8. Privacy

Provider's Privacy Policy at https://trusty.report/documents/ is hereby incorporated into these Terms of Service by reference. The Privacy Policy governs Provider's collection, use, and disclosure of the Client's information and does not apply to the usage of the Application.

9. Restrictions

9.1 Prohibited Activities

Client and the Users may use the Application and any part or element thereof only in the scope, with the means and for purposes as identified in the Terms and applicable law. By way of example, neither the Client nor any User may:

- use the Application or any part or element thereof to commit a crime, breach any applicable law or entice or invite others to carry out such illegal actions;
- copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile the Application or any part or element thereof, or attempt to extract the source code thereof, unless (i) it is expressly allowed under applicable law, and (ii) to the extent that Provider is not permitted by that applicable law to exclude or limit the foregoing rights;
- endanger, interfere, compromise, or circumvent the privacy, use and/or security of the Application, including, without limitation, submit data or content that may contain viruses or other harmful components;
- access or use the Application, the System or any part or element thereof, including any information obtained through them, for competitive purposes, in particular to gain knowledge of the Application or the Provider's platform in order to build, benchmark or improve a competing product or service, or to monitor the availability, performance or functionality of the Application for such purposes;
- use the Application or any part or element thereof unless it has agreed to these Terms of Service and Additional Terms.

9.2 Provider's Consent

The Client or any User may not, without Provider's prior written consent:

- sell, resell, lease, license, sublicense the Application in whole or in part to any third persons;
- use the Application or any part or element thereof in a scope, with means or for purposes other than those for which their functionality was created.

10. Intellectual Property Rights

10.1 Provider's Intellectual Property Rights in the Application

The Application, Materials, Provider's trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by Provider and its third party vendors and hosting partners. Materials are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Provider, its affiliates and licensors retain all right, title and interest in the Application, Materials, Trusty trade names and trademarks, and any parts and elements and modifications thereof. The use of the Application and Materials, and any parts or elements thereof does not grant the Client any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of the Materials is strictly prohibited unless a prior written permission from Provider or the otherwise applicable rights holder has been obtained. Provider reserves all rights to the Application, Materials and its trade names and trademarks not expressly granted in the Terms.

10.2 System Activity Data

The Client grants Provider the right to use and analyse aggregate system activity data associated with use of the Application by the Client, its Users and, in case of Trusty Whistleblowing Application, the Whistleblowers for the purposes of optimizing, improving or enhancing the way the Application operates, and to create new Features and functionality in connection with the Application in the sole discretion of Provider.

10.3 Feedback

If the Client or a User provides Provider with any comments, bug reports, feedback, or modifications for the Application ("**Feedback**"), Provider shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Application.

The Client or User (as applicable) hereby grants Provider a perpetual, irrevocable, nonexclusive, worldwide in scope, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use the Feedback for any purpose.

10.4 Permitted Use of Templates and Sample Content

Notwithstanding Article 10.1, the Provider grants the Client a limited, non-exclusive, non-transferable, non-sublicensable licence to download, copy, modify, adapt, and reuse template materials, sample policies, sample trainings, questionnaires, and other standard content made available within the Applications (the "Template Content"), solely for the Client's internal business and compliance purposes and solely in connection with the use of the Applications.

Any Template Content modified, adapted, or supplemented by the Client and re-uploaded or created within an Application shall be treated as Client Data or Custom Content, as applicable, under these Terms.

The Client may not sell, license, sublicense, distribute, publish, or otherwise commercially exploit Template Content or any derivatives thereof as standalone products or services, or make them available to third parties outside the scope of the Client's internal use of the Applications.

11. Third-Party Products and Services

The Application may include third-party products and services ("**Third-Party Products**"). Unless otherwise specifically and explicitly indicated, Provider does not endorse any such Third-Party Products or the information, material, products, or services contained on or accessible through the Third-Party Products. Furthermore, Provider makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through the Third-Party Products. Access and use of the Third-Party Products, including the information, material, products, and services, is solely at the Client's own risk and Provider's liability in this regard is fully excluded.

12. Disclaimers; No Warranty

Unless otherwise expressly stated by Provider, the Application, Material and any Content or Features made available in conjunction with or through the Application are provided "as is" and "as available" without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Provider and its affiliates disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement of proprietary rights, correctness, accuracy, and reliability.

Unless otherwise expressly stated by Provider, Provider and its affiliates do not warrant that the Application and any Content, Client Data or Features made available in conjunction with or through the Application will be uninterrupted or error-free, that defects will be corrected, or that the Application and any Content, Client Data or Features made available in conjunction with or through the Application or the server that makes them available are free of viruses or other harmful components.

Unless otherwise expressly stated by Provider, Provider and its affiliates do not warrant or make any representations regarding the use or the results of the use of the Application, Material or any linked sites, in terms of correctness, accuracy, reliability, or otherwise.

13. Indemnification

The Client agrees to defend, indemnify and hold Provider and its affiliates harmless, and their respective directors, officers, employees, contractors and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of the Client's and User's use or misuse of the Application, Materials, representations made to Provider, its affiliates and/or third parties, violation of the Terms, violation of the rights of any other person or entity, including, but not limited to Whistleblowers, or any breach of the foregoing representations, warranties, and covenants. Provider reserves the right, at its own expense, to assume the exclusive defence and control of any matter for which the Client is required to indemnify Provider, and the Client agrees to cooperate with such defence of these claims at its own expense.

14. Liability

14.1 Exclusion of Liability

Provider shall not be liable to the Client and/or User for any consequences resulting from:

- any modifications in the Terms, the Application, Material, or any part or element thereof (including, but not limited to the Account), including any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the Application or Material;
- deletion of, corruption of, or failure to store any Client Data;
- use of Client Data by the Client or any of the Users associated with the Account;
- any disclosure, loss or unauthorized use of the Login Credentials;
- the Client's and/or User's use of the Account or the Application by means of browsers other than those accepted or supported by the Provider;
- the application of any remedies against the Client or authorized Users by the Provider, for example if the Client and/or User has committed a crime or conducted a breach of applicable law by using the Application or any part or element thereof;
- the differences between technologies and platforms used for access, for example if certain Features, functions, parts or elements of the Application are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet;
- the Provider's application of the remedies described in the Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

In addition, Provider and its affiliates shall not be liable to the Client for any claim by any User, Whistleblower or third persons against the Client arising out of the Client's failure to:

- provide Provider with accurate information about the Client, Users or Account;
- notify Provider of any reasons due to which a User does not have the right to use the Account on behalf of the Client;
- process any report provided by a Whistleblower, or any data, files or documents provided by the User
- ensure the lawfulness of the Client Data;
- obtain the necessary rights to use the Client Data; or
- abide by any of the restrictions described in the Terms.

14.2 Limitation of Liability

In no event shall the aggregate liability of Provider and its affiliates arising out of or related to the Terms exceed the amount of 30.000 EUR. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability.

14.3 Exclusion of Consequential and Related Damages

In no event will either party or its affiliates have any liability arising out of or related to these terms for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its affiliates have been advised of the possibility of such damages or if a party's or its affiliates' remedy otherwise fails of its essential purpose.

15. Modifications of the Terms

The Provider reserves the right, at its reasonable discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on https://trusty.report/documents/ and through the Application.

Clients already subscribed to any Application will be notified of such changes through the Application, and the amended Terms shall become effective ten (10) days after their posting in the Application.

Continued use of the Application after the amended Terms have become effective constitutes the Client's acceptance of such changes.

Changes to the Terms shall not retroactively affect Subscription Fees already paid or Credits already purchased and allocated to the Client's Account, unless such changes are required by mandatory law or are to the Client's benefit.

16. Termination of the Terms

16.1 For Convenience

Where the Client uses an Application on a subscription basis (including as part of a Booster), the Client may cancel the relevant subscription at any time using the cancellation functionality available within the Application. Such cancellation shall take effect at the end of the then-current Subscription Fee term (i.e. the subscription shall not renew), and the Client shall retain full access to the Application until the end of that term. Upon the lapse of the then-current term without renewal, the Account shall be dealt with in accordance with Article 16.3.

Alternatively, the Client may request immediate termination of the subscription and immediate deletion of the Account (including any associated subdomain) prior to the end of the then-current term, against payment of the Manual Service Request fee set out in the Price Document; in such case, the Account shall be dealt with in accordance with Article 16.3 without awaiting the lapse of the then-current term.

Where the Client does not hold an active subscription for an Application (including where the Client uses Credits for a credit-based Application or functionality without an active subscription), the Client may request termination of the Account for that Application at any time using the functionality available within the Application. Upon such request, the Account shall be dealt with in accordance with Article 16.3.

Provider may terminate the Terms with a written notice upon decision to end providing the Application or any of its versions used by the Client, with a 3 (three) month notice period, upon the lapse of which the Account shall be dealt with in accordance with Article 16.3.

16.2 For Breach

The Terms may be terminated for breach upon written notice:

- by either party in case of breach of the Terms (including any Additional Terms and/or Additional Terms for particular Features) by the other party, if the breach has not been remedied within 14 (fourteen) days of receipt of a notice from the non-breaching party; or
- immediately by either party if the other party breaches its obligations, as applicable under sections Intellectual Property Rights, Indemnification, or Restrictions of these Terms.

16.3 Effect of Termination

Upon termination of the Terms, the Provider shall lock the Account, if not already locked, and retain it in a locked state for 30 (thirty) calendar days (the “Retention Period”).

During the Retention Period, the Client’s access to the Application shall be limited to (i) the export functionality, for the export of Client Data, and (ii) the account management functionalities. The Provider shall have no obligation to return or export Client Data on behalf of the Client or any User. The Provider shall permanently delete the Account, including the Client Data, from its production environment upon the lapse of the Retention Period. Following its deletion from the production environment, the Account and the Client Data shall be permanently deleted from the Provider’s backups in the ordinary course of the Provider’s regular backup rotation cycle; the Provider does not warrant or guarantee a specific date on which such deletion from backups will occur. The same applies to Client Data that the Provider keeps available during the term of the Terms under the applicable Additional Terms; the Provider has no obligation to retain such Client Data beyond the Retention Period, and the Client is solely responsible for retaining it for any period required by applicable law.

Where the Account has been deleted from the production environment but has not yet been deleted from the Provider’s backups, the Client may request restoration of the Account. The Provider shall confirm within a reasonable time whether such restoration is technically possible. If the Provider confirms that restoration is possible, the Provider shall issue an invoice for (i) the Manual Service Request fee set out in the Price Document, and (ii) any Fees due for the Account to be restored to active use (including, as applicable, a new subscription or Credit purchase); the Account shall remain locked until the Provider has received full payment of such invoice, upon which the Provider shall unlock the Account.

Upon termination of the Terms, the Client is obliged to:

- stop using and prevent any further usage of the Application by any User;
- discharge any liability incurred by the Client under the Terms prior to their termination;
- export any Client Data it wishes to retain or is required by applicable law to retain, including any records kept available under the applicable Additional Terms, in accordance with this Article 16.3 prior to the Account’s permanent deletion from the production environment.

Intellectual Property Rights, Indemnification, Liability, Governing Law and Jurisdiction provisions shall survive termination of the Terms.

17. Governing Law and Jurisdiction

The parties expressly and irrevocably agree that these Terms and the Additional Terms and other policies connected to the Applications shall be governed by and construed in accordance with substantive laws of Switzerland excluding any conflict of law provisions (in particular but not limited to the Swiss Federal Statute on Private International Law (IPRG)) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Each party irrevocably agrees that any legal action, suit, or proceeding in any way arising out of or in connection with the Terms and/or Application shall be submitted to the exclusive jurisdiction of the courts of the city of Zug, Switzerland.

Use of the Application is not authorized and permitted in any jurisdiction that does not give effect to all provisions of the Terms, including without limitation, this section of these Terms of Service.

18. Final Provisions

18.1 Relationship between the Parties

18.1.1 No Agency

The parties will act solely as independent contractors. The Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between the Client and Provider, and the Client shall not represent to the contrary, whether expressly, by implication, appearance or otherwise. These Terms are not for the benefit of any third parties.

18.1.2 Anti-Corruption Clause

Provider hereby undertakes that itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the acceptance of the Terms by the Client and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

18.1.3 Reference

Provider may publicly name the Client as a customer of Provider and subscriber to the Application. For this sole purpose, Provider may use, during the validity of the Terms between the parties, the Client’s name and/or logo on Provider's website or on other marketing collateral where Provider usually lists its customers, without obtaining a separate prior written approval from the Client. Provider may also refer to the Client in social media posts and in its other public communications. Such references may only indicate that the Client is a customer of Provider and that it is using the Application. The same applies for the Client and its right to list Provider’s name and/or logo on the Client’s website or other marketing materials. Each party may request for its name/logo be removed from the web site of the other party and from any further marketing materials.

Provider may request the Client to submit a review of the Application on https://www.g2.com/ (or a comparable platform) during the subscription period.

This Article 18.1.3 applies to an Invited Business Partner only once it purchases Credits or subscribes to an Application. As long as it uses its Account solely to respond to requests received from other Clients, the Provider shall not publicly name it as a customer or request a review from it.

18.2 Severability

If any provision of the Terms is determined or held to be illegal, invalid, unenforceable or void by any competent arbitral tribunal, court, or governmental or administrative authority, such provision shall be replaced by a valid, legal and enforceable provision that achieves, as nearly as possible, the original intention. The unaffected provisions of these Terms shall remain in full force and effect.

18.3 Entire Agreement

The Terms are the entire agreement between the Client and Provider regarding the Client's subscription to the Application and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

18.4 Assignment

Provider is entitled to transfer rights and obligations under the Terms in whole or in part to third parties due to changes relating to its corporate structure and/or strategy. The Client shall approve and accept such a transfer in form and substance as required by the applicable law.

18.5 No Waiver

Unless otherwise provided in the Terms, failure of either party to exercise or enforce any provision of or any of its rights under these Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.

18.6 Notices

Except as otherwise specified in the Terms, all notices related to these Terms will be in writing and in English and shall be delivered to the other party electronically. Any notices to the Client shall be delivered to its Contact Email; any notices to Provider shall be delivered to support@trusty.report