General Terms & Conditions of ZATAP Phygital Studio

1 Scope

These General Terms and Conditions ("**Terms**") apply to the access to, and the use of a digital platform ("**Platform**") and related services (together the "**Services**") available on https://phygital.zatap.io/ which provides a software solution that supports you ("**Customer**") in creating personalised digital customer experiences for Customer's clients ("**End-User**").

Services are provided by **collectID AG**, Neumarkt 11, 8400 Winterthur, Switzerland ("**collectID**").

To access or use the Services, the Customer have to agree to these Terms. If the Customer does not agree to these Terms, the Customer may not use or access the Services. The Terms are considered to have been accepted by the Customer once connected to the Services.

These Terms, together with the Order Form and all other referenced documents, form a legally binding agreement ("**Agreement**") between collectID and the Customer.

These Terms do not govern the relationship between collectID and the End-User.

2 Services

collectID is a technology service provider offering Customers a solution to connect physical products issued by different brands to the digital world. The technology creates digital twins of physical items which allow the End-Users to interact with the Customer, receive benefits and authenticate physical products.
Services are provided in their then-current version.

2.1 Access to the Services

Customer must register and create an account on the Platform ("**Account**") to access and use all or part of the Services.

Customer must provide accurate, current, and complete information during registration and keep their Account information up-to-date. Accounts registered by bots or automated methods are not authorized and will be terminated.

The Customer is responsible:

- for controlling access to their Accounts and granting access to the Accounts to their personnel;

- for training of their personnel regarding the usage of the Platform and the Services;

- for maintaining the confidentiality and security of their Account credentials and may not disclose their credentials to any third party;

- and liable for activities conducted through their personnel's Accounts and must immediately notify collectID if there is any suspicion that their credentials have been lost, stolen, or their account is otherwise compromised.

3 Rights & Obligations of collectID

collectID will provide the Customer with the Services as agreed in the Agreement.

colelctID:

- makes the Services available to the Customer and uses reasonable care and skill in the performance of the Services and in keeping the Services free from viruses and other malicious software programs;

- regularly carries out maintenance or improvements to the Services and its infrastructure, but does not guarantee that the Services will function without any interruption or disruption. The Customer acknowledges that this may result in temporary delays and interruptions from time to time. Where reasonably possible, collectID will inform the Customer about potential interruptions in advance;

- provides the Customer with reasonable support during collectID's business hours;

- may subcontract third parties for all its obligations under these Terms;

- is liable to the Customer for its subcontractors and ensures that subcontractors are bound to appropriate confidentiality and data protection obligations;

- is permitted and possibly required by law to suspend access to the Services or the Customer's Account based upon reasonable determination of the occurrence or potential for occurrence of illegal or wrongful activity, fraudulent use or attempted fraudulent activity. In case of a suspension, the Customer remains liable for all charges and fees incurred during the suspension period.

collectID constantly develops and improves the Services and may modify or either temporarily or permanently stop providing the offered Services or any part of it at its sole discretion. In case of material changes to the Services, i.e., changes significantly altering the nature and scope of the Services provided to the Customer according to the Agreement, collectID will notify Customers that are directly affected by such changes, and where reasonably possible.

If the Customer disagrees with the material change to the Services or Terms (including changes of the respective fees), the Customer may terminate the Agreement within 14 days from collectID's notice where applicable, otherwise from the publication of the respective change. Such termination is effective from the date the changes take effect or the delivery date of the termination notice if occurred after the changes took effect.

collectID reserves a right to ask the Customer to provide feedback through forms, questionnaires, and polls in order to improve their Services ("**Feedback**"). collectID may use, or not use, any such Feedback, without any obligation, whether financial or otherwise, to the Customer. The Customer assigns all rights (including but not limited to intellectual property rights), title, and interest in the Feedback to collectID and acknowledges it has no claim in relation to the Feedback.

4　Rights & Obligations of the Customer

The Customer agrees to use the Platform and the Services in compliance with the Agreement and all legal and moral obligations applicable in the territory where they are located.

The Customer is obliged to cooperate in the performance of this Agreement to the necessary extent free of charge. The Customer is obliged to provide collectID with all necessary information, documents, materials, access, data, as well as competent staff, and anything else reasonably required for the provision of Services. Furthermore, the Customer is obliged to inform collectID immediately if errors or faults occur and to support collectID in the analysis and, if necessary, in the elimination of errors and faults to the extent required.

If the provision of Services under this Agreement is delayed due to the Customer's failure to comply with their duty to cooperate or due to other circumstances for which the Customer is responsible, the Customer shall bear the disadvantages and additional costs incurred.

The Customer must immediately inform collectID of all circumstances within its sphere that might endanger or may be relevant to the providing the Services and all misuses or suspicions of misuse of the Services.

The Customer may not:

- circumvent or attempt to circumvent any security protection of the Services;
- use the Services in unlawful or fraudulent ways or for any unlawful or fraudulent purpose or effect;
- access the Services via any automated system or take any action that may impose an unreasonable load on collectID's infrastructure;
- bypass the measures that collectID may use to prevent or restrict access to or use of the Services;
- sell, sublicense, allow access or make the Services or any part of it otherwise available to third-parties.

The Customer agrees they will not, unless with collectID's prior written permission:

- try to decompile or reverse engineer the Services or any part of it, or derive the source code;

- copy, modify, distribute, reproduce, translate, disassemble or use in any other way any information, text, graphics, images, software obtained from the Services, or any other part of the Services.

The Customer must designate a responsible contact person and provide collectID with all contact details, and ensure the availability of the contact person.

If the Customer provides its own services through the Platform and the Services, the Customer is responsible for End-User's use of the Services and the Platform. collectID provides the Customer with template documents (i.e. End-User terms and conditions and privacy policy) to facilitate Customer's compliance with this obligation. Customer is not required to use the documents provided by collectID. In case the Customer does not use the documents provided by collectID to comply with tis obligation, the End-User's obligations shall be the following:

- End-User shall not circumvent or attempt to circumvent any security protection of the Services;

- End-User shall not use the Services in unlawful or fraudulent ways or for any unlawful or fraudulent purpose or effect;

- End-User shall not access the Services via any automated system or take any action that may impose an unreasonable load on the technical infrastructure of the Services or the Platform;

- End-User shall not bypass the measures that the Customer or collectID may use to prevent or restrict access to or use of the Services;

- End-User shall not sell, sublicense, allow access or make the Services or any part of it otherwise available to third-parties;

- End-User shall not try to decompile or reverse engineer the Services or any part of it, or derive the source code;

- End-User shall not copy, modify, distribute, reproduce, translate, disassemble or use in any other way any information, text, graphics, images, software obtained from the Services, or any other part of the Services;

- End-User shall not systematically retrieve (e.g. scrape) the content from the Services or the Platform outside of the intended use of the Services or the Platform for any purpose.

5 Fees & Payment

The Customer's access to the Platform and the Services may be subject to payment of certain fees, which the Customer shall pay collectID, via the indicated payment method made available by collectID. Available subscription plans, associated fees, and possible payment methods are available on the Platform or specified in a relevant Order Form. The purchase or subscription terms will be clearly communicated to the Customer at the time of purchase.

Unless otherwise agreed between the parties:

- Hardware fees are payable upon signature of the Order Form, when applicable;

- Service subscription fees are payable in monthly instalments in advance, unless parties agreed for yearly payments, in advance;

- maintenance subscription fees are payable in monthly instalments in advance, unless parties agreed for yearly payments, in advance;

All Fees are in CHF and excluding VAT and other applicable taxes.

Additional services are remunerated based on hourly rates and travel expenses according to the Agreement and its annexes. Unless otherwise agreed, these additional services are invoiced monthly.

collectID may unilaterally adjust all Fees under the Agreement once per year by written notification in accordance with increases of the Swiss Consumer Price Index.

All Fees are payable within 30 days of the date of invoice. In case of late payment, collectID is entitled to interest on late payments in the amount of 5% p.a.

Except where prohibited by law, all fees are non-refundable.

6 Term & Termination

The Agreement between the parties remains in full force and effect for the duration of 1 year, unless a different Term is defined in the Order Form, or until its termination by either party in accordance with this Agreement. At the end of each Term, the Agreement will automatically renew for subsequent periods of the same Term, if not explicitly agreed otherwise in the Order Form, unless the Agreement is terminated.

Either party may terminate the Agreement at any time with immediate effect if the other party is in material breach of the Agreement and fails to remedy this violation within 14 days after a notice. This includes in particular Customer's failure to pay on time or the start of insolvency procedures against the other party.

In all other cases, either party may terminate the Agreement at any time by notifying the other party in text form with a notice period of 60 days towards the end of each Term, unless otherwise agreed between the parties in the relevant Order Form.

Termination does not affect any rights, obligations, or liabilities of either party that have accrued before or are intended to stay effective beyond termination. Upon termination, Customer's account will be deactivated, and access will be terminated.

7 Intellectual property

Title to and ownership of all copyrights, patents, trade secrets, trademarks and brand elements, data, know-how, and all other intellectual property rights ("**Intellectual Property Rights**") and interest in the

Services or the Platform that collectID may provide to the Customer under the Agreement, and any documentation of collectID provided to the Customer remain vested absolutely in collectID. The Customer shall not acquire any interest therein except to the extent that it is granted a license hereunder.

The Customer is and shall remain the sole owner of all rights, tiles and interests in and to the Customer's Intellectual Property. Except as provided below, collectID will not use the Customer Intellectual Property in any way without the Customer's prior written consent.

collectID hereby grants to the Customer a non-exclusive, non-transferable, royalty-free license to use the Intellectual Property Rights to the Services and the Platform in connection with the activities of the Customer as defined in the respective Order Form. The Customer does not have a right to sublicense the Intellectual Property Rights to the Services or the Platform, except to a subsidiary, or with the prior written consent of collectID. The Customer shall be responsible for any such sublicensee's compliance with the terms and conditions of the Agreement.

The Customer grants collectID:

- an irrevocable right to use the Customer's Intellectual Property in connection with the performance of the Services;

- the non-revocable right to access and use the data generated by the use of the Platform and the Services for internal purposes, such as research development and the improvement of the Services. For external purposes, collectID may use such data solely in anonymized and aggregated form.

The Services may contain open-source components. Such components are subject to the respective license.

8   Liability & Indemnity

collectID is fully liable to the Customer for direct damages resulting from wilful misconduct or gross negligence. In all other cases, the liability of collectID is limited to the maximum extent permitted by law.

The Customer may not recover from collectID, regardless of the legal reason, any amount with respect to loss of profit, data, or goodwill, or any consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

If the End-User asserts claims against collectID as a result of the use of the Platform or the Services, the Customer undertakes to indemnify collectID from all claims, damage, and expenses (including court fees and legal costs).

The Customer also agrees to indemnify collectID for any damages that collectID may suffer (including any expert fees and attorneys' fees) in connection with the Customer's violation of the applicable law or these Terms.

The Customer is liable to collectID for all acts of the End-Users and Customer's corporate clients or partners, employees, agents or other contractual parties the Customer wishes to make the Services available to.

collectID will not be held liable for inaccuracy or incompleteness of the Services or the information provided by the Customer, or the incompatibility of the Services with any specific objectives that Customer is hoping to achieve.

Neither party shall be liable for any failure to perform its obligations under this Agreement (other than payment obligations) caused by circumstances beyond the parties' reasonable control (force majeure).

9 Warranties & Representations

The Customer acknowledges that the Platform and the Services are provided "as is" and "as available", and collectID makes no warranties or representations of any kind related to the Platform, the Services or the information and materials contained thereon.

The Customer represents and warrants that they are not a person or entity barred from using the Services under the laws of Switzerland, their place of residence, or any other applicable jurisdiction.

collectID does not guarantee that the Services are error-free and will function without any interruption or disruption. collectID may at its own discretion carry out maintenance or improvements to the Services and its infrastructure, and the Customer acknowledges that this may result in temporary delays and interruptions from time to time. Where reasonably possible, collectID will inform the Customer about potential interruptions in advance.

Any unavailability due to bugs, technical constraints, and other maintenance operations does not give rise to any right to any reimbursement. Neither adding, modification, or deletion of any feature of the Service gives the Customer a right to any refund.

Any further warranty is excluded.

10 Confidentiality & Privacy

collectID treats the confidential information of the Customer with adequate confidentiality standards and processes the Customer's personal information only as needed.

collectID protects the collected personal data by means of appropriate technical and organizational measures and in accordance with the data protection legislation applicable in Switzerland and the European Union.

The Customer authorizes collectID to use, process, and store relevant data for the performance of the Agreement and to use anonymized data to improve its services or for analysis purposes.

The parties will further define their duties regarding data protection in a data processing agreement, available here, and in case of discrepancies, the provisions of the data processing agreement prevail.

11 Parties' status, marketing & newsletters

The parties enter into the Agreement as independent contractors, and nothing in the Agreement is intended to create a joint venture or employment relationship between the parties. Neither party is entitled to enter into any contracts with third parties for and on behalf of the other party.

Each party is entitled to use the other party's name, logo, and a brief description of the services provided for advertising purposes on the party's website and other marketing or investment materials. Any other use requires the prior consent of the other party.

By signing up for collectID's newsletter, the Customer agrees that collectID may contact them and inform them about updates on the Services and new products from time to time. The Customer can at any time unsubscribe from the contact list by sending an email to info@zatap.io.

12 Option to purchase Hardware

The NFC tags and other hardware necessary to utilize the Services ("**Hardware**") are not included in the Services per default. Customers may opt to purchase the Hardware in addition to the Services.

Unless explicitly stated otherwise in the Order Form, the fees for the Services do not include any Hardware. Any Hardware required for the use of our Services must be purchased separately by the Customer or explicitly specified in an Order Form.

The Customer acknowledges that the Services are compatible only with Hardware purchased from collectID. Use of third-party hardware revokes the Service license provided to the Customer in this Agreement and constitutes a material breach of the Agreement.

Termination of this Agreement does not affect previously purchased Hardware by the Customer.

13 Miscellaneous

Entire Agreement: The Agreement constitutes the entire agreement between collectID and the Customer, and supersedes all prior agreements, between the parties relating to the subject matter of the Agreement.

Notices: Notices must be given in writing, including e-mail, and need to be communicated:

- **To collectID attention**: via email to: info@zatap.io
- **To Customer's attention**: via email address used for registering the Account.

No Assignment: The Customer may not assign any of its rights, obligations, or claims under the Agreement without the previous consent of collectID.

Severability: If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain in full force and effect.

Governing Law & Jurisdiction: These Terms, and all claims or causes of action that may be based upon, arise out of or relate to these Terms shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The ordinary court at the seat of collectID has exclusive jurisdiction for all disputes arising from or in connection with the Terms.

Links: The Services may contain third-party content or links to third-party websites. collectID does not assume any responsibility for and does not make any warranties or representations as to any third-party content or websites, including but not limited to the accuracy, subject matter, quality, or timeliness.