

## **TERMS OF USE OF THE WEBSITE**

### **PREAMBLE**

The present terms of use of the website (hereinafter: the “**Terms**”) govern your use of the website [www.swissborg.com](http://www.swissborg.com) (hereinafter: the “**Website**”) and the services offered on or through this latter (hereinafter: the “**Service**”). The website is owned and operated by the company SwissBorg Invest SA, CHE-198.086.882, Avenue d’Ouchy 4, 1006 Lausanne (hereinafter: the “**Company**”, “**We**” or “**Us**”). The Website is available directly on Internet at [www.swissborg.com](http://www.swissborg.com) and may also be available through other addresses or channels. This Terms only

Please note that the participation to Referendum and the sale of SwissBorg Token (hereinafter: the “**CHSB Token Sale**”) are regulated by two others terms of use available at the following address:

- Terms of Use for Token Sale: <https://swissborg.com/files/swissborg-token-sale.pdf>;
- Referendum Terms and Conditions: <https://swissborg.com/files/swissborg-referendum-terms-and-conditions.pdf>.

### **I. DEFINITION**

“**Intellectual property rights**” shall mean copyrights, patents, registered designs, design rights, database rights, trademarks, trade secrets, know-how or any other proprietary or industrial right, whether registered or unregistered;

“**Third-Party/Third-Parties**” shall mean any other natural or legal person who are not a User or a Visitor;

“**User**” shall mean a person or entity which owns CHSB Token and is therefore registered on the Website. A User is allowed to use all the Services of the Website and to participate to the Referendums;

“**Visitor**” shall mean a person or entity using the Website without having registered as a User;

### **II. GENERAL**

The Website aims to describe the Services provided by the Company. Both Visitors and Users have the possibility to discover the team, the projects and the spirit of the Company through several documents. The Website also allows the Company to promote its Services. Therefore, the contents of other websites are accessible from hyperlinks on the Website.

Both Visitors and Users have the possibility to subscribe to our newsletter and/or to contact us if needed.

### **III. TERMS**

By browsing the Website, by sign in to the Website, by log in to the Website, by subscribing to our newsletter and/or by contacting us, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with these Terms and all applicable laws and regulations. If you do not agree with these Terms, you should refrain from using the Website.

**In particular, you acknowledge that you have read and understood the clauses in these Terms relating to: Company's disclaimer of warranties; limitation of liability; the Privacy Policy; and the manner in which we may make changes to these Terms.**

Your consent is given once you tick the box in the pop-up window which appears upon your first connexion and which says "I have read the Terms of use of the Website and agree to be bound by them".

By giving your consent, you confirm that your level of English is sufficient to understand the meaning of the terms contained in the English version of the Terms as well as all the commitments, warranties, waivers and obligations contained in the English version of the Terms.

If you are browsing the Website on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.

### **IV. MODIFICATION**

The Company reserves the right to make any changes to these Terms, at its sole discretion. Your continued use of the Website after any such changes, with or without having explicitly accepted the new Terms, shall constitute your consent to such changes.

If you do not agree to such changes, you have no right to obtain information or access to the Website and must immediately cease use of it. You are responsible for verifying regularly these Terms in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website.

### **V. THE WEBSITE**

The Website is provided to you on an “as is” basis, without warranties of any kind, either expressed or implied.

The Company grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Website and its content for your personal, non-commercial use, and to display the content of the Website exclusively on your computer screen or on other devices (such as smartphones or tablets), subject to your compliance with these Terms and our policies.

All other uses are prohibited without the Company’s prior written consent. Except as otherwise agreed upon, if the Company enables the use of software, content, virtual items or other materials owned or licensed by the Company (hereinafter: the “**Software and Content**”), the Company hereby grants you a non-exclusive, non-transferable, non-sublicensable and revocable worldwide license to access and use the Software and Content solely for personal and non-commercial purposes, conditioned on your compliance with these Terms. You will not use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software and Content, except as expressly permitted by the Company or as permitted under applicable law. Any unauthorized use of the Software and Content is strictly prohibited and will terminate the license granted in these Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

If you provide us with any feedback on or comments regarding the Website, you grant the Company the right to use such feedback or comments for any purpose without restriction or payment to you.

## **VI. COMPANY’S ROLE**

The Website does not constitute and should not be seen as a recommendation or endorsement of the quality, healthiness, service level, qualification or rating of the Services contained in it. In particular, the Website is not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to use our Services by becoming a User and must not be considered as providing complete information in relation to such a decision. The Website only aims to promote the Services provided on it.

**Please note that we make no promises nor warranties whatsoever of possible gains or returns, in cash or in any other form. you can potentially lose all your contribution. The Company also does not guaranty in any way the success or full execution of its projects.**

## **VII. PRIVACY POLICY**

You agree that the Company may collect, process and use personal data about you according to the Privacy Policy available at the following address:

<https://swissborg.com/files/swissborg-privacy-policy-document.pdf>.

### **VIII. PROHIBITED ACTIONS**

You are entitled to use the Website only in conformity with the laws of your country of residence and of the country from which you access this Website. You may solely make a legal use of this website and any illegal or inappropriate use of the Website is banned. In particular, you agree to browse the Website lawfully and without any violation of these Terms or any applicable law and agree not to do any of the following actions in connection with your use of the Website:

- a. access or use the Website in any manner that could interfere with, disrupt, negatively affect or inhibit anyone from fully enjoying the Website, including, but not limited to, defamatory, harassing, threatening, bigoted, hateful, vulgar, obscene, pornographic, or otherwise offensive behavior or content;
- b. access or use the Website for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms or any other terms or policies provided in connection with the Website;
- c. intimidate or harass any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
- d. damage, disable, overburden or impair the functionality of the Website in any manner;
- e. distribute or post spam, unsolicited or bulk electronic communications, advertising, solicitations, promotional materials, chain letters, or pyramid schemes;
- f. upload, post, transmit, distribute or otherwise make available any material that contains software viruses, malwares, ransomwares or spywares or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the Visitors or of the Company;
- g. export or re-export any applications, code or tools developed by and proprietary to the Company except as in strict compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- h. use any robot, spider, crawler, scraper or other automated means or interface not provided or authorized by us to access the Website or to extract data or information from the Website;
- i. commercialize any application, code or any information or software associated with such application and/or the Website without the prior consent of the Company;

- j. upload, post, transmit, distribute, store or otherwise make publicly available on the Website any personal data of Users, of Visitors or of any Third-party without the person's prior explicit consent;
- k. harvest or otherwise collect information or data about Visitors or Users without their consent or use automated scripts to collect information from or otherwise interact with the Website;
- l. upload, post, transmit, distribute, store or otherwise make available content that, in the sole judgment of the Company, is objectionable, misleading or which restricts or inhibits any other person from using the Website, or which may expose the Company or its Visitors to any harm or liability of any type;
- m. upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense;
- n. copy, modify, distribute, sell, or lease any part of the Website;
- o. reverse engineer or attempt to extract the source code of the Website;
- p. interfere or attempt to disrupt the Website in any way;
- q. circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Website, or third parties; and
- r. infringe upon or violate the rights of the Company, the Visitors, the Users or any Third-party;
- s. facilitate or assist another person to do any of the above acts.

#### **IX. ELECTRONIC COMMUNICATIONS**

When you send emails in order to contact the Company or when you use the chat available on the Website, you are communicating with us electronically. The Company is not responsible or liable for any wrong or misspelled email address or inaccurate or wrong personal data you submit.

#### **X. INTELLECTUAL PROPERTY RIGHTS**

Intellectual property rights and all other proprietary rights in relation to the content available on the Website (including but not limited to software, mobile software, algorithms, codes, audio, video, text, animations, files, photographs designs, graphics, layouts, images, video, information and their selection and arrangement) (hereinafter: the "**Website Content**") are the exclusive property of the Company or its licensors. Our rights to the Website Content include rights to (i) the Website; and (ii) all designs, layouts, software, displayed and technical information associated with Website. All Intellectual property rights in the Website Content not expressly granted herein are reserved to the Company. All copyright and other proprietary notices shall be retained on all reproductions.

Any other use of the Website Content, including without limitation distribution, reproduction, modification, making available, communicate to the public, publicly perform, frame, download, display or

transmission, in whole or in part, without the prior written consent of the Company is strictly prohibited.

You may not derive or attempt to derive the source code of all or any portion of the software or mobile software (hereinafter: the "**Software**"), permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Software or any part thereof.

The Company and its licensors own and shall retain all Intellectual property rights and other rights in and to the Software, and any changes, modifications or corrections thereto, subject to open source software used in relation to the Website.

The Company, together with its licensors expressly reserve all Intellectual property rights in all text, programs, products, processes, technology, content, source code, object codes, layouts, and other materials, which appear on the Website. Access to the Website does not confer and shall not be considered as conferring upon anyone any license under any of our or any third party's intellectual property rights. Any use of the Website including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without prior consent of the Company.

## **XI. TRADEMARKS**

Company's names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of the Company or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Website. Access to the Website does not authorize anyone to use any name, logo or mark in any manner whatsoever.

Swissborg™ is a registered trademark and [www.swissborg.com](http://www.swissborg.com) a domain name owned and controlled by the Company. The trademark SwissBorg™ together with the other graphics, logos, layouts, designs, page headers, button icons, scripts and service names on the Website are the trademarks or trade dress of the Company (hereinafter: the "**Marks**"). You may not use the Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that the Company endorses any product or service. You may not reproduce or use the Marks without the prior written permission of the Company.

Any goodwill accruing out of the use of the Company's and the Marks, trade and business names and service marks will vest in the Company and its affiliates, as the case may be.

## **XII. RESERVATION OF RIGHTS**

The Company may block, terminate or suspend your ability to use or access the Website, in whole or in part, without notice and at all time, at the sole discretion of The Company, as well as close or interrupt the Website. The Company reserves the right to terminate your right to access and use the Website if you violate these Terms or any other terms, laws or policies referenced herein, or if you otherwise create risk or possible legal exposure for the Company.

The Company reserves the right to initiate legal proceedings against any person for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of these Terms.

## **XIII. AVAILABILITY**

The Website and content may not be available in all territories and jurisdictions, and we may restrict or prohibit use of all or a portion of the Website and content in certain territories and jurisdictions.

## **XIV. NETWORK COSTS**

You may be charged by your network provider for data services or any other third-party charges as may arise while using the Website and you accept responsibility for such charges. If you are not the bill payer, we will assume that you have received permission from the bill payer.

## **XV. DOWNTIME**

Since the Website is web-based, it might be subject to temporary downtime.

From time to time we also update or maintain the Website, which will result in the Website not being available for a certain period of time. We do not warrant that the Website operate uninterrupted or error free.

We are not responsible for any damages or losses suffered by you as a result of any failure or interruption of the Website or suspension of your access to the Website.

## **XVI. DISCLAIMERS**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR SOLE RISK. AS BETWEEN YOU AND THE COMPANY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" AND "UNDER DEVELOPMENT" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS

(EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL CONTENT AVAILABLE ON THE WEBSITE, INCLUDING THE COMPANY'S WHITEPAPER, ARE MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONTRACTUAL OR BINDING IN ANY WAY FOR THE COMPANY. YOU SHOULD NOT RELY UPON THIS CONTENT IN ANY WAY. THE COMPANY DOES NOT GIVE ANY WARRANTY IN RELATION TO THE WEBSITE, THE SOFTWARE AND CONTENT NOR WITH ANY SERVICES, INFORMATION PUBLISHED OR AVAILABLE ON THE WEBSITE, SHOULD IT BE ITS AVAILABILITY, ACCURACY OR LAWFULNESS. THE COMPANY SHALL NOT VERIFY, UPDATE OR CORRECT SUCH INFORMATION. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE WILL BE AVAILABLE AT ALL TIMES AND EXPRESSLY RESERVES THE POSSIBILITY TO DISCONTINUE THE WEBSITE WITHOUT NOTICE. IN ADDITION, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OF THE WEBSITE WILL BE SECURE, UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE, OR (B) ANY DEFECTS IN THE WEBSITE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY THE COMPANY WILL CREATE A WARRANTY. THE FOREGOING DISCLAIMER OF WARRANTIES WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE WEBSITE REMAINS SOLELY WITH YOU.

YOU AGREE THAT NEITHER THE COMPANY NOR ITS AFFILIATES IS/ARE RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY VISITOR AND/OR USER. NEITHER THE COMPANY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY VISITOR AND/OR USER.

Any warranty, condition or other term arising out of or in connection with the Website which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable in the country where you used the Website or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

If you have a dispute with one or more Visitor(s), User(s) and/or Third-part(y/ies), you agree to release the Company (including our affiliates, and each of our respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.



## **XVII. LIMITATIONS OF LIABILITY**

THESE TERMS SET OUT THE FULL EXTENT OF OUR OBLIGATIONS AND LIABILITIES WITH RESPECT TO THE WEBSITE. TO THE MAXIMUM EXTENT POSSIBLE BY LAW, THE COMPANY EXCLUDES ALL AND ANY WARRANTY, GUARANTY AND RESPONSIBILITY IN RELATION TO OR SUBSEQUENT TO THE WEBSITE AND ITS CONTENT. THE COMPANY SHALL IN PARTICULAR NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING LOSS OF INCOME OR DATA, SUFFERED BY THE VISITOR, THE USER OR ANY OTHER PERSON, BY ACT OF THE COMPANY OR OF A THIRD PARTY. THIS INCLUDES ANY MISUSE THAT WOULD BE MADE OF THE VISITOR'S AND/OR USER'S DATA, ANY VIRUS OR OTHER FORMS OF MALWARE TRANSMITTED THROUGH THE WEBSITE OR THE SERVER, AS WELL AS ANY NON-COMPLIANCE OF USERS AND/OR VISITORS WITH THESE TERMS. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR USE OR INABILITY TO USE THE WEBSITE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS OUR LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE WEBSITE EXCEED ONE HUNDRED DOLLARS (\$100). YOU AGREE THAT ANY CLAIM FILED MORE THAN ONE (1) MONTH AFTER THE DISCOVERY OF THE ALLEGED LIABILITY OF THE COMPANY SHALL BE TIME-BARRED.

## **XVIII. FORCE MAJEURE**

The Company cannot accept responsibility for any damage, loss, delay, or inconvenience caused by circumstances beyond our reasonable control. Such circumstances include but are not limited to war, threat of war, riots, civil strife, or terrorist activity, industrial disputes, natural or nuclear disasters, fire, airport closures, bad weather conditions, interruption or failure of a utility service or the acts of any local or national government.

## **XIX. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Company and its affiliates, independent contractors and service providers, and each of its respective directors, officers, employees and

agents from and against all Third-party claims, damages, costs, liabilities and expenses (including, but not limited to, court and attorneys' fees) caused by, arising out of or related to (a) your use of, or inability to use, the Website; (b) your violation of these Terms or any other applicable terms, policies, warnings, warranties, or instructions provided by the Company or a Third-party in relation to the Website; (c) your violation of any applicable law or any rights of any Third-party.

## **XX. LINKS**

The Website may contain links which direct you to Third-party websites. The Company rejects any liability on said Third-party websites, which are solely provided in the Users' and Visitors' interest. The Company has no influence on the content of Third-party websites. The Company therefore cannot assume any guarantee for the accuracy, completeness or safety of this Third-party content.

## **XXI. ENTIRE AGREEMENT & SEVERABILITY**

These Terms, the Privacy Policy available at the following address: <https://swissborg.com/files/swissborg-privacy-policy-document.pdf> and applicable policies, subject to any amendments or modifications made by the Company from time to time, shall constitute the entire agreement between you and the Company with respect to the use of the Website. If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

Please note that your participation to a Referendum and/or to the CHSB Token Sale are subject to other terms of use available at the following address:

- Terms of Use for Token Sale: <https://swissborg.com/files/swissborg-token-sale.pdf>;
- Terms of Use for Referendum:  
<https://swissborg.com/files/swissborg-referendum-terms-and-conditions.pdf> .

## **XXII. NO WAIVER**

The Company's failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

## **XXIII. ASSIGNMENT**

You may not assign any of your rights, licenses, or obligations under these Terms without the Company's prior written consent. Any such attempt at assignment by you shall be void. The Company may assign its rights, licenses, and obligations under these Terms without limitation and without prior consent.

#### **XXIV. ENGLISH VERSION**

If there is an inconsistency between any of the provisions of this English language version and a translated version of these Terms, the provisions of this English language version shall prevail. Any translated versions of the Terms or the Privacy Policy are provided only for your convenience.

#### **XXV. MODIFICATION OF THE WEBSITE**

The Company reserves the right to change, suspend, remove, discontinue or disable access to the Website or particular portions thereof, at any time and without notice. In no event will The Company be liable for the removal of or disabling of access to any portion or feature of the Website.

#### **XXVI. GOVERNING LAW AND JURISDICTION**

These Terms and your use of the Website, as well as all matters arising out or in relation to them (including non-contractual disputes or claims and their interpretation) shall be governed by the laws of Switzerland, to the exclusion of the rules on conflicts of laws. Any claim or dispute regarding these Terms or in relation to them shall (including for non-contractual disputes or claims and their interpretation) be subject to the exclusive jurisdiction of the Courts of Lausanne, Switzerland, subject to an appeal at the Swiss Federal Court.

You agree that any dispute is personal to you and the Company, and that any dispute shall only be resolved by an individual litigation and shall not be brought as a class action, or any other representative proceeding. You agree that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons.

In case of dispute, you shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.

#### **XXVII. CONTACT**

Address: SwissBorg SA, CHE198.086.882, Avenue d'Ouchy 4, 1006 Lausanne.  
Email address: [cyborg@swissborg.com](mailto:cyborg@swissborg.com)