

CARTLY Ltd

GENERAL TERMS AND CONDITIONS - NOVEMBER 2023 EDITION

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1. Preamble

The CARTLY® platform consists of a web application in the form of a website (<https://www.cartlyapp.com>) and digital business cards in HTML format (hereinafter also referred to as the "**Platform**"), operated by CARTLY Ltd (CHE-312.542.611) (hereinafter also referred to as the "**Supplier**"), headquartered at Route de Villars 23, 1700 Fribourg, Switzerland (hello@cartlyapp.com / +41 582 55 03 44).

CARTLY® offers its customers access to a Platform enabling the creation and management of digital business cards that can be exchanged via a variety of media - including an Internet link sent via SMS, WhatsApp, or by scanning a QR code, as well as many other sharing modes available on the user's device (AirDrop, social networks, messaging application, email, email signature, MS Teams, etc.) - as well as the sharing of contact information via digital business cards (hereinafter also the "**Services**"). - as well as the sharing of contact information via digital business cards (hereinafter also referred to as the "**Services**"). The Services are available in three packages: Starter account, Pro account and Business account. Details of these offers are shown on the Platform and may change at any time. The Platform enables the customer/user (hereinafter also the "**User**") to create a personal account (hereinafter also "**User Account**") enabling him/her to *upload* text, images, graphics, links, audio and/or video content, etc., (hereinafter also "**User Content**") in order to create, publish on the Internet and share his/her digital business cards. To access the Platform, the User must have a standard browser (e.g. Google Chrome, Firefox, Microsoft Edge, Safari, etc.) on a device with an Internet connection (e.g. computer, smartphone, tablet, etc.). By having a Pro or Business account, the User can, through his or her User Account, give access to the Services to other users under his or her control (hereinafter also "**Sub-Users**"). For example, a company with a Business account including 250 digital business cards can, as a User of a Business account, give access to the Services to 250 of its employees who will be its Sub-Users. Sub-Users also have a User Account to which they can *upload* User Content. In addition, any person consulting a CARTLY® digital business card (hereinafter also "**Third Party Contact**") may, by means of the "Send my Contact" button located on the digital business cards, share User Content by means of an electronic form (hereinafter also "**Contact Form**") with a User, respectively a Sub-User.

The Platform and Services are intended exclusively for people of legal **age** and capable of discernment.

Acceptance of these General Terms and Conditions (hereinafter also referred to as the "**General Terms and Conditions**") constitutes a contract (hereinafter also referred to as the "**Contract**") between the Supplier and the User, respectively the Sub-User, respectively the Third Party Contact. The use of the Platform and the online sale and use of the Services are governed exclusively by the General Terms and Conditions, the Privacy Policy and the Cookie Policy, unless a specific agreement has been concluded between the Supplier and the User. In the event of contradiction with a specific agreement, the clause provided for in the specific agreement shall prevail.

Please read the General Terms and Conditions carefully.

2. Ordering Services

Starter and Pro accounts :

For the creation of a Starter and Pro account, Services are normally ordered on the Platform. The User must create a User Account following a process at the end of which he/she is asked to select the "Subscribe" button. By selecting the "Subscribe" button on the Platform, the User makes a binding offer to the Supplier.

In doing so, **the User waives any right of withdrawal.**

Thereafter, the Supplier will confirm receipt of the offer and its contents by e-mail without delay.

This confirmation does not constitute acceptance of the offer.

The Supplier may accept the User's offer either expressly or by providing the Services without reservation.

Trial period :

When a Starter or Pro account is created, the User benefits from most of the features of a Pro account free of charge for a trial period of 30 days maximum, for one card. At the end of this trial period, the account is automatically downgraded so that the User loses the features of the Pro account, unless he/she subscribes to a Pro or Business account before the end of the trial period. If the User subscribes to a Pro or Business account before the end of the trial period, he will lose the remaining days of his trial period.

One of the features of the Pro account is the possibility of customizing the URL of digital business cards, whereas the URL of cards in a Starter account is generated automatically and cannot be customized. The User, respectively the Sub-User, is made aware of the fact that if he had personalized his card's URL and his account is downgraded after the trial period, his card's personalized URL and the QR code attached to it will no longer work and his card will only become accessible via a new automatically generated URL and a new QR code attached to it.

Business account :

To create a Business account, the User must contact the Supplier directly via the Platform, by email, post or telephone, to request the order of Services. In this case, the Supplier is free to follow up or to refer the User to the Platform to order the desired Services.

3. Order modification

With the exception of Users who have ordered a Business offer directly from the Supplier, Account Users may modify their order via the Platform.

However, **a modification of the order does not entitle the Supplier to a refund of the sums paid.**

In all cases, the User is free to formulate a request for modification via the Platform. The Supplier is free to decide whether or not to comply with the request, according to the terms and conditions of its choice.

4. Prices and payment

General :

Prices displayed on the Platform do not constitute offers and are non-binding. The Supplier reserves the right to change the price of the Services at any time.

Payment by the User for Services ordered on the Platform is made by credit card at the time the order is placed.

Another method of payment may be agreed in the event that the Services are ordered via a means other than the Platform, by direct agreement with the Supplier.

The User acknowledges and agrees that the Provider or its payment processing partner is entitled to bill the User for the Services on a recurring basis (e.g. monthly or annually) for as long as the User's subscription to the Services continues. Furthermore, the User acknowledges and agrees that his subscription to the Services will continue until he cancels it or the Provider suspends or stops providing the Services.

Late payment :

If an agreement is made between the Supplier and the User to pay the price on a monthly or

annual basis, any delay in payment will have the effect of allowing the Supplier to suspend the User's access to the Platform, respectively to his User Account, or to delete his User Account, until the Supplier has received the amount due.

Flat-rate compensation for collection costs :

A flat-rate penalty of CHF 20 is payable from the first day of late payment.

Collection costs exceeding this amount are reserved. In addition, we reserve the right to claim further damages.

The User agrees to receive invoices, formal notices and any other correspondence in electronic form (via email or the Platform) or on paper.

5. Use of the Platform and provision of Services

General information :

The Platform aims to be available at all times, on the understanding that maintenance (both planned and unplanned) may disrupt its use.

The User acknowledges that the Platform may contain defects ("bugs") and that disturbances may occur.

The existence of such defects or interruptions in the operation of the Platform do not constitute a breach of the General Terms and Conditions.

The Supplier assumes no obligation other than that of providing the Services. In particular, the User is solely responsible for obtaining and maintaining an adequate IT infrastructure and appropriate security measures.

Services are made available to the User within three working days of receipt of payment made to the Supplier.

The Provider may suspend or modify, temporarily or permanently, the Services available on the Platform or access to the Platform at any time and without notice, without this giving rise to compensation of any kind to the User, respectively the Sub-User, respectively the Third Party Contact.

Business and Pro accounts :

The Sub-User acknowledges that its right to access the Platform and use the Services is subject to the terms of a separate contract between the Provider and the User. The Sub-User's access to the Services may be revoked by the User granting access to the Services at any time, in which case the Sub-User will lose all data and User Content linked to its account without compensation.

6. Contact exchange

The Platform enables a Third-Party Contact to exchange personal information directly with a User or Sub-User via the "Send my contact" button on digital business cards. This functionality works as follows: a User or Sub-User shares his or her digital business card with a Third-Party Contact, who then selects the "Send my contact" button on the User's or Sub-User's digital business card. The Third Party Contact then fills in the required fields on the Contact Form and shares his or her information with the User or Sub-User.

By using this function, the Third Party Contact expressly acknowledges that by sharing his information with a User, respectively a Sub-User, he also gives access to it to the Supplier.

In addition, the Third Party Contact expressly acknowledges that by sharing his information with a Sub-User, he is also giving access to it to the User who has given the Sub-User access to the Services

(for example, the employer of the Sub-User with whom the Third Party Contact shares his information).

The User or Sub-User with whom the Third Party Contact shares its information is required to inform the Third Party Contact of its (the User's or Sub-User's) status as User or Sub-User.

7. User content

When using the Services, the User, respectively the Sub-User, respectively the Third Party Contact, may *upload* and share User Content (text, images, graphics, links, audio and/or video content, etc.).

The User, respectively the Sub-User, respectively the Third Party Contact, acknowledges that **by uploading or sharing User Content, such User Content becomes publicly available information and can potentially be viewed by anyone** using the Internet anywhere in the world and can be found through the use of search engines such as Google, Yahoo and others.

The User, respectively the Sub-User, respectively the Third Party Contact, acknowledges that he/she is solely responsible for his/her User Content and for the consequences of posting or sharing it.

Furthermore, the User, respectively the Sub-User, respectively the Third Party Contact, acknowledges that :

- He has (and continues to have for the duration of the use of the Platform or the Services) all licenses, rights, consents and authorizations necessary to allow the Provider to host and display the User Content on the Platform;
- User Content does not infringe any third-party rights;
- The User Content is free of any harmful software (e.g. malware, viruses, Trojan horses, worms, etc.);
- All persons identified or identifiable in the User Content are at least 18 years of age;
- The User Content does not constitute or encourage in any way a criminal offence, incur civil or criminal liability on the part of the Supplier or infringe the law or the rights of any third party.

Although the Provider is under no obligation to verify the legality of User Content, **the Provider reserves the right to delete all or part of User Content without informing the User, respectively the Sub-User, respectively the Third Party Contact, and without stating the reason.**

8. Duration, termination, cancellation of the subscription and closure of the account.

Starter account :

In the case of a Starter account, this Contract is concluded for an indefinite period.

The User may terminate the Contract by permanently deleting his User Account on the Platform.

Pro account :

In the case of a Pro account, this Contract is concluded for a fixed term (monthly or yearly, depending on the User's choice on the Platform).

At the end of the period for which the Services were ordered, the User's order is automatically renewed for a period equivalent to that for which the Services were initially ordered, without any

action being required on the part of the User or the Supplier. In this case, the price of the Services for the following period is automatically charged via the payment method indicated by the User on the Platform.

The User may terminate the Contract by permanently deleting his/her User Account. In this case, as in the case where the User cancels his subscription to the Services without deleting his User Account, **the amounts already paid by the User will not be refunded.**

Business account :

In the case of a Business account, the present Contract is concluded for a fixed period according to the specific agreement between the User and the Supplier.

The User may terminate the Contract by permanently deleting his/her User Account. In this case, **any amounts already paid by the User will not be refunded.**

Termination by the Supplier :

Regardless of the User's account type, **the Supplier may terminate the Contract at any time and with immediate effect by email, post, and/or by deleting the User Account, if it believes that the User, respectively a Sub-User, is in breach of the General Terms and Conditions** (including the obligation to pay the price on time).

Consequences of termination or non-renewal :

In the event of termination by the User or by the Supplier, or in the event of non-renewal of the Contract, the User or Sub-User respectively will immediately lose access to the Platform, respectively to his or her User Account, stored data and User Content (and thus his or her digital business cards). **The Supplier is under no obligation to store the User's or Sub-User's data, digital business cards or User Content and may permanently delete them immediately.**

9. Obligations of the User , the Sub-User, and the Third-Party Contact

The User, respectively the Sub-User, respectively the Third Party Contact, guarantees that all information entered on the Platform, respectively on the Contact Form, is true and complete.

The User, respectively the Sub-User, respectively the Third Party Contact, remains solely responsible for the data he/she enters on the Platform, respectively on the Contact Form. The User, respectively the Sub-User, respectively the Third Party Contact, is informed and accepts that the Platform can only fulfil its purpose if all data is recorded completely, up-to-date and correctly. The User, respectively the Sub-User, respectively the Third-Party Contact, is responsible for the safekeeping of his/her data.

The User, respectively the Sub-User, undertakes to use secure passwords and not to pass on his/her access information to third parties.

The User, respectively the Sub-User, respectively the Third Party Contact, undertakes to use the Platform, respectively the Contact Form, in accordance with the General Terms and Conditions.

If the User has a Pro or Business account, he/she undertakes to ensure that the General Terms and Conditions, as well as the Privacy Policy and the Cookies Policy, are respected by each of his/her Sub-Users. Furthermore, the User is fully and entirely responsible for any violation of the General Terms and Conditions, the Privacy Policy and/or the Cookie Policy, committed by his Sub-Users.

When using the Platform, the User, respectively the Sub-User, respectively the Third-Party Contact, undertakes not to, by his own means or that of a third party acting on behalf of or for the User, respectively the Sub-User, respectively the Third-Party Contact, :

- Copy, modify, alter, adapt, make available, translate, reverse engineer, decompile or disassemble any part of the Platform, User Content or digital business cards;

- Copy, modify, alter, adapt or make available the Platform's computer code;
- Create a browser, frame, border environment or GUI around the Platform ;
- Interfere with or disrupt the operation of the Platform, or the servers or networks that host the Platform or run the Platform, or disobey any law or regulation or the requirements, procedures, policies or regulations of its servers or networks;
- Impersonate any person or entity or provide false or misleading contact and/or other personal information;
- Transmit or otherwise make available, through or in connection with the Platform, any virus, "worm", "Trojan horse", "time bomb", "web bug", spyware, or any other computer code, file, application or program that is malicious in nature or defective, and which may, or is intended to, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other actual or potentially harmful, disruptive or invasive code or component;
- Use the Platform, the Website, the Internet application, a digital business card, or other contact details for illegal, illicit or unauthorized purposes;
- Use the Platform and/or contact details for the purposes of harassment, stalking, contempt, mockery, humiliation, offence, provocation, violence or for any other purpose that may infringe the rights of others;
- Sell or give access, free of charge or in exchange for any consideration whatsoever, to its User Account or access to the Services to third parties.

Failure to comply with the above provisions may result in the suspension, blocking or deletion of access to the Platform and User Content of the User and/or Sub-Users. The Supplier's right of termination remains reserved. The User, respectively the Sub-User, respectively the Third-Party Contact, may also be liable to civil and/or criminal prosecution.

10. Prohibition on transfer

The User, respectively the Sub-User, respectively the Third Party Contact, may not assign or transfer to a third party, in any way whatsoever, its rights arising from the General Terms and Conditions, the Privacy Policy, the Cookie Policy or any contract entered into with the Supplier.

11. Waiver and nullity

The Supplier's failure to enforce any of the provisions of the General Terms and Conditions shall not be construed as a waiver or prejudice its rights to take subsequent action.

If the Supplier offers services not provided for in the General Terms and Conditions, it does so at its own discretion, is under no obligation and may stop at any time without compensation.

The nullity of a clause of the General Terms and Conditions does not entail the nullity of the other clauses of the General Terms and Conditions.

12. Intellectual property

The Supplier holds all intellectual property rights (including copyright) to the Platform and the Services. No property rights are transferred to the User, respectively the Sub-User, respectively the Third Party Contact, within the framework of the General Terms and Conditions or the provision of the Services.

Thus, the Supplier is the exclusive owner of the intellectual property rights, in particular :

- On the Platform, and in particular on its tree structure, on the organization and titling of its sections, on the visual and graphic identity, on its design, on its ergonomics, on its functionalities, on the texts, animated or still images, sounds, know-how, drawings, graphics and any other element composing the Platform;
- On the databases, their structure and content, designed and managed by the Supplier for the purposes of publishing the Platform;
- On all design elements of the Platform, whether graphic or technical;
- On digital business cards (features, design, etc.) ;
- On the names and signs "CARTLY", "CARTLYAPP" or "CARTLY Ltd", acronyms, logos, colors, graphics, or other signs that may be used, produced or implemented by the Supplier on the Platform or the Services.

It is consequently forbidden to reproduce in any form whatsoever, directly or indirectly, the elements referred to above, as well as to alter the trademarks, patents, names, acronyms, logos, colors, graphics or other signs appearing on the elements made available on the Platform, and more generally, to use or exploit these elements other than within the framework defined by the General Terms and Conditions or indicated directly on the Platform.

By publishing or sharing User Content, the User, respectively the Sub-User, respectively the Third Party Contact, grants the Supplier a worldwide, non-exclusive, royalty-free, transferable and sub-licensable contractual right necessary to use or exploit such content within the scope defined by the General Terms and Conditions or indicated directly on the Platform or on the digital business cards.

13. Personal data processing and security

The Platform (<https://www.cartlyapp.com>) offers an interface with adequate technical measures to ensure data security and integrity.

The Supplier takes data protection very seriously and is committed to protecting the personal data of the User, respectively the Sub-User, respectively the Third Party Contact. The Supplier thus complies with the European Union's General Data Protection Regulation (GDPR) and the Swiss Federal Data Protection Act (DPA).

The Supplier has established a Privacy Policy and a Cookie Policy as an integral part of the General Terms and Conditions. The Privacy Policy can be viewed here (<https://cartlyapp.com/files/Privacy-Policy.pdf>) and the Cookie Policy can be viewed here (<https://cartlyapp.com/files/Cookie-Policy.pdf>).

By accepting the General Terms and Conditions, the User, respectively the Sub-User, respectively the Third Party Contact, acknowledges having read and understood the Privacy Policy as well as the Cookie Policy.

The User, respectively the Sub-User, respectively the Third Party Contact, remains fully responsible for all data processed on the Platform.

The User, respectively the Sub-User, respectively the Third-Party Contact, undertakes to comply with all applicable data protection regulations and shall indemnify the Supplier for any direct, indirect or consequential damages arising from any violation of said regulations.

By accepting the General Terms and Conditions, respectively by using the Services, the User, respectively the Sub-User, respectively the Third Party Contact, expressly consents to the transfer of all data communicated to the Supplier to countries of the European Union as well as to the United States.

In the event of withdrawal of the User's consent to the processing of personal data by the Provider, the User or Sub-User will immediately lose access to the Platform or to his or her User Account, stored data and User Content. **The Supplier is under no obligation to store the User's, respectively the Sub-User's, respectively the Third Party Contact's data or User Content, and may permanently delete such data immediately, without this entitling the User, respectively the Sub-User, respectively the Third Party Contact to any claim against the Supplier.**

14. Exclusion of liability

Any contractual or extra-contractual liability of the Supplier in connection with this Agreement and the use of the Platform and Services is excluded to the maximum extent permitted by law. In particular, the Supplier's contractual or extra-contractual liability is excluded for any damages, whether direct, indirect or consequential, as well as for damages in connection with corruption or loss of data, loss of profit or loss of goodwill.

Any contractual or extra-contractual liability of the Supplier for the acts or omissions of its auxiliaries or third parties is also excluded to the maximum extent permitted by law. The Supplier therefore has no contractual or extra-contractual liability in connection with the acts or omissions of service providers collaborating with the Supplier, e.g. hosting providers or providers of means of payment.

The Supplier excludes, to the maximum extent permitted by law, any contractual or extra-contractual liability in connection with User Content.

15. Languages

The User, respectively the Sub-User, respectively the Third Party Contact, may consult the General Terms and Conditions, the Privacy Policy and the Cookie Policy in different languages. **The User, respectively the Sub-User, respectively the Third Party Contact, who consults the General Terms and Conditions, the Privacy Policy or the Cookie Policy in a language other than French acknowledges that this is an automated translation, without legal value, of the original version written in French.** In the event of contradictions or possible different interpretations between the different versions, **only the French version shall prevail and have legal force.**

16. Modification of the General Terms and Conditions

The Supplier may amend the General Terms and Conditions at any time and as it sees fit.

In the event of substantial modifications to the General Terms and Conditions, the User will be informed by email or via the Platform.

The User is obliged to inform its Sub-Users without delay of any changes to the General Terms and Conditions.

Any new version of the General Terms and Conditions will come into force immediately after its publication on the Platform, unless otherwise indicated. **The continued use of the Platform, respectively the Services, by the User, respectively the Sub-User, respectively the Third Party Contact, after the effective date of the new General Terms and Conditions, shall constitute his/her express consent and agreement to such changes.**

In the event of disagreement with the new General Terms and Conditions, the User, respectively the Sub-User, respectively the Third Party Contact, must immediately cease using the Platform and the Services. In addition, the User must delete his/her User Account without delay. Deletion of the User Account will result in the permanent deletion of all User Content. In this case, the User is not entitled to a refund of any payments already made.

17. Applicable law and place of jurisdiction

Any dispute, whether contractual or extra-contractual, arising from the General Terms and Conditions and/or in connection with the use of the Platform or the Services, shall be governed by Swiss law, to the exclusion of the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes, whether contractual or extra-contractual, arising from the General Terms and Conditions and/or in connection with the use of the Platform or the Services, is Fribourg, Switzerland. Recourse to the Swiss Federal Court is reserved.