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# Terms and Conditions

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## 1. Basis and Purpose of these Terms and Conditions

- (a) On its website [[www.workersinfocus.com](http://www.workersinfocus.com)] (the “**Website**”), Workers in FOCUS GmbH (the “**Company**”) operates a platform whose aim is to help its users start their companies (the “**Platform**”).
- (b) These Terms and Conditions (the “**Terms**”) are general terms and conditions between you (“**you**” or the “**User**”) and the Company governing the use of the Platform. By accessing to and/or using the Platform, you declare towards the Company that you understand and accept these Terms in the valid version at the moment of access to and/or use of the Platform. These Terms and the Privacy Policy, which forms an integral part of these Terms, govern the relationship between you and the Company.

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## 2. Registration, Membership Fee and Termination

- (a) You must register in order to access and use the various functionalities of the Platform. You are responsible for providing complete and truthful information throughout the registration process.
- (b) By registering, you agree to pay a membership fee of CHF [1(subject to change in the future)] (plus VAT) per month (“**User Membership Fee**”). The User Membership Fee must be paid in full for you to be able **to begin accessing the Platform and have the right to acquire Membership Preferred Shares** (as defined in the Simple Agreement for Future Equity (the “**SAFE**”).
- (c) The User Membership Fee will then be due **on a monthly or yearly basis**. Because the User Membership Fee allows access to the Platform for a monthly or yearly time period, or any other limited time period as the case may be, you must pay the fee again upon expiration of the relevant time period in order to maintain your (active) membership.

- (d) Your membership will be terminated in the following cases:
- (i) Automatically if you do not pay the User Membership Fee for the relevant time period;
  - (ii) At any time upon your written notice and
  - (iii) Immediately at the sole discretion of the Company.
- If you hold Membership Preferred Shares and the membership is terminated, for whatever reason, the Company or the Founder will have the right to purchase all Membership Preferred Shares held by the User for the price of CHF 1.00 per Membership Preferred Shares, upon notice of the Company given to you in a timeframe of 2 years since the date of termination of the Membership, and will give rise to other remedies available to the Founder in accordance with the Shareholders Agreement.
- (e) Any User Membership Fee already paid shall not be reimbursed, neither in full nor in part.
- (f) Membership is personal and non-transferable. You are obliged to treat your login information, such as username and password, (**Credentials**) as strictly confidential and prevent access to the Credentials by any third parties. You shall be obliged to notify the Company forthwith at [[info@workersinfocus.com](mailto:info@workersinfocus.com)] if you become aware that the Credentials have been disclosed to a third party, if the Credentials are in any way compromised or if it appears that your user account is being or has been misappropriated. You hereby note that you engage your personal liability for any breach of this provision.

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### 3. User Access of the Platform – License

- (a) The contents and functionality provided by the Platform, including but not limited to the source code, layout and structure, are the intellectual property of the Company or its licensors. All trademarks, copyrights, patents, and other intellectual property rights are proprietary to the Company or its licensors.
- (b) The Company grants to you a limited, non-exclusive and non-transferable right to access the Platform and to use its functionalities in accordance with these Terms. You may therefore use the Platform for your personal, non-commercial use. Subject to any statutory usage permissions to the contrary,

- (c) this license does not give you any rights not explicitly stated above. In particular, this license does not grant you the right to copy, sell, send, transmit, distribute, adapt, publish, display, perform publicly, rent, lease, loan, sub-license, decompile, reverse-engineer or in any way alter or modify, in whole or in part the Platform functionalities, layout, structure and/or any other intellectual property which belongs to the Company or its licensors.
- (d) This license shall automatically expire when the membership ends, for whatever reason unless terminated earlier for whatever reason by the Company.
- (e) By uploading contents onto the Platform, you hereby grant the Company an irrevocable, non-exclusive, perpetual, royalty-free, sub-licensable and transferable right to save, process, translate, publish, display publicly, and delete such content. In particular, you agree to the reproduction of such content on the Platform by the Company within the functionality and design of the Platform. You acknowledge that the content you upload to the Platform may not remain available to you for instance should these Terms be terminated.

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#### **4. Limitation of Liability and Indemnification**

- (a) Except in cases of gross negligence or wilful misconduct, the Company's liability is disclaimed to the fullest extent permitted by law, unless expressly provided otherwise in these Terms. In particular, the Company shall not be held liable for any damages occurring through the relationship between users of the Platform.
- (b) In any event and except in cases of gross negligence and wilful misconduct, the Company's liability shall be limited the amount of the User Membership Fee paid by you for the current billing period.
- (c) You shall indemnify and hold harmless the Company for:
  1. your breach of the present Terms, including the Privacy Policy;
  2. claims by third parties for damages caused by you through your use of the Platform;
  3. claims by third parties for infringement of intellectual property rights caused by you through your use of the Platform.

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**5. Data Protection**

The Company shall act in compliance with the application data protection regulations. You may find detailed rules regarding Workers in Focus privacy practices in our Privacy Policy, available here [[www.workersinfocus.com](http://www.workersinfocus.com)], said Privacy Policy being an integral part of these Terms.

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**6. Exclusions**

For the purposes of these Terms and Conditions, "US Person" shall mean any person who is a United States citizen or resident alien, any corporation, partnership, or entity organized or existing under the laws of the United States or any state, territory or possession thereof, and any estate or trust that is subject to United States tax regulations.

"Russian Person" shall mean any individual who is a citizen of the Russian Federation, any legal entity or organization established under the laws of the Russian Federation, or any estate or trust that is governed by the laws of the Russian Federation.

"Chinese Person" shall mean any individual who is a citizen of the People's Republic of China, any legal entity or organization established under the laws of the People's Republic of China, or any estate or trust that is governed by the laws of the People's Republic of China.

The services and products offered under these Terms and Conditions are not available to US Persons, Russian Persons or Chinese Persons. This exclusion is due to regulatory and compliance measures applicable to these services/products under the relevant countries.

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**7. Applicable Law and Jurisdiction**

(a) These Terms and all related documents are governed by, and construed in accordance with, the laws of Switzerland, without regard to the conflict of laws provisions thereof.

(b) Any dispute arising out of or in relation to these Terms shall be submitted to the exclusive jurisdiction of the courts of the canton of Geneva.

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**8. Modification of the Terms**

The Company reserves the right to modify these Terms without prior notice. Notification of modifications shall be provided via the internet, by mail or anyother appropriate means. The modified terms shall be deemed to have been accepted as soon as you access or the Platform or use any other Platform-related service after they have been published.

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**9. Severability**

The invalidity or enforceability of any terms contained in these Terms shall not affect the validity or enforceability of any other terms of these Terms, all of which shall remain in full force and effect.

**Contact Information**

The Company is a limited liability company, incorporated under the laws of Switzerland, with its seat in Zug and may be contacted by post at Industriestrasse 47, 6300 Zug or e-mail at [[info@workersinfocus.com](mailto:info@workersinfocus.com)].

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