

## TERMS OF USE (version [August 2023])

Thank you for using our products and services. These terms of use (as amended from time to time, the "**Terms**") together with any supplemental terms, such as the [Privacy Policy](#), the [Subprocessors List](#) and the [Cookie Policy](#), govern the products and services of rhyno solutions AG, with registered office at Vorstadt 42, 8200 Schaffhausen, Switzerland (commercial registry number CHE-239.883.903; "**rhyno**" or "**we**"), including without limitation access to and use of content, information and/or data made available by such products or services on any mobile application and website operated by us ("**Services**").

We offer a variety of different Services. For this reason, additional terms or requirements for use may additionally apply as specified in any additional terms relating to any Services ("**Additional Terms**") with effect once you start using any such Services.

- 1. Acceptance:** The use of our Services is subject to your acceptance of and compliance with these Terms and, if applicable, any Additional Terms. By using our Services, you agree to accept and be bound by the current version of these Terms. In connection with your use of the Services, we are entitled to send you notices and other communication.
- 2. Your personal account:** A personal account is required to use some of the Services. You can create your account yourself. A account may also be created for you and attributed to you by an administrator, such as your employer or another organization, in line with Additional Terms. Please keep your rhino account password strictly confidential. You are solely responsible for any activities relating to your account.
- 3. Limited license to use the Services:** Subject to these Terms, we grant you a limited, temporary, revocable, and non-exclusive licence to the Services. Where specified, such use may be limited to a particular period of time and/or subject to Additional Terms. You shall not reproduce, duplicate, copy, sell, trade or resell any Services or the design and look of any content, information and/or data made available as part of the Services. You are not entitled to modify or redistribute any content, information and/or data or its design and look without our prior written consent. While accessing or using the Services you must comply with these Terms and all applicable laws and regulations. The licence granted in this section 3 is personal to you or your organization and may not be assigned, transferred or sub-licensed in whole or in part without rhyno's prior written consent. Any fees paid are non-refundable.
- 4. Use of the Services for organizations:** If you are using the Services for the purposes of an organization, the Services are provided to you based on a separate agreement between rhyno and such organization and the usage fee is generally charged via such organization. Whether any fees are charged on is a matter between you and such organization. For data transfers, the fees according to the contract with your respective network operator apply. Please contact your respective network operator for information as regards respective costs. Any cost share by rhyno is excluded.
- 5. Modification and termination of Services:** rhyno may, but is under no obligation to, modify and optimize the Services, for example by adding or removing features or functionality or to introduce additional or new restrictions as regards the Services, in particular based on relevant user interests. Your data belongs to you: In case we discontinue part of the Services, we will, to the extent reasonably possible, notify you in advance to facilitate the export of your data from the Services.

- 6. No wrongful use:** You may not engage in any abusive or other behaviour, acts or omissions which are not in line with applicable law, the Terms and/or rhyno's instructions based on the Terms. By way of example, you agree not to or to support or enable others to
- (a) interfere with or access the Services other than through the user interface provided by rhyno and in accordance with rhyno's instructions.
  - (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify or create derivative works of the Services or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or by licensing terms governing use of open-sourced components that may be included with the Services).
  - (c) attempt to probe, scan or test the vulnerability of any Services, related systems or networks, or violate security or authentication measures.
  - (d) use the Services or any part thereof, in particular any content, for commercial purposes, for the benefit of any third party, or in any manner not explicitly permitted by these Terms.

In case of possible or confirmed violation, rhyno may at any time and without notice permanently or temporarily terminate, suspend or deny your access to the Services or a part thereof without being required to indicate any reason. In case you breach the Terms, rhyno will have the right to claim damages against you which shall include the right to claim direct, indirect or consequential damages and loss of profits.

- 7. No access or content monitoring:** The Services may include third party content made available at the sole responsibility of such third party. You acknowledge that rhyno is not obliged to monitor your access to or use of the Services. rhyno's is entitled to such access or content monitoring at its sole discretion to ensure compliance with the Terms, as required by applicable law or to comply with the order of any court, administrative agency or other governmental body. rhyno's right to monitor and remove user content is reserved for cases in which rhyno reasonably assumes, at its sole discretion, that user content is in violation of the Terms or applicable law.
- 8. Intellectual property rights:** All copyright, trademark, design, database right, patent and other intellectual property right, title and interest related to the Services will remain the exclusive property of rhyno or its licensors. The elements of any mobile application and website, including without limitation the general design and the imagery are protected by copyright, trademark, design, database right, patent and other laws relating to intellectual property rights of both Switzerland and/or foreign countries. Absent our prior written consent, nothing in these Terms gives you a right to use the rhyno name or any of rhyno's trademarks, logos, domain names or other distinctive brand features.
- 9. Content submitted by you:** Should you submit any content to us, including without limitation for publication on any mobile application or website operated by us, you or your organization, as applicable, retain any relating existing intellectual property rights. For use relating to the Services, you grant rhyno a royalty-free, worldwide, perpetual and non-exclusive license to use, copy, distribute, publish, sub-license and transmit (in particular to technically reproduce) such content or any part thereof in any manner and any format. You warrant that you are entitled to submit any submitted content and you agree that we may at our sole discretion disclose your identity to any third party making any claim related to the submitted content.
- 10. Information technology risks:** rhyno uses communication and other technology to provide its Services and gives no representation, warranty or undertaking for advice or content, information and/or data, whether in oral or written form, obtained from rhyno, for the completeness, accuracy, timeliness, security or reliability of any content, information and/or data, or that such content, information and/or data is of satisfactory quality, up-to-date or free from viruses, trojans

or other harmful or malicious programs. Neither rhyno nor its directors, employees, agents or other representatives, data providers or affiliates will be responsible or liable (whether in contract, tort or otherwise), under any circumstances for any amount or kind of loss or damage, including without limitation any direct, indirect, punitive or consequential loss or damages or any loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages that may result to you or a third party from your use of the Services (including without limitation for the deletion of, or the failure to store or to transmit, any data and other communications, for the interruption of business, data non-delivery, data misdelivery, data corruption, destruction of data or other modification of data or reliance on the content, information and/or data made available as part of the Services.

- 11. Warranty and limitation of liability:** We provide the Services "as is" and hope that you enjoy using them. rhyno makes no representations as regards the Services, including without limitation as regards content, accuracy, specific functionalities of the Services or their reliability, availability or fitness for use. rhyno and its directors, officers, employees, agents, partners, affiliates and licensors shall in no way be responsible for any consequence based on your use of the Services and shall, to the maximum extent permissible under applicable laws, not be liable for any losses or damages, whether direct, indirect, incidental, special, consequential or punitive, including without limitation loss of profits, data, use, goodwill or other intangible losses, resulting from your (i) use of Services, (ii) access to or use of, or inability to access or use, any mobile application or website operated by rhyno, and (iii) any unauthorized access, use or alteration of your transmissions of data, in each case however they may arise and whether based on contract, tort or any other legal basis, whether or not foreseeable and irrespective of whether rhyno has been informed in advance about the possibility of such damage. To the maximum extent permissible under applicable laws, you hereby waive any claim you may have or acquire against rhyno or any of its directors, officers, employees, agents, partners, affiliates and licensors, and will indemnify and hold rhyno and any of its directors, officers, employees, agents, partners, affiliates and licensors harmless from any claims, proceedings, costs, damages and losses arising out of or connection with your use of the Services. rhyno's total aggregate liability arising out of or related to the Services shall in any event be limited to the amounts paid by you for the use of the Services. Any failure of rhyno to enforce any right or provision of these Terms shall not be deemed to be a waiver of such right or provision.
- 12. Limited eligibility:** You are only allowed to use the Services if you are entitled to enter into a binding contract with rhyno according to applicable laws. You undertake to use the services solely in compliance with these Terms, any supplemental terms and all applicable laws. The Services are not directed to any person to whom (by reason of such person's nationality, residence or otherwise) the publication or availability of the Services is prohibited. Persons to whom such restrictions apply may not use the Services. If you choose to use the Services you are solely responsible for compliance with any applicable laws. Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind or to authorise you or us to act as an agent for the other. Neither of us shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 13. Revision of Terms:** We may revise these Terms and, if applicable, any Additional Terms, from time to time. The current version will be available on [docs.rhyno.ch]. Revised Terms shall become effective from the date of publication on the indicated website. By continuing to use the Services after those revisions become effective, you agree to and accept to be bound by the revised Terms and, if applicable, any Additional Terms. In the event of a conflict between the Terms and any Additional Terms, the Additional Terms shall prevail.

**14. Entire Agreement:** These Terms, together with any supplemental terms, such as the [Privacy Policy](#), the [Subprocessors List](#) and the [Cookie Policy](#), constitute the entire agreement between rhyno and you regarding the use of the Services and shall supersede and replace any prior agreements between rhyno and you regarding the Services. Should any provision of these Terms held to be invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect.

**15. Applicable law and jurisdiction:** These Terms and the use of the services shall in all respects be governed by substantive Swiss law. Any dispute arising out of or in connection with these Terms and/or the use of the services shall be subject to the exclusive jurisdiction of the ordinary courts in Schaffhausen, canton of Schaffhausen, Switzerland, and you consent to such jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you would like to contact us, you can do so by sending us an email to [DPO@rhyno.ch](mailto:DPO@rhyno.ch) or by writing to us at: rhyno solutions AG, Vorstadt 42, 8200 Schaffhausen, Switzerland