

Terms of use of cashless polyright

1. Definitions and conventions

- 1.1. **Polyright** represents Polyright SA whose headquarters is located at Rue Oscar-Bider 54, Sion, Switzerland
- 1.2. **Polyright base** represents the multifunctional polyright platform developed and marketed by Polyright SA
- 1.3. **The services** represent all Polyright SA products, software, services and websites
- 1.4. **polyright cashless** represents the community website cashless.polyright.com provided by polyright, which allows the cardholders registered on polyright base to recharge their account, get information, block a card, register for value added services and online-payment as well as other upcoming features.

2. Dealing with cashless polyright

- 2.1. The use of cashless polyright services is subject to the terms of a legal agreement between you and polyright. These Conditions explain how the agreement is made up and sets out some of its terms.
- 2.2. Unless otherwise is expressly agreed in writing with polyright, the agreement between you and polyright shall include, at least and in any case, the terms and conditions set out in the present Conditions, hereinafter referred to as the "Universal Terms".
- 2.3. Your agreement with Polyright will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms, hereinafter referred to as the "Additional Terms". Once a Service is subject to Additional Terms, you shall be informed about them directly in the Service or as you use this Service.
- 2.4. The Universal Terms and the Additional Terms constitute a legally binding agreement between you and polyright that applies to your use of the Services. It is important that you take the time to read them carefully. This legal agreement is hereinafter collectively referred to as the "Terms and Conditions".
- 2.5. In case of contradiction between the Additional Terms and Universal Terms, the Additional Terms shall take precedence in relation to that Service.

3. Acceptance of Terms and Conditions

- 3.1. Before using the Services, you must first agree to the present Terms and Conditions. You won't be able to use the Services unless you have previously accepted the Terms and Conditions.
- 3.2. You can accept the Terms and Conditions either by:
- (A) Clicking which signifies your acceptance of the Terms and Conditions, where this option is offered by cashless polyright in the user interface of the Service;
 - (B) or by actually using the Services. In this case, you acknowledge and accept that this use will then be considered by polyright as acceptance of the Terms and Conditions.
- 3.3. You can neither use the Services nor accept the Terms and Conditions if you are not of legal age to enter into a contract with polyright
- 3.4. Before proceeding, we recommend that you print or save a copy of the Universal Terms.

4. Language of the Terms and Conditions

- 4.1. Any translation of the French version of the Terms and Conditions is provided to you where appropriate by polyright for convenience only. Only the French language versions of the Terms and Conditions will govern your relationship with polyright.

- 4.2. In case of conflict between the provisions of the French version and those of the translation, the provisions of the French language version shall prevail.

5. Provision of Services by polyright

- 5.1. Polyright is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services provided by polyright may occasionally change without notice.
- 5.2. As part of this continuing innovation, you acknowledge and agree that polyright can stop, without notice and in its sole discretion, permanently or temporarily, providing all or part of its Services or functions, for you or for other users. You can stop using the Services at any time without being required to inform polyright in a particular way.
- 5.3. You acknowledge and agree that if polyright disables the access to your account, you may not access the Services, your account details or any of the files that are available there.

6. Use of Services

- 6.1. The access to certain Services requires that you provide information about yourself (such as your identification or contact details) as part of the registration process for the Service or as you use the Services. You acknowledge that all information provided to polyright for registration purposes shall always be accurate, correct and up to date.
- 6.2. You agree to use the Services only for the purposes authorized by (a) the Terms and Conditions and (b) any law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You agree not to access (or not to attempt to access) all or part of the Services by any means other than through the interface provided by polyright, unless you have been expressly authorized by polyright under a separate agreement.
- 6.3. You agree not to engage in any activity that can interfere with or disrupt the Services (or the servers and networks connected to the Services).
- 6.4. Unless you have been specifically authorized by a separate agreement with polyright, you agree not to reproduce, duplicate, copy, sell, trade or resell the Services for any purpose whatsoever.
- 6.5. You acknowledge that you are solely responsible for any breach of your obligations under the Terms and Conditions and for the consequences (including any loss or damage suffered by polyright) of such violation. You expressly acknowledge that polyright shall not be liable to you or to any third party in this regard.

7. Security of your account and passwords

- 7.1. You agree and acknowledge that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
- 7.2. Accordingly, you acknowledge to be the sole responsible towards polyright of all activities made from your account.
- 7.3. If you become aware of any unauthorized use of your password or account, you agree to notify Polyright immediately.

8. Personal details

- 8.1. You agree that your details can be used in accordance with polyright's charters of protection of personal data.

9. Property rights

- 9.1. You acknowledge and agree that polyright holds all property rights relating to the Services, including all intellectual property

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rights on the Services. You further acknowledge that the Services may contain information deemed to be confidential by polyright and you agree not to disclose such information without the prior written consent of polyright.

9.2. Unless otherwise explicitly agreed in writing and signed with polyright, no provisions of these Terms and Conditions give you the right to use the trade names, trade marks, service marks, logos, domain names or any other distinctive sign of polyright.

10. Polyright cashless license

10.1. Polyright grants you, free of charge, a personal, non-transferable, non-exclusive user license for the software provided to you by polyright as part of the Services as provided by polyright (hereinafter the "Software"). This license is exclusively intended to allow you to use and benefit from the services provided by polyright cashless, in compliance with these Terms and Conditions.

10.2. You cannot (and you cannot authorize anyone else to) copy, modify, create derivative works, disassemble, reverse-engineer, decompile or otherwise attempt to derive the source code of all or part of the Software, unless the law expressly permitted or required or if you have been specifically authorized in writing by polyright.

10.3. Unless an authorization is expressly granted in writing by polyright, you may not transfer (or sub-license) your rights to use the Software, grant a security right to the Software or your rights to use or dispose in any other way of all or part of your rights to use the Software.

11. Ending your relationship with polyright

11.1. The Terms and Conditions will continue to apply until they are terminated by you or by polyright as provided below.

11.2. You can cancel your contract with polyright by (a) sending a notice of termination to polyright at any time and by (b) closing your accounts for all of the Services that you use, since polyright has such an option available. You must send your notice in writing to polyright at the address mentioned earlier in these Terms and Conditions.

11.3. Polyright may terminate this contract at any time if:

- (A) You have breached any provision of the Terms and Conditions (or have acted in a way that clearly shows that you can't or don't want to respect the provisions of the Terms and Conditions); or
- (B) Polyright is required to do so by law (for example, when providing the Services to you is, or becomes, unlawful); or
- (C) The partner with whom polyright provided the Services has terminated its relationship with polyright or ceased to offer the Services; or
- (D) Polyright is about to stop providing the Services to users in the country where you reside or from which you use the service; or
- (E) The Services provided to you by polyright are, according to polyright, no longer commercially profitable.

11.4. Nothing in this Article shall affect the rights of polyright concerning the provision of Services pursuant to Article 5 of the Terms and Conditions.

11.5. Following the termination of this agreement for any reason whatsoever, the rights, obligations and liabilities that polyright and you have benefited from, and to which you have been subjected (or that were acquired during the execution of the Terms and Conditions) or that are intended to be applied even after the termination of the Terms and Conditions will not be affected by the said termination.

12. Disclaimer of Warranties

12.1. The Services are provided "as is". Polyright, its Subsidiaries and affiliated Companies and licensors shall not provide any guarantee in this regard.

12.2. Polyright, its Subsidiaries and Affiliates, and its licensors shall not particularly guarantee that:

- (A) Your use of the Services will meet your requirements,
- (B) Your use of the Services will be uninterrupted, timely, secure or free of errors,
- (C) Any information you will get from using the Services will be accurate or reliable, and
- (D) Failures in the operation or functionality of any software provided as part of the Services will be corrected.

12.3. No warranty, condition or other provision (including any implied warranties concerning satisfactory quality, suitability for any particular purpose or compliance with the given description) apply to the Services except if expressly provided otherwise herein and within the limit of this provision.

12.4. No provision of the Terms shall affect your rights as a consumer, which are impossible to modify or waive by contract.

13. Limitation of Liability

13.1. No clause in these Terms and Conditions shall exclude or limit the liability of polyright for damages which the applicable law prohibits exclusion or limitation.

13.2. Notwithstanding the above-mentioned Article 6.1, polyright, its Subsidiaries and Affiliates, and its licensors shall not be liable to you:

- (A) For indirect or consequential damages suffered by you and for any loss of profit (whether direct or indirect)
- (B) Loss of business, goodwill or reputation, or any loss of data suffered by you;
 - (i) all changes that polyright can make to the Services or the permanent or temporary disruption in the provision of the Services (or any features of the Services);
 - (ii) Any erasure, alteration or failure to save any Content and other communication data stored or transmitted through the use of the Services;
 - (iii) Your failure to provide polyright with accurate information on your account;
 - (iv) Your failure to maintain the security and confidentiality of your password and your account details.

13.3. The limitations of liability shall apply whether polyright has been informed or not or should have been aware of the possibility of occurrence of such damages.

14. Other contents

14.1. The Services may include hyperlinks to other websites, other content, or other online resources. Polyright may have no control over any website or online resource provided by other companies or persons.

14.2. You acknowledge and agree that polyright cannot be held responsible for the availability of these external websites or resources, and that polyright does not endorse any advertising, products or other materials offered or available on such websites or resources.

14.3. You acknowledge and agree that polyright can not be held responsible for any loss or any damage you may suffer due to the availability of these external sites or resources, or resulting from the fact that you are based on the character complete, accuracy or existence of any advertising, any product or any component presented or available from such sites or resources.

15. Changes to the Terms and Conditions

15.1. Polyright may change at any time the Universal Terms or the Additional Terms.

15.2. You acknowledge and agree that if you use the Services after the date of modification of the Universal or Additional Terms, this will mean that you agree to the amended Universal or Additional Terms.

16. General Provisions

16.1. You use of the Services may imply that through these Services or because of their use, you can use a service or download software or purchase a product supplied by another person or company. Your use of these other services, software or products

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may be subject to separate terms and conditions applicable between you and the company or the person concerned. In this case, the Terms do not affect your legal relationship with these other companies or individuals.

16.2. These Terms and Conditions constitute the entire agreement between you and polyright and govern your use of the Services (excluding any services that polyright can provide to you under a separate written agreement). They cancel and replace any prior agreement between you and polyright in relation to the Services.

16.3. You agree that polyright provide you with notices, including those regarding changes to the Terms and Conditions, by email, by post or through messages posted on the Services.

16.4. You agree that if polyright failed to exercise, or waived, a right or remedy under these Terms and Conditions (or that polyright is entitled to under any applicable law) this will not be considered as waiver by polyright of the concerned right or remedy. Such rights or remedies will remain available in the future.

16.5. If any provision of these Terms and Conditions is declared to be invalid by a competent court, that provision shall cease to apply without affecting the other provisions of the Terms and Conditions, which shall remain in full force and effect.

16.6. It is expressly agreed that each member of the group of companies whose parent company is polyright will be considered as a third party beneficiary of the Terms and Conditions. These companies shall be entitled to directly enforce, and rely upon, any provision of the Terms and Conditions that are beneficiary for them (or giving them rights). Subject to this, no other person or company shall be third party beneficiaries to the Terms and Conditions.

16.7. These Terms as well as your rights and obligations towards polyright as provided herein shall be governed by the Swiss law. Polyright and you agree to submit any dispute arising under these Terms and Conditions to the exclusive jurisdiction of Swiss courts and especially of Zion. Notwithstanding the foregoing, polyright will be entitled to apply for any provisional measures, injunctions or other emergency actions before any competent court.

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