

## Terms of Use

These Terms of Use (“the Terms”) apply to your access to the SophiaTX website [www.sophiatx.com](http://www.sophiatx.com) and its subpages, e.g. [earlyadopter.sophiatx.com](http://earlyadopter.sophiatx.com) (jointly as “the Website”), which are operated by Equidato Technologies AG, with its registered seat at Innovation Tower, Industriestrasse 33, 5242 Lupfig, the Helvetic Confederation, identification No: CHE-174.378.377, registered at the Commercial register of canton Aargau, the Helvetic Confederation (“Equidato Technologies”, “we” or “us”).

By accessing the Website you acknowledge that you have read and understood the Terms, accept the Terms and agree to be bound by them. The Terms are intended for both, individuals as well as business customers.

The Terms govern your access to the Website. If you don’t agree with (or cannot comply with) the Terms, you may not access the Website. If we make changes to the Terms, we will provide notice of those changes by updating the “Last Updated” date above and posting notice on the Website, which you need to accept.

In order to use the Website, you need to (a) be 21 or older (please note that in some countries specific age restrictions may apply) or to have your parent or guardian’s consent to the Terms, and (b) have the power to enter into a legal relationship with us and not be barred from doing so under any applicable laws.

### 1. SophiaTX

- 1.1. SophiaTX blockchain is the first open source platform integrating the blockchain technology with leading business applications, including major ERP, CRM and SCM solutions, allowing both users and integrators to use blockchain (“SophiaTX”). SophiaTX has been designed as a revolutionary blockchain platform and marketplace, integrating leading enterprise applications and solutions, covering major ERP, CRM, and SCM systems, into a collaborative environment across multiple industries.
- 1.2. It consists of (i) a blockchain specifically developed and enabled to power a B2B transaction engine; (ii) a development platform with integration APIs to SAP and other enterprise applications and, (iii) a marketplace for a global community of experts, consultants, and developers to buy and sell apps.
- 1.3. SophiaTX is open source, and designed to enable enterprise applications to be extended to more robust, collaborative and decentralized blockchain-enabled business models.
- 1.4. Integrating SAP and blockchain offers vast space for both users and the global economy. SophiaTX has capabilities for complex SAP programs in variety of assignments and disciplines - including global transformations and roll-outs, lean implementations, recovery and turnaround situations, mergers, restructurings, carve-outs, lean operations (i.e. management practices to reduce waste, improve cycle times, efficiency, etc.) and support.

### 2. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 2.1. The content of the Website and the Website itself is protected by intellectual property laws, including copyright and other proprietary rights of respective states. You must not reproduce, distribute, modify, create derivative works, publicly display, perform download or anyhow modify any copies of materials available on the Website, unless explicitly agreed or stated otherwise. Nothing on the Website shall be construed as granting, by implication, estoppel, or otherwise any

license or right to use any trademark, logo or service mark displayed on the Website without the owner's prior written permission.

- 2.2. All our trademarks, service marks, trade names, logos, domain names, and any other features of either SophiaTX, any applications available through SophiaTX, Equidato Technologies brand, the DECENT brand or Venaco Group brand ("Brand Features") are sole property of their respective owners. The Terms do not grant you any rights to use any Brand Features whether for commercial or non-commercial use. You may not use any metatags or other "hidden text" utilizing text "SophiaTX" or any other Brand Features without prior written permission of their owners.
- 2.3. All other trademarks, registered trademarks, product names and company names or logos mentioned or used on the Website are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder, unless explicitly agreed or stated otherwise. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

### **3. ASSUMPTION OF RISK AND LIMITATIONS ON LIABILITY**

- 3.1. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website however caused.
- 3.2. We will use reasonable endeavors to verify the accuracy of any information available on or through the Website, but we make no representation or warranty of any kind regarding any information made accessible through the Website, any hyperlinks to third party websites, nor any breach of security associated with the transmission of information through the Website or any website linked to the Website.
- 3.3. To the fullest extent permitted by applicable law, the Website along with all information available through it are provided on an "as is" and "as available" basis, without warranties of any kind. We do not represent or warrant that the Website or any information available through it:
  - (a) will be secure or available at any particular time or location;
  - (b) content will be accurate, complete, reliable, current or error-free or that any defects or errors will be corrected; and
  - (c) content will be free of viruses or other harmful components.
- 3.4. You expressly acknowledge and agree that you are using the Website at your sole risk. You hereby represent that you have an adequate understanding of the risks of blockchain-based open source software.
- 3.5. You acknowledge and agree that, to the fullest extent permitted by any applicable law, you will not hold third parties or individuals associated with Equidato Technologies liable for any and all damages whatsoever caused by or related to use of, or inability to use the Website under any cause or action whatsoever of any kind in any jurisdiction, and that none of the third parties or individuals associated with Equidato Technologies shall be liable for any damages in any way whatsoever arising out of the use of or the inability to use the Website.

#### **4. LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES**

4.1. You are allowed to publish link to the Website under following conditions:

- (a) you publish the link in a fair and legal way;
- (b) publishing the link will not damage our reputation or take advantage of it; and
- (c) you shall not publish the link in order to indicate any association, approval or endorsement by Equidato Technologies without our previous express written consent

#### **5. LINKS FROM THE WEBSITE**

5.1. The Website may contain links to other sites and resources of third parties. You acknowledge that such third party links might be provided for information purposes or for advertising third party services or products and Equidato Technologies shall not be responsible for any harm, damage or lost profit potentially caused to you in connection with the use of them.

5.2. You hereby acknowledge that when accessing such third party websites linked to the Website you are doing so at your own risk and subject to the terms and conditions of use of these websites. We cannot endorse, approve, or guarantee information, products, services, or recommendations provided at a third-party website. When you visit a third-party website by using a link on the Website, the data collection, use and protection practices of the linked site may differ from the practices of Equidato Technologies. You should familiarize yourself with the privacy policy and security practices of the linked website. Equidato Technologies reserves the right to withdraw any linking to the Website at its sole discretion and without any prior notice to users of the Website.

#### **6. INDEMNIFICATION**

6.1. You agree to indemnify and hold Equidato Technologies and our contractors, licensors, their respective directors, officers, employees and agents, as well as all subjects engaged in development of the SophiaTX harmless from and against any and all claims, actions, damages, losses, costs or expenses, including legal fees, arising out or relating to your use of the Website or the violation of the Terms other than as expressly authorized in these Terms.

#### **7. INTERRUPTION, MODIFICATION AND DISCONTINUATION OF THE WEBSITE**

7.1. We will make reasonable efforts to keep the Website operational. From time to time certain technical difficulties or maintenance may result in temporary interruptions. To the extent permissible under applicable law, we reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Website, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Website. You understand, agree, and accept that we have no obligation to maintain, support, upgrade, or update the Website, or to provide all or any specific content through the Website.

#### **8. USER CONDUCT**

8.1. When accessing the Website, you agree that you will not commit any unlawful act, and that you are solely responsible for your conduct while using the Website. You will not use the Website for any purpose that is unlawful or prohibited by these Terms or applicable laws.

8.2. Without limiting the generality of the foregoing, you agree that you will not:

- (a) use the Website in any manner that could interfere with, disrupt, negatively affect or
- (b) inhibit other users from fully enjoying the Website, or that could damage, disable, overburden or impair the functioning of the Website in any manner;
- (c) use the Website support or otherwise engage in any illegal activities, including illegal gambling, fraud, money-laundering, or terrorist activities;
- (d) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Website or to extract data;
- (e) attempt to access any service or area of the Website that you are not authorized to access;
- (f) introduce to the Website any virus, Trojan, worms, logic bombs or other harmful material;
- (g) provide false, inaccurate, or misleading information; or
- (h) encourage or induce any third party to engage in any of the activities prohibited under this section.

## **9. QUESTIONS & CONTACT INFORMATION**

9.1. Questions or comments about the Website may be directed to [info@sophiatx.com](mailto:info@sophiatx.com).