

Terms & Conditions

Last updated 10 December 2021

These Terms and Conditions are an agreement between **you** as a "User" (also referred to as "You" and "Your" in this agreement) of the websites referred to in Section 1.1 below, together the DAT.AG Websites, and **DAT.AG** as operator of the DAT.AG Websites. By continuing to use the DAT.AG Websites you are consenting to these Terms and Conditions which may be amended from time to time. If you do not consent to these Terms and Conditions, you are prohibited from using the DAT.AG Websites.

1. Purpose of the Terms & Conditions

- 1.1.** The operator of the <https://www.dat.ag> website and the <https://dapay.io> website (herein referred to as the "DAT.AG Websites") is DAT AG, a company registered in the commercial register of Zurich, Switzerland with the registered address Technoparkstrasse 1, 8005 Zürich, Switzerland (hereinafter referred to as "Operator", "we" or "us").
- 1.2.** These Terms & Conditions govern your use of the DAT.AG Websites. They should be read in conjunction with the linked Privacy Policy which form an integral part of these Terms and Conditions. The Privacy Policy can be found here.
- 1.3.** Operator provides the DAT.AG Websites to provide general information in relation to its business, activities and offerings.

2. Agreement

- 2.1.** By using the DAT.AG Websites, you warrant that you are over 18 years of age, or if in the jurisdiction you are based in the age of majority is over 18 years of age that you are older than this age. If you are below this age you should cease use of the DAT.AG Websites.
- 2.2.** 2.2 By using the DAT.AG Websites, you warrant that you are legally entitled to do so in all relevant jurisdictions in which you are a resident, national or currently visiting at the time of access to the DAT.AG Websites, and that use does not breach any relevant laws or regulations. Compliance with such laws and regulations is your sole responsibility.

3. Use Licence

- 3.1.** Operator grants you a temporary, personal, non-transferable license to use the DAT.AG Websites for non-commercial purposes. No intellectual property or other rights are transferred with this license and under this license you shall not:
 - copy, change or modify the content or code of the DAT.AG Websites;

- use the content or code for commercial purposes and also not present the content or code in public (neither commercial nor non-commercial)
- attempt to decompile or reverse engineer the software contained on this website;
- remove copyright or other copyrighted names from the content or code; or
- transfer the content or code to another person and "mirror" the materials to another server.

3.2. This license shall end automatically if you breach any of the Terms and Conditions, and may be terminated by the Operator at any time.

3.3. The User shall own any data submitted to the DAT.AG Websites and you shall be responsible for ensuring the accuracy, completeness, legality and appropriateness of any information provided by you. Details on why and how your data is processed is included in the linked Privacy Policy which forms an integral part of these Terms and Conditions.

3.4. You are prohibited from using the DAT.AG Websites or its content for any unlawful or illegal purpose; to solicit others to use the DAT.AG Websites for an unlawful or illegal purpose; to circumvent any laws or regulations; to infringe upon on the rights of any other party; to transmit or upload any viruses, malware or malicious code; to spam, phish or defraud other actual or potential other users of the DAT.AG Websites; or for any purpose that is not consistent with these Terms and Conditions. Any such action shall be grounds for immediate termination by Operator and the potential claims for damages by Operator for improper or illegal use.

4. Warranty

4.1. The contents and code on the DAT.AG Websites are provided "as is" and "as seen". You agree to use the DAT.AG Websites at your own risk and the Operator assumes no warranty for its correctness, accuracy or completeness. Operator hereby excludes all warranties and guarantees, to the extent permitted by law.

5. Limitations of liability

5.1. Operator, including its employees, directors, affiliates and contractors, shall not be liable in any way (including, without limitation, loss of data, loss of profit, financial damage, reputational damage or business interruption), whether such damage is direct, indirect, punitive or consequential, to the extent permitted by law, even if the company or a person authorized by Operator was informed in writing or verbally that the risk of the occurrence of such loss could exist.

5.2. You agree to indemnify and hold harmless Operator, its employees, directors, contractors and affiliates from any liability, damage, loss, legal fees or other costs from any third party in relation to your use, or misuse, of the DAT.AG Websites, including but not limited to the provision of incomplete, inaccurate or misleading information; the illegal use of the DAT.AG Websites; breach of any of the terms of this Terms and Conditions, including but not limited to warranties provided by you.

6. Fees



6.1. If any fees or charges are payable for the use of the DAT.AG Websites, or in relation to any third party processing or other costs, you shall pay these fees or charges in accordance with any terms described in the DAT.AG Websites or third party sites as applicable.

7. Changes and errors

7.1. The materials on the DAT.AG Websites may contain technical, typographical, graphical, photographic or other errors. Operator does not guarantee the completeness, accuracy or correctness of the materials. Operators may make changes to the materials published on the DAT.AG Websites at any time without prior notice. This does not, however, oblige Operators to make updates or to correct errors. Operator also reserves the right to delete the DAT.AG Websites or individual materials contained therein.

8. Links to third party sites and services

8.1. You may be redirected to a third party website, service or portal from the DAT.AG Websites, including but not limited to those of any third parties listed in the Privacy Policy. Operator has not checked the links and is not responsible for the content on, or requirements of, a linked site. The inclusion of a link does not mean the endorsement of the contents of the linked page.

8.2. The use of a linked site is at your own risk, including your responsibility to carefully read, understand and consent to any and all legal notices, terms and conditions or privacy policies on such third party sites. You bear sole responsibility for ensuring that your use of such third party sites is legal and is in line with the terms and conditions of policies of the third party site. Operators shall have no liability for inappropriate or illegal use of third party sites, for their misuse, or for any damages arising from the use of any third party site.

8.3. Any information that you provide to such third party sites may be governed by the terms and conditions and privacy policy of the third party site and we strongly advise you to read these terms and conditions and privacy policy before providing your information.

9. Changes to terms

9.1. Operators may change these Terms and Conditions at any time without notice. Any changes will be communicated on the DAT.AG Websites. By using the DAT.AG Websites, you agree to be bound by the current version of these Terms and Conditions.

10. Legal

10.1. If any provision of these Terms & Conditions shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

10.2. These Terms & Conditions, and the linked Privacy Policy, as amended from time to time, contain the entire agreement and understanding between the User and Operator with respect to use of the DAT.AG Websites and supersedes any prior agreements and



understandings, both written and oral, between the User and Operator with respect to the use of the DAT.AG Websites.

10.3. The User may not assign or transfer his or her rights and obligations contained in this Agreement or any interest therein without the prior written consent of the Operator.

10.4. **Substantive Swiss law shall apply to these general conditions of use, excluding its conflict of law provisions. The exclusive place of jurisdiction is the courts of Zug, Switzerland.**