

Terms of Service

Welcome to www.capcade.com and/or app.capcade.com. These Terms of Service contain the terms and conditions that govern all use of our Platform (as defined below), and all content, services and/or products available on or through the Platform (collectively, the “Capcade Services”).

The Capcade Services are offered to you subject to your acceptance, without modification (other than Special Terms (as defined below) agreed by the parties pursuant to these Terms of Service), of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, our Privacy Policy which can be found at www.capcade.com), and any future modifications thereof, and procedures that may be published from time to time on the Platform or made available to you on or through the Capcade Services (collectively, the “Terms”). When accepted by you (as defined below), these Terms form a legally binding contract between you and the Supplier (as defined below). If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind that entity.

PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR OTHERWISE USING THE CAPCADE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS, BROWSE OR OTHERWISE USE THE PLATFORM OR THE CAPCADE SERVICES.

Supplier may, in its sole discretion, elect to suspend or terminate access to, or use of the Capcade Services to anyone who violates these Terms.

If you register for a free trial of the Capcade Services, the applicable provisions of these Terms will govern that free trial.

The original language of these Terms is English. Supplier may make available translations for convenience. In case of conflicts between the original English version and any translation, the English version shall prevail.

1. Definitions

Additional Terms

Provisions applicable to the Client's use of a particular Feature as indicated by the Supplier in the relevant documentation describing the Capcade Services

Authorization

The set of rights and privileges assigned to a User by a Client for the provision of the Capcade Services

Beta Service

A Feature or functionality of Capcade Services that is in development or has not been released as a final product which Supplier has made available to Client for testing and evaluation

Capcade Materials

The visual interfaces, graphics, design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of the Capcade Services

Capcade Services

The Web Site, System, Content, Platform and all content, services and/or products available on or through the Platform

Capcade

Capcade Inc., a corporation established under the laws of the State of Delaware (United States of America), with a registered address at 8 The Green, Ste A, Dover, DE 19901, USA

Client

An Entity or User who accepts these Terms.

Client Data

Files and any other digital data and information, which are subjected to the Capcade Services or otherwise inserted to the System by the Client

Content

Any data and information available through Capcade Services or contained within the structure of the System, articles, documents, brochures, presentations, pictures, images, audiovisual works, other informational materials and any comments

Entity

A legal entity that can enter into a binding contract

Entity Admin

A User with full management rights under an Entity

Entity User

A natural person with a Profile on the Supplier's Platform managed by an Entity

EU-GDPR

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

Feature

A function or set of functions providing a particular capability within Capcade Services as determined by the Supplier

Fee

The payment for using the activated Profile

Files

Documents of any kind (images, spreadsheets, text files, etc.) that are inserted to the System by the Client

Free Trial

Temporary access for the purposes of evaluating the Capcade Services in accordance with any selected Plan without paying a Fee

Guest User

A natural person with a Profile on the Supplier's Platform not managed by an Entity

Organization

Legal persons (such as companies) and other entities with which that Client is interacting

Plan

The functionalities of the Capcade Services selected by the Client and on which the Fee is based

Platform

The Capcade transaction orchestration application

Privacy Policy

The Privacy Policy which can be found [here](#).

Profile

The primary means for accessing and using the Capcade Services by a Client

Reseller

Third party entity that (i) purchases Capcade Services from Supplier and resells such Capcade Services to Clients, (ii) bills such Clients directly and (iii) provides such Clients with customer support service

Special Terms

Any particulars, specifications and conditions by which the parties have agreed to deviate from these Terms or any other legal agreements entered into between the parties pertaining to the provision of Capcade Services

Supplier

As the context requires, Capcade Inc. or any of its affiliates (collectively, the “**Suppliers**”)

System

The integrated cloud computing solution for providing the Capcade Services, including applications, software, hardware, data bases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith

User

An Entity User or Guest User

Web Site

The compilation of all web documents (including images, php and html files) made available via www.capcade.com or its sub domains or domains with identical names under other top domains and owned by the Supplier

2. Authority to Enter into These Terms with Supplier

The use of the Capcade Services is subject to acceptance of these Terms. To accept these Terms for itself or on behalf of a Client, a person must have the legal capacity to do so. In the case of an individual, the individual must be at least 18 years of age or have valid authorization from their legal representative or custodian. In the case of a legal entity, the entity must be duly incorporated

and in good standing.

The Terms are accepted as soon as the person has received the confirmation of the creation of the Profile and necessary credentials from Supplier in order to log in to its Profile. You may not, without Supplier's prior written consent, access the Capcade Services (i) if you are a competitor of Capcade, (ii) to monitor the availability, performance or functionality of the Capcade Services or (iii) for other benchmarking or competitive purposes.

Once accepted, these Terms remain effective until terminated as provided for herein.

3. Modifications to Terms

Supplier reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on the Capcade Services. Please check these Terms periodically for changes. Your continued use of the Capcade Services after such changes have been posted as provided above constitutes your binding acceptance of such changes. Notwithstanding the foregoing, the resolution of any dispute that arises between you and Supplier will be governed by the Terms in effect at the time such dispute arose.

4. Our Responsibilities

4.1 Provision of Capcade Services

Supplier will (a) make the Capcade Services, Content and Client Data available to a Client pursuant to these Terms, (b) provide applicable standard support for the Capcade Services to Client at no additional charge, and/or upgraded support (for an additional charge, if applicable), (c) use commercially reasonable efforts to make the Capcade Services available 24 hours a day, 7 days a week, except for:

(i) planned downtime (of which Supplier shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Supplier's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, internet service provider failure or delay, or denial of service attack.

4.2 Protection of Client Data

Supplier will maintain administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Client Data. Those safeguards will include, but will not be limited

to, measures to prevent access, use, modification or disclosure of Client Data by Supplier personnel, except (a) to provide the Capcade Services and to prevent or address service or technical problems, (b) as compelled by law in accordance with Section 6.4 [Compelled Disclosure] below, or (c) as expressly permitted in writing by the Client or User.

Supplier may use service providers to perform the Services. Supplier will make commercially reasonable efforts to ensure that data transfers to service providers comply with the applicable data processing requirements. Upon the Client's request, the Supplier will provide information on such data transfers for the Client's consideration.

By agreeing to these Terms, the Client authorizes the Supplier (a general written authorization as defined in Article 28(2) of EU-GDPR) to engage service providers for the purposes of performing the Services. For the most up-to-date list of subprocessors processing Client Data, please refer to the following [List of subprocessors](#) where Client can also subscribe to receive notifications about any updates.

Supplier will provide at least 10 business days' advance notice before engaging any new subprocessors under this general authorization. This notice will be sent to those who have subscribed to receive updates on subprocessors. Client will have the opportunity to reasonably object to changes in accordance with applicable law. If the Client does not subscribe to receive such notifications, the Supplier is not responsible for providing any additional notice about subprocessor changes through other channels.

Supplier ensures that any data transfers to affiliated entities or third-party service providers, including those located outside the European Economic Area (EEA), are subject to appropriate safeguards. These safeguards include, where applicable, the use of legally recognized mechanisms such as the EU Commission's Standard Contractual Clauses or other lawful data transfer frameworks designed to ensure an adequate level of data protection.

5. Using the Capcade Services

5.1 Establishing and Managing Profile

Features, functions, parts or elements of the Capcade Services can be used or accessed only by holders of a Profile. The person who wishes to create a Profile must:

- a. complete the sign-up form on the Capcade Services, and

- b. accept these Terms by clicking “Sign up” or other similar button

Once a Profile is created, the Client can designate individuals to access the Platform as Users. Users will have access to the Platform based on the Client’s Plan.

Entity Admins are responsible for managing Users within their Entity. This includes assigning roles, managing permissions, and ensuring that all Users comply with these Terms.

In cases where an Entity has not designated an Entity Admin, the Users under that Entity are responsible for submitting access management requests directly to the Supplier. The Supplier does not act as the Entity Admin for such Entities and cannot be held responsible for any unauthorized access or mismanagement of permissions within such Entity. The Supplier’s responsibility is limited to processing and acting on written access requests received from Users within such Entity.

Guest Users are responsible for managing their own Profiles.

Supplier may, in its discretion, request additional information or proof of the person’s credentials. If Supplier is not certain if a User has been granted Authorization, Supplier may, in its sole discretion, prevent such User from accessing the Capcade Services.

The Client and any User associated with a Profile must provide Supplier with true, accurate, current, and complete information about the Client, Users or Profile and keep it up to date.

5.2 Logging Into a Profile

Supplier shall provide Client with a username and password (“**Login Credentials**”) to be used to log in to its Profile unless the Client uses the single sign-on Feature or another service to log in. These Login Credentials must not be used by multiple Users. If Client has designated several Users, each User will be provided with separate Login Credentials. Client and each User are responsible for keeping confidential all login credentials associated with a Profile. Client must promptly notify the Supplier:

- a. of any unauthorized access or security breach involving any Login Credentials;
- b. if there are any issues that compromise the integrity of Login Credentials;
- c. of the change or termination of a key User who is involved in direct cooperation with the Supplier, especially in cases where such changes may impact ongoing services or communications.

5.3 Termination of Profile

Client may terminate these Terms at any time as provided in Section 16 [Termination of Terms].

Supplier may permanently delete the Profile within six months of the effective date of the termination.

5.4 Use of Profile

The use of a Profile beyond a Free Trial, as the case may be, is subject to separate agreements which, *inter alia*, include Capcade Services Fee levels, Capcade Services term and payment terms.

5.5 Free Trial

A new Client may be entitled to a Free Trial subject to approval by the Supplier. If the period of Free Trial has expired and the Client does not enter into an agreement in accordance with Section 5.4 [Use of Profile], the Profile will be automatically deactivated and the Supplier has the right to permanently delete the Profile including all Client Data therein.

6. Client Data

6.1 Uploading Client Data to Platform

If the Client uploads Client Data to the Platform, such Client Data and any processing of such Client Data must be in compliance with these Terms and applicable law. All rights, title and interest in and to the Client Data belong to the Client or third persons (including Users, persons and Organizations) whether posted and/or uploaded by you or made available on or through the Capcade Services by Supplier. By uploading Client Data to the Platform, Client authorizes Supplier to process the Client Data. The Client is responsible for ensuring that:

- a. the Client and any of the Users associated with the Profile do not create, transmit, display or make otherwise available any Client Data that violates the terms of these Terms, the rights of Supplier, other Clients or Users, persons or Organizations or is harmful (for example viruses, worms, malware and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or otherwise unlawful; and
- b. Client and all of the Users associated with the Profile have the necessary rights to use the Client Data, including to insert it into the Platform and process it by means of the Profile.

6.2 No Guarantee of Accuracy

Supplier does not guarantee any accuracy with respect to any information contained in any Client Data, and strongly recommends that you think carefully about what you transmit, submit or post to or through the Capcade Services. You understand that all information contained in Client Data is the sole responsibility of the person from whom such Client Data originated. This means that Client, and not Supplier, is entirely responsible for all Client Data that is uploaded, posted, transmitted, or otherwise made available through the Capcade Services, as well as for any actions taken by the Suppliers or other Clients or Users as a result of such Client Data.

6.3 Unlawful Client Data

Supplier is not obliged to pre-screen, monitor or filter any Client Data or acts of its processing by the Client in order to discover any unlawful nature therein. However, if such unlawful Client Data or the action of its unlawful processing is discovered or brought to the attention of Supplier or if there is reason to believe that certain Client Data is unlawful, Supplier has the right to:

- a. notify the Client of such unlawful Client Data;
- b. deny its publication on the Capcade Services or its insertion to the System;
- c. demand that the Client bring the unlawful Client Data into compliance with these Terms and applicable law;
- d. temporarily or permanently remove the unlawful Client Data from the Capcade Services or Profile, restrict access to it or delete it.

If Supplier is presented convincing evidence that the Client Data is not unlawful, Supplier may, at its sole discretion, restore such Client Data, which was removed from the Web Site or Profile or access to which was restricted.

In addition, in the event Supplier believes in its sole discretion Client Data violates applicable laws, rules or regulations or these Terms, Supplier may (but has no obligation), to remove such Client Data at any time with or without notice.

Without limiting the generality of the preceding sentence, Supplier complies with the Digital Millennium Copyright Act and will remove Client Data from the Platform upon receipt of a compliant takedown notice.

Capcade as the data processor will assist the Client as the data controller in meeting the Client's obligations under EU-GDPR, providing subject access, and allowing data subjects to exercise their rights under EU-GDPR .

6.4 Compelled Disclosure

Supplier may disclose a Client's confidential information to the extent compelled by law to do so. In such instance, Supplier will use commercially reasonable efforts to provide Client with prior notice of the compelled disclosure (to the extent legally permitted) and Client shall provide reasonable assistance, at its cost, if Client wishes to contest the disclosure. If Supplier is compelled by law to disclose Client's confidential information as part of a civil proceeding to which Supplier is a party, and Client is not contesting the disclosure, Client will reimburse Supplier for its reasonable cost of compiling and providing secure access to that confidential information.

7. Services

7.1 Use of the Capcade Services

Subject to these Terms, and the payment of the applicable service Fee, Supplier grants Client and its authorized users a non-exclusive, non-transferable, non-sublicensable license to use the Capcade Services to:

- a. collect, store and organize Client Data, in accordance with the Client's Plan;
- b. modify and delete Client Data;
- c. customize the standard Features or functionality of the Capcade Services;
- d. receive reasonable help and guidance and from Supplier regarding the use of the Capcade Services.

If Supplier determines Client usage of the Services to be outside of the permitted and intended use as outlined herein, or bandwidth usage of the Service or any Features or functionality to be significantly excessive in relation to other Users, Supplier reserves the right to suspend the respective Profile (or part thereof) until Client assures Supplier that Client shall refrain from further abuse of the Services.

7.2 Technical Support

Supplier shall provide reasonable technical support to Client and its authorized User at the reasonable request of the Client. Supplier shall respond to inquiries of support from a Client utilizing the contacts set forth below as soon as reasonably possible.

The contacts for all enquiries of support are:

- a. instant messaging;
- b. built-in notification application on the Capcade Services; or
- c. e-mail: support@capcade.com.

7.3 Modifications to Service

Supplier reserves the right to modify the Capcade Services or any part or element thereof from time to time without prior notice, including, without limitation:

- a. rebranding the Capcade Services at its sole discretion;
- b. ceasing providing or discontinuing the development of any particular Capcade Services or part or element of the Platform temporarily or permanently;
- c. taking such action as is necessary to preserve Supplier's rights upon any use of the Capcade Services that may be reasonably interpreted as a violation of Supplier's intellectual property rights, distribution of internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

As applicable, Client may be notified of such modifications when logging into the Profile.

If the Client does not accept the modification, the Client shall notify Supplier or Reseller (if Client purchased access to the Capcade Services from a Reseller) before the effective date of the modification, and these Terms will terminate on the effective date of the modification. The Client's continued use of the Capcade Services, or any part or element thereof, after the effective date of a modification shall indicate its consent to the modifications. Supplier shall not be liable to the Client or to any third person for any modification, suspension or discontinuance of the Capcade Services, or any part or element thereof.

7.4 Additional Features

Supplier may from time to time make additional Features available through the Capcade Services, which may be subject to Additional Terms. The Client's use of any such Feature is subject to their acceptance of Additional Terms presented within the relevant Feature or these Terms. If the Feature includes access to or use of the Capcade API, the Capcade [API Terms of Service](#) shall also apply.

7.5 Beta Services

Supplier may offer certain Features of functionality for the purpose of testing and evaluation ("**Beta Service**" or "**Beta Services**"). The Supplier reserves the right to fully or partially discontinue,

at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to the Client. The Client agrees that the Supplier will not be liable to the Client or to any third party for any harm related to, arising out of the Client's use of the Beta Services, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

8. Data Processing Contract

For the purposes of Article 28 of EU-GDPR these Terms constitute the data processing contract between the Client as the data controller and the Supplier as the data processor. The Client hereby instructs the Supplier to process the data as described in these Terms.

8.1 Subject matter and nature of processing

The Supplier provides the Platform where the Client, as the data controller, can collect, store and organize the personal data of data subjects determined by the Client.

The Platform has been designed to work as a transaction orchestration tool but, to the extent not regulated by these Terms, the Client decides how they use the Platform.

8.2 Duration

The Supplier will process data on behalf of the Client until the termination of the Capcade Services in accordance with these Terms. Upon termination, Supplier will store the Client's Data for a period of six months, should the Client wish to reopen the Profile to resume the use of the Capcade Services or to export Client Data. If the Client instructs the Supplier to delete the Client Data earlier, the Supplier will do so within thirty (30) days of receiving the instruction. After the end of the retention period or the completion of Client-requested deletion, copies of the Client Data may continue to exist in the Supplier's backup system for an additional thirty (30) days and will be permanently deleted in the ordinary course of backup rotation. After these periods, the Supplier deletes or returns all remaining personal data to the controller unless applicable laws require continuous retention of the personal data.

8.3 Parties' rights and obligations

The Client's rights and obligations regarding Client Data are provided in Sections 4 through 10 of these Terms. The Supplier ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of

confidentiality.

The Supplier takes all measures required pursuant to Article 32 of EU-GDPR. The Supplier undertakes to make available to the controller all information necessary to demonstrate compliance with their obligations and to allow for and contribute to audits, including inspections, conducted or mandated by the Client as the data controller.

9. Restrictions

9.1 Prohibited Activities

Client and its authorized Users may use the Capcade Services and any part or element thereof only in the scope, with the means and for purposes as identified in these Terms and applicable law. By way of example, neither the Client nor any User may:

- a. use the Capcade Services or any part or element thereof to commit a crime, breach any applicable law or entice or invite others to carry out such illegal actions;
- b. copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile the Capcade Services or any part or element thereof, or attempt to extract the source code thereof, unless (i) it is expressly allowed under applicable law, and (ii) to the extent that the Supplier is not permitted by that applicable law to exclude or limit the foregoing rights;
- c. use the Capcade Services or any part or element thereof unless it has agreed to these Terms.

9.2 Certain Uses Require Supplier Consent

The Client or any User may not, without Supplier's prior express written consent (e-mail, fax, Zoom, etc.):

- a. sell, resell, lease, license, sublicense, distribute, provide, disclose, divulge, exploit or otherwise grant Access or make the Capcade Services available in whole or in part to any third person, unless such third person is another authorized User of the same Client;
- b. use the Capcade Services or any part or element thereof in a scope, with means or for purposes other than those for which their functionality was created;
- c. use the Capcade Services or any part or element thereof by means of programs that send them automatic inquiries or requests, unless such program has been made available by Supplier.

10. Privacy

Supplier takes the privacy of its Clients and Users very seriously. Supplier's Privacy Policy [here](#) is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully as it governs Supplier's collection, use, and disclosure of Client's or User's personal information.

11. Intellectual Property Rights

11.1 Capcade's Intellectual Property Rights in the Capcade Services

The Capcade Services, Capcade Materials, Capcade trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by Supplier and its third-party vendors and hosting partners. Capcade Materials are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Supplier, its affiliates and licensors retain all right, title and interest in such Capcade Services, Capcade Materials, Capcade trade names and trademarks, and any parts or elements. Your use of the Capcade Services and Capcade Materials, and any parts or elements does not grant to you any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of the Capcade Materials is strictly prohibited unless you have received the express prior written permission from Supplier or the otherwise applicable rights holder. Supplier reserves all rights to the Capcade Services, Capcade Materials and Capcade trade names and trademarks not expressly granted in the Terms.

11.2 Content Owned by Capcade

Subject to these Terms and the payment of the applicable service Fee, Supplier grants Client and its authorized users a non-exclusive, non-transferable, non-sub-licensable license to download a single copy of any part of the Content solely for your personal, non-commercial use if you retain all copyright and proprietary notices that are contained in such part of the Content. You expressly acknowledge that you do not acquire any ownership rights by downloading any copyrighted material from or through the Platform or the Capcade Services. You shall not copy, distribute or publish any Content or any information obtained or derived therefrom except as permitted on or through the Capcade Services or as otherwise permitted by applicable law.

11.3 Client Data

- a. By registering with the Capcade Services, Client agrees to Supplier using Client's name and logo (a) within the Platform to simplify setup and deliver a branded experience, and (b) for external promotional and marketing purposes. If Client does not agree to Supplier using Client's name and logo in this way, please contact info@capcade.com.
- b. Except as provided in this Section 11.3, Supplier may use Client Data in an aggregated or anonymized format for research, educational and other similar purposes. Supplier may not otherwise use or display Client Data without Client's written consent. Supplier respects your right to exclusive ownership of your Client Data. Client expressly grants Supplier the right to use and analyze aggregate system activity data associated with use of the Capcade Services by Client and its Users for the purposes of optimizing, improving or enhancing the way the Capcade Services operate, and to create new Features and functionality in connection with the Capcade Services in the sole discretion of Supplier.
- c. Client is solely responsible for its own Client Data and the consequences of posting or publishing them on or through the Capcade Services. In connection with Client Data, Client affirms, represents, and warrants that: (i) Client either owns its Client Data or has the necessary licenses, rights, consents, and permissions to use and authorize the Suppliers to display or otherwise use the Client Data under all patent, trademark, copyright, trade secrets, or other proprietary rights in and to your Client Data in a manner consistent with the intended Features and functionality of the Capcade Services and these Terms, and to grant the rights and license set forth in Section 11.3 (a) and (ii) Client Data, Supplier's or any Capcade Licensee's use of such Client Data pursuant to these Terms, and Supplier's or any Capcade Licensee's exercise of the license rights set forth in Section 11.3 (a), do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) violate any applicable law or regulation anywhere in the world; or (c) require obtaining a license from or paying any fees and/or royalties by Supplier to any third party for the performance of any Capcade Services Client has chosen to be performed by Supplier or for the exercise of any rights granted in these Terms, unless Client and Supplier otherwise agree.

11.4 Feedback

If Client or a User provides Suppliers with any comments, bug reports, feedback, or modifications for the Capcade Services ("**Feedback**"), Supplier shall have the right to use such Feedback at its

discretion, including, but not limited to the incorporation of such suggested changes into the Capcade Services.

Client or User (as applicable) hereby grants Supplier a perpetual, irrevocable, nonexclusive, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use your Feedback for any purpose. Supplier shall have the right to modify or remove any Feedback provided in the public areas of the Web Site if the Supplier deems, at its discretion, harmful, offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or otherwise unlawful.

12. Third-Party Sites, Products and Services

The Capcade Services may include links to other websites or services ("**Linked Sites**") solely as a convenience to Clients. Unless otherwise specifically and explicitly indicated, Supplier does not endorse any such Linked Sites or the information, material, products, or services contained on or accessible through Linked Sites. Furthermore, Supplier makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

Any content referred to as community provided is provided by third parties and not developed or maintained by Capcade. By using any community marked code or libraries in your software development, you acknowledge and agree that Capcade is not in any way responsible for the performance or damages caused by such community provided code or library.

13. Disclaimers; No Warranty

UNLESS OTHERWISE EXPRESSLY STATED BY SUPPLIER, THE CAPCADE SERVICES, CAPCADE MATERIAL, AND ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE CAPCADE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SUPPLIER AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, CORRECTNESS, ACCURACY, AND RELIABILITY.

UNLESS OTHERWISE EXPRESSLY STATED BY SUPPLIER, SUPPLIER AND ITS AFFILIATES DO NOT WARRANT THAT THE CAPCADE SERVICES AND ANY CONTENT, CLIENT DATA SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE CAPCADE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE CAPCADE SERVICES AND ANY CONTENT, CLIENT DATA, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE CAPCADE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNLESS OTHERWISE EXPRESSLY STATED BY SUPPLIER, SUPPLIER AND ITS AFFILIATES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PLATFORM, THE CAPCADE SERVICES, CAPCADE MATERIAL OR ANY LINKED SITES, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

THE LAWS OF CERTAIN COUNTRIES AND STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14. Indemnification

You agree to defend, indemnify and hold harmless Supplier and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of your use or misuse of the Capcade Services, Capcade Materials, representations made to the Supplier, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Supplier reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Supplier, and you agree to cooperate with such defense of these claims.

15. Limitation of Liability

15.1 No Liability

Supplier shall not be liable to the Client or User for any consequences resulting from:

- a. any modifications in these Terms, calculation and rates of Fees, the Capcade Services, Capcade Material, or any part or element thereof (including but not limited to the Profile), including any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the Capcade Services or Capcade Material;
- b. deletion of, corruption of, or failure to store any Client Data;
- c. use of Client Data by the Client or any of the Users associated with the Profile;
- d. upgrading or downgrading the current Plan;
- e. any disclosure, loss or unauthorized use of the login credentials of Client or any authorized User due to Client's failure to keep them confidential;
- f. the Client's use of the Profile or the Capcade Services by means of browsers other than those accepted or supported by the Supplier;
- g. the application of any remedies against the Client or authorized Users by the Supplier, for example if the Client or User has committed a crime or conducted a breach of applicable law by using the Capcade Services or any part or element thereof;
- h. the differences between technologies and platforms used for access, for example if certain Features, functions, parts or elements of the Capcade Services are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet;
- i. the Supplier's application of the remedies described in these Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

In addition, Supplier and its affiliates shall not be liable to the Client for any claim by any User, person, Organization or third persons against the Client arising out of the Client's failure to:

- a. provide Supplier with accurate information about the Client, Users or the Profile;
- b. notify Supplier of any reasons due to which a User does not have the right to use the Profile on behalf of the Client;
- c. provide any Products which it has agreed to provide to such a person or Organization (whether such failure arises as a result of Supplier's negligence, breach of these Terms or otherwise);
- d. ensure the lawfulness of the Client Data;

- e. obtain the necessary rights to use the Client Data; or
- f. abide by any of the restrictions described in these Terms.

15.2 Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CAPCADE AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER FOR THE CAPCADE SERVICES GIVING RISE TO THE LIABILITY IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER 5.4 [USE OF PROFILE].

15.3 Exclusion of Consequential and Related Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

16. Termination of These Terms

16.1 For Convenience

These Terms may be terminated for convenience in the following situations:

- a. by the Client by written notice at the end of the contractual period;
- b. by Supplier upon decision to end provision of the Capcade Services and close the Platform;
or
- c. immediately by either party, if proceedings are initiated for the other party's liquidation or insolvency or a negotiated settlement with the other party's creditors is concluded or an assignment is made on behalf of the other party for the benefit of creditors.

16.2 For Default

These Terms may be terminated for default upon written notice to the other party as indicated in the “**Notices**” Section below:

- a. by either party in case of breach of these Terms by the other party, if the breach has not been cured within 30 days of receipt of a notice from the non-breaching party; or
- b. immediately by either party if the other party breaches its obligations, as applicable under Sections 9 [Restrictions], 11 [Intellectual Property Rights] or 14 [Indemnification] of these Terms.

16.3 Effect of Termination

Upon termination of these Terms:

- a. Supplier may deactivate and permanently delete the Profile in accordance with Section 8.2.
- b. Client must:
 - stop using and prevent the further usage of the Capcade Services, including, without limitation, the Platform;
 - pay any amounts owed to Supplier under these Terms; and
 - discharge any liability incurred by the Client under these Terms prior to their termination; and
- c. The following Sections shall survive the termination of these Terms: Sections 1 [Definitions], 6.4 [Compelled Disclosure], 9 [Restrictions], 10 [Privacy], 11 [Intellectual Property Rights], 13 [Disclaimers; No Warranty], 14 [Indemnification], 15 [Limitation of Liability], 17 [Governing Law and Jurisdiction] and 18 [General Provisions].

16.4 Remedies

If Supplier terminates these Terms as a result of an uncured breach by a Client or User, Supplier is entitled to use the same or similar remedies against any other persons who use the Capcade Services in conflict with these Terms. Notwithstanding the foregoing, Supplier may also apply any other remedies available to it under the applicable law. Upon application of any remedies, the Client or User may lose Access or suffer a loss of certain Features, functions, parts or elements of the Capcade Services.

If Supplier has reasonable grounds to believe that the Client’s or User’s use of the Capcade Services, including the Profile may harm any third persons, Supplier has the right to take adequate measures under its control to prevent, stop and eliminate the harm, where possible, in order to protect those third persons.

The Supplier has the right to suspend access to all or any part of the Service, including removing Content, at any time for violation of this Agreement or to protect the integrity, operability, and security of the Service, effective immediately, with or without notice. Unless prohibited by law or legal process or to prevent imminent harm to the Service or any third party, Supplier typically provides notice in the form of a banner or email on or before such suspension. Supplier will, in its discretion and using good faith, tailor any suspension as needed to preserve the integrity, operability, and security of the Service.

17. Governing Law and Jurisdiction

In the event of a dispute, controversy or claim arising out of or in relation to these Terms, including but not limited to the formation, validity, breach or termination thereof, the parties shall attempt to solve the matter amicably in mutual negotiations. In the event a mutually acceptable resolution cannot be reached within a reasonable time, either party will be entitled to seek all available remedies, including legal remedies subject to the terms and conditions set forth below. Notwithstanding the foregoing and subject to the terms and conditions set forth below, either party may seek injunctive relief with respect to any disputed matter to the extent possible under applicable law. Should an amicable settlement between parties not be possible, the dispute shall be finally solved in court or by arbitration as designated herein subject to the terms and conditions set forth below. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) shall not be applied to these Terms. Any questions relating to these Terms which are not expressly or implicitly settled by the provisions contained in these Terms shall be governed by and construed in accordance with the following:

These Terms (and any further rules, policies or guidelines incorporated by reference therein) shall be governed by and construed in accordance with the laws of the State of Delaware (United States of America), without giving effect to any principles of conflicts of law. Unless otherwise agreed in writing by the Client and Supplier, any dispute arising out of or relating to these Terms, or the breach thereof, shall be governed by the terms set forth in this Section 1.1. For Clients domiciled in the United States, any dispute, claim or controversy arising from or relating to the subject matter of these Terms shall be resolved exclusively through binding arbitration in New York, New York, using the English language administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures or the JAMS Streamlined Arbitration Rules and Procedures (as applicable) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the JAMS rules. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending

a final decision by the arbitrator. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in New York, New York. Use of the Capcade Services is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this Section 1.1.

We each agree that we shall bring any dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that disputes shall be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator does not have the power to vary these provisions. For Clients not domiciled in the United States, all disputes arising out of or in connection with the present Terms, including any question regarding its existence, validity or termination, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") (the "**Arbitration Rules**") by one (1) arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, appointed in accordance with the said Arbitration Rules. The place of the arbitration shall be London (England). The language of the arbitration shall be English. The arbitration shall be commenced by a request for arbitration by the either party (the "**Claimant**"), delivered to the other party (the "**Respondent**"). The request for arbitration shall set out the nature of the claim(s) and the relief requested. Except as otherwise specifically limited in these Terms, the arbitral tribunal shall have the power to grant any remedy or relief that it deems appropriate, whether provisional or final, including but not limited to conservatory relief and injunctive relief, and any such measures ordered by the arbitral tribunal shall, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such. Each party retains the right to apply to any court of competent jurisdiction for interim and/or conservatory measures, including pre-arbitral attachments or injunctions, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The existence and content of the arbitral proceedings and any rulings or awards shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, (ii) with the consent of all parties, (iii) where needed for the preparation or presentation of a claim or defense in this arbitration, (iv) where such information is already in the public domain other than as a result of a breach of this clause, or (v) by order of the arbitral tribunal upon

application of a party. The arbitral tribunal may include in its award an allocation to any party of such costs and expenses, including lawyers' fees, as the arbitral tribunal shall deem reasonable. Any award of the arbitral tribunal shall be final and binding on the parties. Enforcement of any award may be sought in any court of competent jurisdiction.

If any part of this provision is ruled to be unenforceable, then the balance of this provision shall remain in full effect and construed and enforced as if the portion ruled unenforceable were not contained herein.

Use of the Capcade Services is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this Section 17. Notwithstanding the foregoing, you and the Suppliers agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either party's right to (i) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (ii) seek injunctive relief in a court of law, or (iii) to file suit in a court of law to address intellectual property infringement claims.

18. General Provisions

18.1 Relationship of the Parties

The parties will act solely as independent contractors. These Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between the Client and either Supplier, and the Client shall not represent to the contrary, whether expressly, by implication, appearance or otherwise. These Terms are not for the benefit of any third parties.

18.2 Severability

If any term, condition or provision of these Terms is held to be invalid, unenforceable or illegal in whole or in part for any reason, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties. The validity and enforceability of the remaining terms, conditions or provisions, or portions of them, shall not be affected.

18.3 Entire Agreement

These Terms are the entire agreement between Client and Supplier regarding Client's use of the Capcade Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided

herein, no modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

18.4 Assignment

Client may not, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without Supplier's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, the Client, or its permitted successive assignees or transferees, may assign or transfer these Terms or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with the Client, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of the Client, or its permitted successive assignees or transferees.

18.5 No Waiver

Failure of either Party to exercise or enforce any provision of or any of its rights under these Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.

18.6 Notices

Except as otherwise specified in these Terms, all notices related to these Terms will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to you will be addressed to the relevant billing contact designated by you. All other notices to you will be addressed to the relevant Services system administrator designated by you. The Supplier may also, from time to time, provide Users with Platform updates, training materials as well as other relevant information.

Last update: October 20, 2025