

Terms of Service («ToS»)

of Brame AG («Brame» or «Service Provider»), Sonnenrainweg 8, 8834 Schindellegi, Switzerland, dated May 2025

1 Scope

1.1 These ToS govern the use of the Service Provider's services («Services») by the Client, including but not limited to:

- Cloud Services,
- Consulting Services,
- Professional Services, and
- Media Solutions.

1.2 These ToS also apply if the Client uses the Services free of charge. If no explicit agreement has been concluded, the Client agrees to the ToS by starting to use the Services.

1.3 As a rule, the Services are accessible to all organizations and individuals except direct competitors. Competitors are prohibited from accessing the Services unless the Service Provider consents to such access in advance.

1.4 Any ordering of a Service by the Client is subject to verification and acceptance by the Service Provider.

1.5 To ensure that the Services remain up to date and effective, the Service Provider reserves the right to expand, change, amend or terminate its offer of Services at any time. This must not adversely affect ongoing Campaigns of paying Client.

1.6 The «Agreement» between the Client and the Service Provider consists of these ToS, including its annexes and, if applicable, an order form or other personalized offer (collectively, the «Agreement»). The annexes to these ToS are integral parts of the Agreement and include the latest version published on the website of the Service Specifications, and the Service Level Agreement («SLA»), the Data Processing Agreement («DPA»), and, if applicable, the terms and conditions of Media Solutions («Terms Media Solutions»).

1.7 In the event of contradictions between the content of the integral parts of the Agreement, the following order shall apply:

- (a) order form or other personalized offer (including any SOW);

(b) these ToS;

(c) annexes to these ToS.

2 Services

2.1 Cloud Services

2.1.1 The Customer is granted access to the Brame platform («Base License») with the Base License. Within a Base License, the Client can add one or more independent profiles, e.g. for subsidiaries or brands («Workspaces»). The Client can add Creators (as defined below) as users to each Workspace. Creators can create mini-games in their Workspace and use additional features to launch their own marketing campaigns («Campaigns»). The services described in this paragraph are collectively referred to as «Cloud Services». The service components selected as part of the Cloud Services (e.g. number of Base Licenses, Workspaces, Creators, Visits, etc.) are specified in the offer.

2.1.2 «Creators» are natural persons who work for the Client in an employment or contract relationship and are designated as Creators by the Client. They receive access to the Client's Workspace. Access is non-transferable and may not be shared. In the case of access sharing, the Service Provider reserves the right to charge an additional fee in the amount of the effective Creators.

2.1.3 «Visits» are the respective sessions in which the campaign website is loaded by a visitor via a web browser, an iFrame or a WebView within a mobile app.

2.2 Consulting Services

If agreed in the offer, the Service Provider offers consulting, maintenance and support services («Consulting Services»). Among other things, the Client may purchase «Customer Success Manager» («CSM») as a Consulting Service (e.g., for support during setup and onboarding or for a strategy workshop).

2.3 Professional Services

2.3.1 If agreed in the offer, the Service Provider offers bespoke products, such as customized interfaces for connecting to the Client's software or Customer-specific Campaigns («Professional Services»). Regardless of the extent of customization, the Client has no exclusivity rights to the Products generated by the Professional Services and these remain the intellectual property of the Service Provider.

2.3.2 The scope of the Professional Services is specified in a separate offer, a SOW. The Service Provider ensures that the Professional Services correspond to these specifications and respects agreed deadlines. For the Service Provider to be able to provide the Professional Services on time, the Client needs to ascertain that there are no delays for which the Client is responsible.

2.3.3 The Professional Services provided or parts thereof must be reviewed by the Client within thirty (30) days of their provision to ensure that they comply with the relevant specifications. Any defects must be reported in writing (by e-mail or in another text form) within this period. If a Professional Service does not meet its specifications, the Service Provider will be granted two (2) attempts to remedy this circumstance. A Professional Service will be deemed accepted if no written complaint (by e-mail or in another form of text) is received within the specified period.

2.3.4 Before a Professional Service has been delivered, the Client may at any time request the Service Provider to make appropriate modifications. Any modification request must be confirmed by the Service Provider in order to be binding and may be rejected by the Service Provider at its own discretion. The Client acknowledges that modifications may affect deadlines and costs.

3 Software Patches, Updates and Upgrades

Security-related patches and general updates are included in the ordered packages. Upgrades and additional features are charged separately and may be ordered via an order form.

4 Fees and Payment Terms

4.1 In return for the Services provided by the Service Provider under this Agreement, the

Customer shall pay the Service Provider all costs and fees specified in the offer («Fees»). In the absence of such specification, the Service Provider's standard rates pursuant to the SLS will apply. The recurring Fees are invoiced annually in advance on the agreement start date specified in the offer. One-time Fees (e.g. for Overconsumption) are invoiced either at the start of the Agreement or at the time they are incurred. The agreed Fees are also owed if the Client does not use the ordered Services or does not use them in full. If the actual usage (e.g., number of Visits, megabytes) exceeds the usage contingents agreed upon in the offer («Overconsumption»), the Service Provider shall invoice the Client for the additional usage. The Service Provider reserves the right to charge the corresponding additional Fees without further notice.

4.2 The Service Provider is entitled to adjust the Fees for Services, change requests, and other deliverables at the beginning of each contract year, provided such adjustments are reasonable.

4.3 All Fees are subject to any applicable value-added, sales or other taxes, duties or charges imposed on the Services («Taxes»). The Client is responsible for the payment of all Taxes associated with the use of the Services unless the Client provides the Service Provider with a valid tax exemption certificate approved by the appropriate tax authorities. If the Service Provider becomes liable for such Taxes, for whatever reason, the Client undertakes to immediately reimburse the Service Provider, unless it has already been reimbursed. The Parties agree, where possible, on a reverse charge procedure to simplify the payment of Taxes.

4.4 The Client is responsible for any bank or other fees incurred in the payment of the Services. All amounts are to be paid in full without any set-off, deduction or withholding.

4.5 All Fees are due in full within fifteen (15) days of invoicing, or as otherwise specified in the order form. After expiration of the payment term, the Client is considered in default without the need of an overdue notice. The Service Provider may charge interest on overdue payments at a rate of 5% per annum from the date of the invoice until the Service Provider has received full

payment of the amount due including all accrued interest.

5 Intellectual Property

5.1 Service Provider's Software Platform and Products

5.1.1 The Cloud Services, Professional Services, tools, features, etc. (together the «Products») used by the Client run on the Service Provider's software platform or connect to it. The software platform and the Products represent the Service Provider's core technology.

5.1.2 The Service Provider is and remains the sole owner of the software platform and the Products, including any related works (e.g., written documents, computer code, concepts, data, know-how, etc.) and all related intellectual property and other rights worldwide.

5.1.3 Any improvement, development, modification or change of any kind of the software platform and the Products, including any related works (e.g., written documents, computer code, concepts, data, know-how, etc.), created, produced, written, edited, modified, designed or implemented during the term of the Agreement with or without the Client or a third party, as well as any related intellectual property and other rights worldwide will be the sole and exclusive property of the Service Provider, without any claim for compensation by the Client or any third party that may be involved. This also applies explicitly to Professional Services.

5.2 Client Content

The Client is the sole owner of its own content, logos, marks, etc. and any related intellectual property and other rights, and will retain all rights, title and interest in such content and works. The Client grants the Service Provider a limited right to use such content and works during the term of this Agreement, if and to the extent necessary to provide the Services to the Client.

5.3 Right to Use the Services

5.3.1 During the term of the Agreement, the Service Provider grants the Client a limited, revocable, non-transferable, non-sublicensable and non-exclusive right to use the software platform and the Products for its

business purposes in accordance with this Agreement.

5.3.2 The Service Provider expressly reserves any rights not explicitly granted. The Client may not make any claims regarding these rights.

5.3.3 Any open source or third-party software included in the Services will be provided in accordance with the open source or third-party license.

5.4 Client Commitments

The Client will (i) offer the necessary assistance with regard to failure analyses, (ii) promptly report or forward any complaints and claims related to the Services, (iii) not take any action likely to damage the reputation of the Service Provider, infringe the Service Provider's intellectual property rights or expose the Service Provider to any liability or sanction, (iv) not modify or alter the Service Provider's Services and Products (including future versions) in any way (other than through the configuration options provided by the Service Provider) without the Service Provider's prior written consent, (v) not reverse engineer, disassemble or decompile, or attempt to reverse engineer, disassemble or decompile the Service Provider's Services and Products (including future versions), in whole or in part, (vi) not create derivative works of the Service Provider's Services or Products, (vii) not copy or otherwise reproduce, in whole or in part, the Service Provider's Services and Products, (viii) under no circumstances modify or remove any labels or copyright notices on the Service Provider's Services and Products, (ix) not manipulate the Service Provider's Services, Products and infrastructure, (x) not use the Services and Products for illegal, unfair or offensive purposes, (xi) not distribute viruses, Trojan horses or other malicious software through the Services and Products, (xii) not scrape the Services and Products by means of automated scripts, (xiii) not circumvent or attempt to circumvent any technical limitations or restrictions of the Service Provider's Services or Products, and (xiv) not to use the Services and Products in such a way that the Service Provider would be subject to regulatory supervision, responsibility or otherwise obliged to comply with legal provisions.

The Service Provider reserves the right to remove Campaigns containing unlawful content without prior notice. In this context, the Service Provider assumes no liability, and shall have no obligation to pay damages or indemnify the Client.

6 Warranty

6.1 The Services and Products are provided «AS IS» and the Service Provider makes no warranty other than that the Services and Products have been developed expertly and in accordance with applicable industry standards, and do not contain any time bombs, viruses, Trojan horses, or other malicious code.

6.2 Notwithstanding the foregoing, Professional Services will be subject to the rights set forth in Section 2.3.3, whereby the Service Provider may make two (2) attempts to remedy a claimed and existing defect. If the Service Provider fails to remedy the defect, the Fees of the relevant Professional Services will be reduced accordingly. Any other warranty rights and, in the case of Professional Services, any warranty beyond the term of the Agreement are expressly excluded.

7 Liability

7.1 **General.** In the case of free Services, any liability of the Service Provider is excluded. In the case of paid Services, the Service Provider's total liability to the Client or the Client's total liability to the Service Provider, whether in contract, tort, breach of statutory duty or otherwise, will not exceed the Fees of the Services ordered. If the Agreement is concluded for more than 12 months, the maximum liability is limited to the pro rata amount corresponding to a term of 12 months. Neither party will be liable for any lost profits, revenue, data, goodwill or indirect, exemplary, incidental, special, or consequential damages suffered by the other party. Notwithstanding the above, nothing in this Agreement will exclude or limit in any way the liability for (i) any infringement of the Service Provider's rights pertaining to the software platform and the Products, or (ii) gross negligence, willful misconduct, fraud, death, or personal injury.

7.2 **Infringement of Third Party Rights by Service Provider.** The Service Provider will

fully indemnify the Client in the event that any action or proceeding is brought against the Client for infringement of any existing rights of a third party by the Service Provider's Services or Products, provided that (i) the Client immediately notifies the Service Provider of the claim and the impending assertion of a claim, (ii) the Service Provider is granted sole authority to investigate, defend or settle the claim, and (iii) the Service Provider is provided with the requested assistance in investigating, preparing, defending and settling the claim, subject to reimbursement of the Client's reasonable expenses.

7.3 **Infringement of third-party rights by Client.** The Client warrants and represents that the Client's own content or third-party content used by the Client does not violate any applicable laws or intellectual property or other rights of third parties. The Service Provider is not liable for the Client's own content or for third-party content used by the Client. The Client will be solely responsible for such content and will fully indemnify the Service Provider in this respect.

7.4 **Fraud, abuse.** The Service Provider takes economically appropriate technical and organizational measures in relation to the security of the Services. The Client is aware and acknowledges that these measures cannot fully exclude cases of fraud and abuse of the Services. The Client agrees that the Service Provider is not liable for such cases, regardless of how such abuses occur, e.g., exploitation of «loopholes», hacking, bots, or otherwise. As a fee-based service, the Client can order a periodic «Fraud Analysis», which is limited to the cases of fraud and abuse that can be detected with the methods used.

7.5 **Prize Management System.** Depending on the Services, the Client has the option of offering prizes and determining the mechanism for awarding prizes. The Client is responsible for entering and controlling the mechanism/metrics for awarding prizes, in order for the prize awarding to function correctly and without errors. The Service Provider's liability is excluded pursuant to Section 7.4. If the Client suffers damage as a result of software errors for which the Service Provider is responsible and of which the Client was unaware, the liability conditions pursuant to Section 7.1 are applicable.

7.6 **Licenses, regulatory matters.** The Client is solely responsible for ensuring that the Campaigns and other services configured by the Client are compliant with regulatory requirements and that all necessary authorizations are obtained before using the Services. The Service Provider cannot provide any advice or give any assurances or assume any liability in this respect - this applies in particular even if the Service Provider has been commissioned by the Client to create/configure a Campaign or the Services, e.g., as part of Consulting Services. The Client will fully indemnify the Service Provider if regulatory measures are taken against the Service Provider or if the Service Provider is otherwise affected by regulatory measures or is obliged to comply with legal provisions due to the Campaigns or other Services used by the Client.

8 Confidentiality, Data Protection

8.1 Confidentiality

8.1.1 The Parties agree to keep confidential all confidential information disclosed by one party (the «Disclosing Party») to the other party (the «Receiving Party») («Confidential Information»). Without limitation, all non-public information about the Service Provider's Services, Products and software platform is Confidential Information. All other Confidential Information must be (i) designated as such in writing or in another tangible form by the Disclosing Party at the time of disclosure and clearly marked as «internal», «confidential», «secret» or «proprietary», (ii) if initially disclosed by the Disclosing Party in oral or in another intangible form, designated as «internal», «confidential», «restricted», or «proprietary» at the time of disclosure, and placed in tangible form as well as provided to the Receiving Party by the Disclosing Party within thirty (30) days of the date of initial disclosure, or (iii) otherwise reasonably considered confidential at the time of disclosure.

8.1.2 Notwithstanding the foregoing, Confidential Information does not include any information that (i) is now or at a later date generally available to the public through no fault of the Receiving Party, (ii) was demonstrably in the Receiving Party's lawful possession prior to its disclosure by the Disclosing Party, (iii) was independently

developed by a Party without the use of Confidential Information, or (iv) a Party lawfully receives from a third party that has the right to disclose the Confidential Information.

8.1.3 The Parties agree to keep the Confidential Information strictly confidential and to take all reasonable precautions to prevent its unauthorized use or disclosure. The Parties agree not to use the Confidential Information for any purpose other than the fulfillment of this Agreement.

8.2 Data Protection

8.2.1 Each Party undertakes to take all necessary precautions to ensure compliance with data protection laws applicable to the Party. The Client warrants that the Client is authorized to process all personal data transmitted to the Service Provider in accordance with the applicable data protection laws.

8.2.2 The Service Provider processes personal data in its software as part of the fulfillment of the agreement. The processing is carried out in accordance with the DPA of these ToS.

8.2.3 The Client is solely responsible if sensitive personal data is collected and/or processed through the Services. The Service Provider does not currently offer any technical solution to grant such data special protection. The Client shall fully indemnify the Service Provider in connection with the collection of such data, in particular towards data subjects and the appropriate authorities.

8.2.4 Further information on data processing by the Service Provider can be found in the [privacy policy on its website](#).

9 Term, Termination

9.1 The term of the Agreement is specified in the order form. The Agreement will be renewed for successive terms of the same length unless terminated by either party in writing (e.g., by e-mail) at least sixty (60) days prior to the expiration of the term. The Service Provider's then current prices remain valid through the renewal.

9.2 Either Party may terminate this Agreement in writing at any time (i) in the event of a material breach of this Agreement by the other Party not cured within thirty (30)

- days after written notice of such breach, or (ii) if the Services and Products are used in a manner not in accordance with this Agreement.
- 9.3 Upon termination of the Agreement pursuant to Section 9.1, or in the event of a material breach of this Agreement pursuant to Section 9.2, any rights of use and other rights granted to the Client under this Agreement are terminated, and the Client agrees to immediately pay all outstanding charges, fees and otherwise owed amounts (for the avoidance of doubt, it is stated that in the event of premature termination pursuant to Section 9.2 for which the Client is responsible, the costs, fees and other amounts owed will be owed for the entire term of the Agreement).
- 9.4 The Client may request that the Service Provider releases the personal data stored in the software and other contents of the Client's account up to fourteen (14) days after termination of the Agreement. The release shall be free of charge, but without any claim to a specific form of compilation or presentation. After expiry of this period, the Service Provider is no longer obliged to retain or make available personal data and other contents of the Client's account and will delete or anonymize them accordingly, unless the Service Provider has a contractual or legal obligation to retain them.
- 9.5 In case of free Services, the Agreement begins when the Client starts using the Services and ends with the deactivation of the Client's account. The Service Provider may terminate free Services or delete the account of a Client of free Services at any time without replacement or compensation.
- 9.6 The provisions of Section 4 et seqq. of this Agreement will remain applicable even after termination of the Agreement.
- 10 Miscellaneous**
- 10.1 **Marketing.** The Client agrees that the Service Provider may, during the term of the Agreement and after its termination, use the Client's name and logo as well as respective case studies on its website and in other materials (flyers, brochures, presentations, use cases, newsletters, etc.), and may name the Client as a client or customer. The Client may revoke this permission in whole or in part at any time by written notice (e.g., by e-mail).
- In addition, the Client agrees to receive information about the Service Provider's Products and offers (e.g., via e-mail) during and after termination of the Agreement. The instructions for opting out of these mailings can be found in the corresponding messages.
- 10.2 **Entire Agreement.** This Agreement (as defined in Section 1.46) constitute the entire Agreement between the Service Provider and the Client with respect to the Services. Any additional agreements are void, unless explicitly stated in the Service Provider's order form.
- 10.3 **Severability.** If at any time any provision or part of a provision of this Agreement is or becomes invalid or unenforceable, then neither the validity nor the enforceability of the remaining provisions or the remaining part of the provision will in any way be affected or impaired. In this case, the Service Provider undertakes to immediately replace the invalid provision with a valid provision which best reflects the original intention in terms of its content.
- 10.4 **Assignment.** Neither Party may assign its rights or obligations under this Agreement to any third party without the prior written consent of the other Party (which will not be unreasonably withheld); provided, however, that either Party may assign this Agreement in its entirety (including all order forms), without the consent of the other Party, to an affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will be binding upon and inure in its entirety to the benefit of any successors permitted in accordance with this section.
- 10.5 **Amendments to this Agreement.** Any amendments to this Agreement will be made in writing (whereby any electronic form of text also satisfies the requirements of written form under this Agreement). With regard to the Service Specifications and the SLS, the current version on the website applies (i.e., amendments of the Service Specifications and the SLS do not require the Client's consent, unless the amendment would result in a significant reduction in the scope of the Services).

Notwithstanding the foregoing, the Service Provider reserves the right to amend this Agreement at any time by notifying the Client (e.g., by e-mail). If the Client does not object (by e-mail) within thirty (30) days after the notification, the Client is deemed to have agreed to the changes.

- 10.6 **Applicable Law and Jurisdiction.** This Agreement and any other agreements in connection with the Services will in all respects be governed by, construed and enforced in accordance with the laws of Switzerland (without regard to conflict of law principles or international treaties that would result in the application of any law other than Swiss law). All disputes arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction of the state courts of Zurich, Switzerland.

Annex 1: Terms Media Solutions

1 Brame Media Solutions

The Service Provider's «Media Solutions» are interactive online advertising media that are provided with the Client's brand and/or linked to an advertisement of the Client and then distributed on the websites of publishers («Media Solutions»). Media Solutions are part of the Service Provider's offering in digital advertising and marketing solutions.

2 Scope of Application

- 2.1 If the Client orders Media Solutions from the Service Provider, the provisions of the Terms of Service («ToS») of the Service Provider in connection with the Media Solutions will apply in full, in particular the provisions of the ToS on fees and payment terms (Section 4), ownership and rights of use (Section 5), warranty, liability (Sections 6 and 7), confidentiality, data protection (Section 8) and miscellaneous (Section 10).
- 2.2 These Terms Media Solutions («Terms Media Solutions» or «TMS») supplement the ToS with respect to the provision, use and distribution of Media Solutions. These TMS are an integral part of the ToS. Unless explicitly stipulated otherwise, the provisions of the ToS take precedence over the TMS.
- 2.3 The terms defined in the ToS and used here have the same meaning unless otherwise defined in the TMS.

3 Media Solutions Services

- 3.1 **Scope.** The scope of the Media Solutions ordered by the Client is specified in the order form or another personalized offer. The Service Provider offers the following Services in particular in relation to Media Solutions: conception, design, production, distribution. With regard to conception, design and production, the provisions on Professional Services in the ToS apply, in particular and not exclusively with regard to ownership and rights of use.
- 3.2 **Distribution.** Media Solutions are distributed in the Media Solutions network of the Service Provider or third parties in accordance with the information in the order form or another personalized offer. The

Service Provider is entitled, at its sole discretion, to engage third parties for the distribution of the Media Solutions. The Service Provider reserves the right to adapt, expand or restrict the Media Solutions network without any cost consequences or reduction. In particular, the following conditions apply:

- (a) Number of impressions. The number of ad impressions stated in the order form or another personalized offer is a target value which, if exceeded or undercut, has no cost consequences or reduction. The Client can order additional ad impressions at any time after receiving the offer.
- (b) Method of distribution. The Client expressly agrees that the Media Solutions will be displayed on the Service Provider's or third party Media Solutions network and that, unless otherwise agreed, it is at the Service Provider's discretion where and how often the Media Solutions are displayed and with what priority in relation to other Clients. The Client also agrees that the Media Solutions may be displayed alongside advertising from direct or indirect competitors. The Service Provider will use commercially reasonable efforts not to display the Media Solutions on websites or other media that are offensive, pornographic, abusive, or unlawful. If the Media Solutions are displayed on such websites or other media, the Service Provider will remove the Media Solutions from these websites or other media immediately. In addition, the Client has no claims against the Service Provider in such cases, for damages or otherwise, except in cases that cannot be excluded by the parties under mandatory law.
- (c) Targeting. The Client may request that the Media Solutions campaigns be targeted to defined target groups in order to increase the reach and efficiency of the campaign. Unless otherwise stated in the order form or another personalized offer, targeting is an additional service subject to a charge at the Service Provider's current prices at that time.
- (d) Optimization. The Service Provider continuously checks the effectiveness

of the distribution of the Media Solutions and optimizes their placement if necessary. However, there is no entitlement to optimization or adjustment of the distribution. Unless otherwise stated in the order form or another personalized offer, any individualized optimization requested by the Client is an additional service subject to a charge at the Service Provider's current prices at that time.

- 3.3 **Reporting.** The Client receives access to detailed reporting. This reporting contains comprehensive analytics, including click-through rates, conversion data and other relevant metrics to provide the Client with insights into the effectiveness of the campaign.

4 Duration, termination of Media Solutions

- 4.1 A campaign for Media Solutions ordered by the Client lasts until the number of ad impressions specified in the order form or another personalized offer has been reached. However, there is no requirement as to the period of time in which the number of ad impressions must be reached, and if a period of time is specified, this is merely a guideline.
- 4.2 After ordering Media Solutions, the Client may request that they be canceled or discontinued at any time. Irrespective of this, the Client will owe the Service Provider the full costs, fees and other amounts owed, as if the Media Solutions had not been cancelled or discontinued.
- 4.3 The Service Provider may cancel or discontinue the Media Solutions at any time and will reimburse the Client for the costs on a pro rata basis in proportion to the number of ad impressions achieved compared to the target value. Such a reimbursement obligation does not apply if the Client is responsible for the termination or discontinuation. In addition, the Client will have no claims against the Service Provider in the event of termination or discontinuation of the Media Solutions, for damages or otherwise, except in cases that cannot be waived by the parties under mandatory law.