

SGS DIGICOMPLY Web Platform Terms of Use Version: 2025-11-01

The following terms (“**Terms of Use**”) govern the access to and use of SGS Digicomply Web Platform, which SGS Société Générale de Surveillance SA, Zugerstrasse 57, 6340 Baar, Switzerland or one of its group companies or affiliates (“**SGS**”) may make available for use to you as User.

Hereafter “**User(s)**” refers either to the Customer, its Authorized Users, Vendor Users, and any other parties granted access to the by the Customer or SGS in accordance with these Terms of Use.

1. DESCRIPTION OF SGS DIGICOMPLY WEB PLATFORM AND SERVICES

SGS Digicomply’s Data as a Service is a cloud-based solution which allows Users that are subscribers to its Web Platform, to use its content and consult data and information SGS collects from public sources as well as User’s own data (“**Services**”). The Web Platform provides Users with information about changing regulations, with real time monitoring of thousands of global regulations. It combines artificial intelligence (AI) technology with the accumulated expertise of industry recognized specialists and provides high level insights to ensure your products remain compliant with target market requirements. The Services include information obtained through public searches of scientific literature, regulatory records, media reports, and other sources.

The Web Platform and Services are made available and can be accessed via www.digicomply.com. Access is subject to the generation of a user account (“**User Account**”) and the submission of the required information.

The description of the Web Platform and Services (as amended by SGS from time to time) is made available in more detail on the Web Platform (“**Service Description**”).

2. ACCESS AND USE OF THE WEB PLATFORM AND SERVICES

By clicking on “Sign up” button, completing the registration process, browsing the Web Platform, using the Services, You represent that (1) You have read, understood and agreed to be bound by these Terms and in particular with the following disclaimer “**If You as User do not agree to be bound by these Terms, You may not access or use the Web Platform or the Services**”, (2) You are of legal age to form a binding contract with SGS and (3) You have the authority to enter into these terms personally or on behalf of the legal entity You have named as User, and to bind that legal entity to these Terms. The term “You” refers to the individual or legal entity, as applicable, identified as User during registration on the Web Platform.

The Services are provided to User on basis of the following Terms (“**Agreement**”):

User acknowledges that it is entering into an Agreement with SGS and using the Web Platform and the Services of its own choice according to the Terms. No Agreement between User and SGS will exist for the Services until SGS accepts User’s submitted order form (the “**Order Form**”) by a confirmatory e-mail, or other appropriate means of communication. The Services, subscription term, fees and payment terms are defined in the Order Form, which is governed by these Terms.

The use of, and participation in certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will be presented to User for its acceptance when User signs up for supplemental Services. If these Terms are inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to such Service.

SGS hereby grants User a non-transferable, non-exclusive, non-sublicensable license to access and use the Web Platform and the Services as set forth herein and solely to conduct business on User’s own behalf. The license granted herein extends to all updates to the Web Platform and any part thereof, as such updates are published by the Web Platform in printed, electronic or other forms or otherwise made available to User. The license granted herein is personal to User and User may use the Web Platform and the Services solely for its internal operations. User may not copy, modify, alter, revise, paraphrase, omit, change, display, store, timeshare, rent, lease, sublicense, publish, distribute, transmit, transfer, assign, sell, incorporate in other products or services or the products or services of any other entity, or commercially exploit in any manner whatsoever, the Web Platform or Services or any portion thereof. All rights not expressly granted by SGS under the Agreement are reserved by SGS and may be used by SGS for any purpose.

The Web Platform and the Services are not intended as and do not constitute legal advice. The accuracy, completeness, adequacy or currency of the information obtained through the Web Platform or the Services is not warranted or guaranteed. User accepts all risks associated with use of the Web Platform and the Services. The identification of a potential changes in laws and regulations is a decision made by SGS in its best judgment. Further investigation by appropriately trained personnel may be required to determine or identify whether, in User's professional judgment, a potential risk or change actually exists.

3. SECURITY AND DATA PRIVACY

All User's personnel within User's legal entity who use the Web Platform shall authenticate themselves to connect to the Web Platform through the personal Login Information (each a "**Authorized User(s)**"). Each Authorized User's Login Information are for a designated individual and cannot be shared. It is each Authorized User's responsibility to take all necessary steps to control or to prohibit unauthorized access and use. Any connection to the Web Platform made via these means of identification and security shall be deemed to have been made by User itself. SGS may not be held responsible in the event of wrongful or fraudulent use of these methods.

User is responsible for all the Content present on the workspace allocated to it on the Web Platform and of all Data which it transmits. User shall comply with all applicable laws during performance of its obligations, and other activities, pursuant to the Agreement, and shall require that its employees and agents comply with all applicable laws.

User warrants that its use of the Services, and in particular the Web Platform, including the use of Data, will not give rise to any third-party claims, including claims relating to infringement, obscenity, libel, slander, defamation or violations of rights privacy, publicity or other third-party rights.

If in the performance of the Services SGS collects or process personal data as result or in connection with the performance of the Services, SGS will comply with any applicable legislation related to the personal data protection.

4. HOSTING, AVAILABILITY, MAINTENANCE AND SUPPORT

The Services can involve the storing of Users' Data and Content on the Web Platform. The space available to the User for the storage of its Data is set out in the Order Form or the Supplemental Terms between SGS and the User, where applicable. All rights regarding User's Data and Content remain with the User. However, User grants SGS the non-exclusive worldwide right to access and use the Content solely in order to provide SGS Services to User. In particular, User grants to SGS the right to store, modify, process, translate and transmit the Content, and to sublicense the foregoing rights to its subcontractors, to the extent required (i) to provide the services set out in this Agreement (ii) for anonymisation and following use as contemplated below. SGS Privacy Policies available on SGS website explain how SGS treats User's personal data and protects User's privacy when using the Services.

Anonymization: User agrees that SGS may anonymize Data for the purposes contemplated below. "Anonymize" means removal of personal information and any information reasonably likely to identify a company or other business entity as source; and always provided that such revised data does not include and is not subject to any key, code, or other mechanism that could be used to restore or reverse such information.

Use of and entitlement to anonymized Data. User agrees that SGS or its group companies or affiliates shall be entitled to and may use anonymized Data during the term of the subscription and thereafter (i) to develop, maintain and improve the products and services of SGS or its group companies or affiliates, (ii) to tailor products and services to customer needs, (iii) for market research purposes and (iv) to compile, aggregate and use such data together with other anonymized data in datasets on which data analytics, machine training or learning, other AI techniques and the like can be performed.

The Service is available twenty-four (24) hours a day and seven (7) days a week, subject to periodic or exceptional maintenance and safety procedures (whether or not scheduled by SGS), events of force majeure and cases of suspension of the access to the Services or the Web Platform as provided herein.

User will promptly designate at least one support representative amongst the Authorized Users, who shall be User's sole authorized contact for maintenance purposes.

SGS reserves the right to amend and upgrade the Services in the context of maintenance. SGS may, at its discretion, interrupt access to the Services or the Web Platform for maintenance or upgrades, without liability. SGS will use commercially reasonable

efforts to inform User of any interruption which is predicted to last for more than one (1) hour, by placing a notice on the welcome page on the Web Platform and/or inform User by email prior to such interruption.

At no additional cost to User, Support Services will be provided by SGS in accordance with the SGS support terms as described in the table below. User can submit requests for support through the online service of the Web Platform and obtain the following support service from 9 to 5 CET (“Business Hours”) hours from Monday through Friday on any Business Day.

Priority	Description	Response Time (Business Hours)	Next Update Time Intervals (Business Hours)
Highest	The incident stops most or all of the Users from using the system.	4 hours	8 hours
High	One or more Users suffer a major issue (1 or more modules of the system unusable)	8 hours	48 hours
Medium	One or more Users suffer a minor difficulty (there is a partial issue with the system)	16 hours	72 hours
Low	One single User suffers a minor difficulty. (there is a partial issue with the system)	24 hours	N/A
Lowest	One or more users suggested ways to work better.	N/A	N/A

5. FEES

User agrees to pay all applicable license fees or charges for the applicable Term in advance and in accordance with the fees, charges and billing terms in effect at the time such a fee or charge is due and payable. User shall provide SGS with a valid credit card (Visa, MasterCard, or any other issuer accepted by SGS) (“Payment Provider”), or payment information in the Order Form as a condition to signing up for the Services. User’s Payment Provider agreement governs the use of the designated credit card, and User shall refer to that agreement and not the terms of this Agreement to determine its rights and liabilities. By providing SGS with the credit card number and associated payment information, User agrees that SGS is authorized to immediately invoice User’s account for all license fees and charges due and payable to SGS hereunder and that no additional notice or consent is required. User agrees to immediately notify SGS of any change in the billing address or the credit card used for payment hereunder. Except as set forth in the Terms, all license fees for the Services are non-refundable.

SGS reserves the right to change its service fees and billing methods and will notify Users by email at least 30 days prior to the end of the contract.

User is obligated to pay all taxes, imports, excises, value added taxes and charges that during the term of this Agreement may be levied, imposed or charged by any federal or national, state or provincial, municipal, or other legally constituted governmental authority with respect to the license of the Web Platform and the Services and the license fee payable to SGS hereunder shall not be reduced by any such payment under this Section.

User shall not be entitled to set-off possible own claims against claims of SGS.

6. SGS INTELLECTUAL PROPERTY

The Services display some content that is not SGS property (“**Third Party Content**”). Third-Party Content is the sole responsibility of the entity that makes it available. Using the Services does not give User ownership of any intellectual property rights in the Services or the content or any Third-Party Content that User can access. User may not use content or Third-Party Content from the Services unless obtaining permission from its owner or its use is otherwise permitted by law.

SGS may review Third Party Content to determine whether it is illegal or infringes SGS policies and may remove or refuse to display Third Party Content that SGS reasonably believes to infringe SGS policies or the law.

SGS retains all right, title in and to the Web Platform, the technology created, utilized or reduced to practice in the provision of the Services and all related intellectual property rights. The Web Platform is the exclusive property of SGS and/or its licensors and its related Documentation (the “**SGS Materials**”).

User acknowledges that (a) no right or interest in the Web Platform is conveyed other than the limited licenses granted herein as per Section 2; (b) SGS Materials are protected by copyright and other intellectual property laws, and (c) SGS Materials embody valuable confidential and secret information, the development of which required the expenditure of considerable time and money. User will not take or encourage any action during or after the Term that will in any way impair SGS rights of, in and to its owned SGS Materials. User will maintain intact the copyright notices and other notice of intellectual property rights appearing in or on the Web Platform and the Documentation.

The Agreement grants no license or other right to any trademarks or domain names of SGS, including but not limited to the domain name used with the Web Platform. Such trademarks and domain names are and remain the sole and exclusive property of SGS and/or its licensors.

7. PERFORMANCE STANDARDS AND LIMITED WARRANTIES

7.1. Web Platform

Web Platform warranty: SGS warrants that (i) it has the necessary legal or regulatory (if any) authorizations to provide the functionality of the Web Platform to Users; (ii) the Web Platform conforms with the essential specifications set forth in the Service Description; (iii) SGS will endeavor to keep the Web Platform available without undue interruption (subject to scheduled service downtimes and to occurrences beyond SGS’s control); and (iv) to the best of its knowledge, the permitted use of the Web Platform does not infringe upon intellectual property rights of others.

Limitations: SGS’s Web Platform warranty shall not apply if the Web Platform (i) is not used as permitted; (ii) is not used in accordance with the Service Description; or (iii) is combined with other systems or services not supplied by SGS. SGS does not warrant that the Web Platform will be provided uninterrupted or error-free or that any information or data contained therein or derived therefrom will be accurate or complete.

Remedies: SGS will remedy defects within a reasonable time at its choice by means of a fix (including provision of a workaround) or replacement.

7.2. Web Platform Services

Performance standard: SGS provides the Web Platform Services with reasonable diligence and care but shall not be liable to achieve any warranted outcomes or results. SGS is committed to maintaining a performance standard for the Web Platform, employing necessary measures to ensure optimal functionality, minimal downtime, and fast response times. However, SGS cannot be held responsible for any temporary performance fluctuations caused by external factors beyond its control, such as internet connectivity issues or server maintenance.

Limitations as regards outputs: Outputs to Users generated through the Web Platform-Functions are the result of automated analysis and processing by SGS’s proprietary artificial intelligence (**AI**) tool, which has been developed with diligence but without warranty of any kind, and which additionally is machine-learning. All such outputs and related data are provided “as is”, without engagement and excluding any undertaking as regards their accuracy, quality, suitability or fitness for a purpose or error-free operation of the AI tool.

Limitations as regards Content: Content published or compiled by SGS on the Web Platform is based on data from SGS’s internal and from publicly available external sources. SGS carefully selects such Content and endeavors to keep it up to date. SGS does not make any warranties about the completeness, reliability or accuracy of such Content or compilations thereof and SGS is not responsible for any errors or omissions in the Content or compilations.

Remedies: In the event of a material nonconformity of Web Platform Services, SGS will correct the nonconforming Services at no cost to Customer.

7.3. No other Warranties or Remedies

Except as explicitly set forth above, SGS provides the Web Platform, the Web Platform Services and other services “as is” and does not make any warranties, and expressly disclaims all other warranties, undertakings, conditions, and representations, whether oral or written, expressed or implied, or arising by usage of the Web Platform or the receipt of the Web Platform Services or other services, including, but not limited to, suitability or fitness of the Web Platform or the Web Platform Services for a particular purpose, meeting Users’ requirements, or satisfactory quality. The above remedies shall be Users’ sole remedies for breach of warranty and to the exclusion of any other rights or remedies.

8. LIABILITY AND INDEMNIFICATION

Limited liability for direct damage: SGS’s liability shall be limited to direct damage and the total aggregate liability for direct damage shall be limited per event to the amount of the Subscription Fees paid (if any) by Customer for the calendar month preceding the event causing damage.

Exclusion of liability: SGS shall in no event be liable to Users for any indirect, incidental or consequential damage, damage due to trust, loss of data, damage caused by business interruption, loss of use, loss of profits or third-party claims.

Exceptions: The aforementioned limitations and exclusions of liability shall not apply in case of (i) death or physical injury; (ii) damage caused by willful intent or gross negligence; or (iii) if mandatory law provides otherwise.

Users’ indemnity: Users shall indemnify, defend and hold harmless SGS against any third-party claims that are based on: (i) Users’ use of the Web Platform or of the Web Platform Services in a manner not permitted under these Terms of Use; or (ii) Users’ Data or any other information or material uploaded by Users on the Web Platform. SGS shall reasonably cooperate in the defense of such claim, if requested by Users’, at Users’ expense. Users shall – if so agreed by SGS – have the sole authority to defend or settle the claim, provided such settlement does not involve any payment by SGS or admission of wrongdoing by SGS.

9. TERM AND TERMINATION

The Agreement is effective from the date SGS accepts User’s submitted Order Form. The term of the Agreement shall be as specified in the Order form or the Supplemental Terms (“Initial Period”). After the Initial Period or any subsequent renewal period (the “Term”), the Agreement will automatically extend on the first day following the end of the Initial Period for a duration of one year, at SGS then-applicable license fee, unless a different period is specified in the agreement, or the User terminates the Agreement at any time prior to the last day of the Term. User can terminate the Agreement on the Web Platform under the tab “Change/Cancel Membership” of the “Accounts Settings” page or as per the terms of the Supplemental Terms. Additionally, User has the possibility to opt out of the automatic renewal of the Agreement on the Web Platform. If User terminates the Agreement, the Services of the Web Platform will be available until the end of the applicable Term. Upon each subsequent renewal period, if SGS does not receive payment from User’s Payment Provider, User agrees: (i) to pay all amounts due on User Account upon demand, and/or (ii) to allow SGS to either terminate or suspend User’s access to the Services on the Web Platform and continue to attempt to charge User’s Payment Provider until payment is received. Only upon receipt of payment, User Account will be activated and for purposes of automatic renewal, User’s subsequent renewal period will begin only as of the day payment was received.

In the event that User infringes or is in default of any provision of this Agreement and if SGS is required to do so by law (e.g., where the provision of the Web Platform, or the Services is, or becomes, unlawful), SGS may immediately terminate this Agreement. Upon termination, (i) User will immediately cease accessing and otherwise utilizing the Web Platform, (ii) SGS will immediately cease to provide the Services and shall have no obligation to refund any license fees paid by User hereunder, and (iii) any outstanding commitments by User to pay license fees hereunder, shall become immediately due and payable. Provided that the termination was requested by User due to a material breach by SGS, SGS shall refund to User the unused portion of any prepaid license fees, if any, on a pro rata temporis basis as to the effective date of termination and to the end date of the agreed Term.

After any termination, SGS will have no obligation to maintain or provide User’s Data and will thereafter delete or destroy all copies of User’s Data on the Web Platform or otherwise in SGS possession or control as provided in the Documentation, unless legally prohibited.

All provisions of these Terms of Use intended by their terms or nature to survive shall survive any termination or expiration of any subscription.

10. CONFIDENTIALITY AND PUBLICITY

Confidential information: Neither Party shall disclose or use for any purpose outside the scope of this Agreement the other Party's business or technical information, including but not limited to any information relating to tools or software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, or Data (Confidential Information), except with the other Party's prior written permission or as permitted under these Terms. Information or data that is aggregated from Confidential Information shall not be deemed to be Confidential Information provided that such aggregated information or data is anonymized through elimination of identifiers to the source of the information. Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable degree of care and reasonable technology industry standards).

Mandatory disclosure: If a Party is obliged by an enforceable order or by law to disclose Confidential Information of the other Party, it shall promptly provide the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at the other Party's cost, if the other Party wishes to prevent or contest the disclosure.

Exclusions: Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other Party; (ii) was known to a Party prior to its disclosure by the other Party without breach of any obligation owed to the other Party; (iii) was independently developed by a Party without breach of any obligation owed to the other Party; or (iv) is received from a third party without breach of any obligation owed to the other Party, provided that Data containing personal data shall be handled in accordance with the standards required by applicable data protection laws, even if the same information may be generally known, publicly available or otherwise accessible to SGS from other sources.

Publicity. SGS Shall not to use the User's name, logo, trademarks, service marks, use cases, or any related materials or references in any marketing, promotional, or public communications without the User's prior written consent.

The obligations under this section 10 shall survive termination of the subscription for a period of four (4) years.

11. CHANGES

Changes to the Terms of Use: SGS reserves the right to modify, update, or revise these Terms of Use at any time. When changes are made, we will notify users by email using the address associated with their account. Continued use of the Web Platform after the updated Terms of Use go into effect will constitute acceptance of those changes.

Changes to the Web Platform or the Web Platform Services: SGS may change the functionalities of the Web Platform or the from time to time, provided that such changes will not materially impair the functionality of the Web Platform or the Web Platform Services.

12. FORCE MAJEURE

SGS shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, Pandemic, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials ("Force Majeure"). However, if the Force Majeure lasts longer than sixty (60) days, the Agreement may be terminated, as of right and without further judicial formalities, by either Party on written notice to the other Party with immediate effect.

13. APPLICABLE LAW AND JURISDICTION

The Terms and any dispute related thereto will be governed and interpreted by the laws of Switzerland exclusive of any rules with respect to conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Any dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. The arbitration will take place in Geneva, Switzerland and be conducted in the English language unless the Parties agree otherwise.

14. MISCELLANEOUS

Notices: Unless otherwise set forth in these Terms of Use, all notices must be given at least in text form (e.g., e-mail). The Parties shall immediately notify each other about any changes of the contact data they have provided each other with.

Severability: If any provision of these Terms of Use is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions.

Waiver: No failure or delay by either Party in exercising any right or remedy under these Terms and Conditions shall constitute a waiver of such right or remedy.

Entire agreement: These Terms of Use together with the Users' subscription information posted on the Web Platform constitute the entire agreement between the Parties with respect to the subject matter thereof.

Form Requirement: No modification, amendment, or waiver of any provision of these Terms of Use by Users shall be effective, unless being agreed upon in text form (e.g., email, scanned signatures) or in writing by the Party against whom the modification, amendment or waiver is to be asserted. The Parties agree that the Agreement may be executed, exchanged, stored and processed by applying any form or simple or advanced e-signatures (e.g., DocuSign, etc.) and that such e-signatures shall comply with the form requirements set forth herein.

Third-Party Services: SGS may rely on certain third-party services for the provision of the Web Platform or the Web Platform Services, in which case a third-party provider's terms and conditions may apply and prevail.

15. DEFINITIONS.

“Business Day” means any day other than a Saturday, Sunday, or a public holiday in Switzerland.

“Content”, “Data” means any information entered, uploaded or received by User in the context of the use of the Web Platform and the Services.

“Documentation” means the English version of the documents (or any other language expressly agreed between the Parties or as defined in the Supplemental Terms, where applicable), made available by SGS throughout the term of the Agreement, in any format chosen by SGS describing the main functionalities of the Web Platform and their updates.

“Login Information” means the logins, usernames and passwords of each Authorized User.

“Party” means User or SGS individually; **“Parties”** means User and SGS collectively.

“Web Platform” means the English version of cloud based collaborative software solution and its associated software application as updated from time to time by SGS and provided as part of the Services by SGS to User.