

Insights ADVISE – Terms of Use

These Terms of Service, including any terms, policies or documentation referred to herein, («**Terms**») govern the use of the software features and services accessible via this website («**Insights ADVISE**») by the organization you represent («**Customer**» or «**you**») and its employees, its other auxiliary persons or third parties engaged by Customer («**Account Users**»). By clicking "I agree", signing your contract for Insights ADVISE or using Insights ADVISE, you agree to these Terms on behalf of your organization. We may rely on your representation that you have the authority to bind your organization to these Terms.

Insights ADVISE is provided and maintained by NVISO SA, with a principal business address of Building D, EPFL Innovation Park, 1015 Lausanne, Switzerland («**NVISO**» or «**we**») for commercial, professional or non-private use by business customers. NVISO may rely on Customer's representation that Customer will not use Insights ADVISE for any other purpose, without performing any independent checks.

Insights ADVISE Purpose

Insights ADVISE allows Customer to tailor and brand Insights ADVISE for their company, promote the service to their End Users, build behavioral profiles of the End Users and access the behavioral profiles for the purpose of engagement with their End Users.

Use of Insights ADVISE

Once Customer agrees to these Terms, Customer is granted a limited, non-exclusive, non-assignable, non-sub-licensable and revocable license to access and use Insights ADVISE for the sole purpose of Customer enjoying the benefit of Insights ADVISE as provided by us, as long as Customer uses Insights ADVISE in the manner permitted by these Terms and in accordance with applicable laws or regulations.

Account Registration

Use of Insights ADVISE requires Customer to open an Insights ADVISE account («**Account**») via the Insights ADVISE service portal («**Service Portal**»). Customer must fully and truthfully register the required information including the placement on file of a valid credit card issued to Customer or of details for other means of payment accepted by us.

In the Account Customer will define the Account Users that may use Insights ADVISE on Customer's behalf. Customer acknowledges that all information, orders (e.g. regarding additional features), transmissions of data, changes of service, notifications, and the like that are sent to us via the Account shall be deemed to have been composed and authorised by Customer. It is Customer's responsibility that all Account Users comply with these Terms. Customer must keep the access rights up to date by adding and removing

Account Users as necessary and must update the Account, if Customer's or Account Users' information changes (e.g. contact e-mail address).

Customer is solely responsible for maintaining the confidentiality and security of Customer's login credentials and for any activities that occur through the use of Customer's login credentials. We will not be responsible regarding confidentiality and security on Customer's end of Customer's login credentials and for any activities that occur through the use of Customer's login credentials. If there is a risk of unauthorized use of login credentials by third parties, Customer must inform us immediately.

We reserve the right to verify Customer's information and identity at any time. If we have legitimate doubts as to the identity of Customer or the Account Users, we may suspend or block the Account in question without liability to Customer.

Service

Through the Insights ADVISE Service Portal we offer Customer the possibility to use different features made available by us, in order to build and access behavioral profiles of the End Users.

In general

Insights ADVISE is offered in different Plans and Pricing e.g. Individual, Team, Enterprise and other modified from time to time consisting of a number of Financial Advisors / Account Users («**Service Category**»). The scope of each Service Category and the corresponding remuneration is set out on the Service Portal.

Service categories

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Availability and support

We use commercially reasonable efforts to maintain our Insights ADVISE and to keep it operating on a twenty-four (24) hour, seven (7) day a week basis, free from bugs, errors, technical problems, or defects. If, at any time in the future, we identify any bugs, errors, technical problems, or defects, then we will assign technicians to address and resolve the issue.

If you become aware of an error, bug, or other technical problem, then you should notify us immediately of the incident and provide us with the following information:

- a) Description of the Incident. The specific sequence of events which generated the incident, and a full description;
- b) Description of Error Message. The exact wording of any error messages, if applicable; and

- c) Description of Discovery of Incident. Any special circumstances surrounding the discovery of the incident for which you are seeking technical support.

We cannot guarantee that your access to the Website will be uninterrupted, or that the Website will be available at all times. We can assume no liability or responsibility for any delay, interruption, or downtime.

We offer support during Swiss business hours via e-mail on support-ia@nviso.ai address and via the chat functionality available on the Service Portal.

Remuneration

Customer is charged for Insights ADVISE subscription in advance per month for the cost as set out on the Service Portal. The total fee is determined based on the total number of Financial Advisors / Account Users as defined by the Service Category the Customer has subscribed to.

The base fee covers the use of the Feature offering the ability to promote the service, create End User behavioral profiles and Account Users to access these behavioral profiles. We may provide other Features at additional cost.

Invoices are payable net within 14 calendar days and will be charged according to the payment method agreed (paragraph 3 above). All prices are exclusive of any taxes, duties and charges, including but not limited to withholding taxes and/or deductions, imposed under or by any governmental authority. Such taxes, duties and charges are all borne by Customer.

Monthly Billing, Cancellation and Refund Policy

You may cancel your subscription at any point in time. All cancellations requests are done using cancellation button found within the Service Portal under Subscription section. Once your request is received, you will be contacted by us to complete the cancellation process.

Please note that you must cancel your subscription before it renews for a subsequent billing period in order to avoid being charged for the following period's subscription fees. If you cancel your subscription, the cancellation will become effective at the end of the current monthly subscription period.

NVISO charges and collects in advance for use of our service. All services rendered are non-refundable. Once a Customer selects a Service Category and provides billing information, NVISO will calculate the monthly fee with the first payment due upon signing up. All subscriptions monthly, quarterly and yearly renew automatically on their renewal date according to the date of purchase until cancellation.

Refunds will not be provided for any subscription, we do not provide credits, refunds or prorated billing for subscriptions that are cancelled mid-month. In such circumstances, you will continue to have access to your Insights ADVISE account until the end of the monthly billing cycle.

Changes to Insights ADVISE

We reserve the right to adapt, amend, modify or change Insights ADVISE, including but not limited to the Features, Service Categories and the technical solution, at any time and in our absolute discretion.

Customer's responsibilities

Customer is solely responsible for procuring and maintaining the technology required for using Insights ADVISE including but not limited to all necessary hardware and software, the internet connection, the web browser and any necessary interfaces on Customer's end. We are not responsible or liable for the technology required for using Insights ADVISE. We are also not liable for damages or losses incurred by Customer as a result of transmission errors, technical defects, interruptions, malfunctions, or unlawful intrusions.

Customer is solely responsible for all the information, content and data that Customer stores, transmits, discloses, shares or otherwise makes available through Insights ADVISE and any consequences thereof. Customer represents and warrants that Customer has all the rights, power and authority necessary to store, transmit, disclose, share or otherwise make available any information, content and data through Insights ADVISE.

To use Insights ADVISE, Customer must not and procures that Account Users do not:

- Store, transmit, disclose, share or otherwise make available any information, content and data through Insights ADVISE that (i) is untrue, false; (ii) violates any applicable laws or regulations or these Terms; (iii) is harmful, fraudulent, threatening, obscene, libellous, defamatory, discriminatory, racist, violent, offensive, harassing, or otherwise objectionable; (iv) includes unauthorized disclosure of personal information; or (v) infringes on intellectual property rights of any third party;
- Use Insights ADVISE in any manner that could damage, disable, overburden or impair our technical infrastructure;
- Interfere with or disrupt Insights ADVISE or the security or integrity of networks, computers, communications systems, software applications, or NVISO's infrastructure;

Store, transmit, disclose, share or otherwise make available any information, content and data through Insights ADVISE which contains software viruses or any other computer code, files or programs designed to interrupt, destroy, change or limit the functionality of any computer software or hardware or telecommunications equipment.

Fair Use

We provide Insights ADVISE for normal business use. We will, at our discretion, monitor Customer's usage patterns and the amount of traffic generated and reserve the right to curtail or restrict Customer's use of Insights ADVISE or to take other appropriate measures if the determined usage is excessive or abusive, especially if Customer's behaviour causes the available service capacity to be severely compromised for other customers.

Intellectual Property

Customer has a license to use Insights ADVISE as specified in paragraph 2 above. Nothing in the Terms gives you a right to use our name or trademarks, logos, domain names, and other distinctive brand features. All rights, in particular, title, industrial property and copyrights regarding Insights ADVISE and any other rights of use not expressly assigned, are and will remain our and our licensors' exclusive property.

License to Your Content to NVISO

By uploading, posting or distributing Content to or through Insights ADVISE, you grant NVISO and its affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to use, display, store, process, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such Content on Insights ADVISE, in the manner in and for the purposes for which the Site from time to time uses such Content. You warrant and represent that you solely own all right, title, and interest in any Content that you provide to us, or that in the alternative, you have procured and will maintain all licenses necessary to authorize the rights set forth herein at no charge to NVISO.

Indemnification of NVISO

Customer must indemnify and hold us and our affiliates, shareholders, directors, officers, employees and third-party suppliers harmless from and defend us and our affiliates, shareholders, directors, officers, employees and third-party suppliers against any claim or demand, including reasonable attorneys' fees, made by any third party, including regulatory or other competent authorities, due to or arising out of Customer's access to or use of Insights ADVISE or violation of these Terms, Feature Terms or applicable laws and regulations. In particular, we are entitled to take appropriate measures (e.g., blocking access, suspending or deactivating the Account, terminating Customer's use Insights ADVISE) in case of improper use without liability to Customer. In the event of unlawful conduct, Customer may also face liability claims from us, injured third parties and/or criminal procedures and penalties on the part of the competent authorities.

Exclusion of Warranty

Unless explicitly stated otherwise in these Terms, we provide Insights ADVISE «as is». To the maximum extent permitted by law, we exclude all conditions, warranties, representations or other terms that may apply to Insights ADVISE, whether express or implied. Without limiting the generality of the foregoing, and to the maximum extent permitted by applicable laws and regulations, we exclude all conditions, representations, warranties or guarantees as to the accuracy, correctness, completeness and up-to-dateness of Insights ADVISE beyond explicit specifications in these Terms.

To the maximum extent permitted by applicable law, the provisions of these Terms are in lieu of all other representations, warranties or guarantees concerning the provision of, failure to provide or delay in providing Insights ADVISE that might, but for this clause, have effect between us and Customer or would

otherwise be implied in or incorporated into these Terms, whether by statute, common law or otherwise, all of which are hereby excluded.

To the maximum extent permitted by applicable law and Without limiting the generality of the foregoing, we specifically DO NOT represent, warrant or guarantee that Insights ADVISE will be uninterrupted or error free, and subject to the corresponding conditions, explicitly set out in these Terms. We have the right to interrupt Insights ADVISE at any time if we think this necessary (e.g. for updates, maintenance, corrections, security risks, risks of improper use, etc.). We will not be liable to Customer or any third party for any damages or losses resulting from any interruption or lack of availability of Insights ADVISE beyond availability targets and corresponding conditions explicitly set out in these Terms.

Limitation of Liability

To the maximum permitted by applicable law, we and our affiliates, shareholders, directors, officers, employees and third-party suppliers shall not be liable for any direct, indirect, incidental or consequential damages, for breach of any express or implied warranty, breach of contract, negligence, strict liability or under any other legal theory resulting from or in connection with Insights ADVISE or any use thereof, including, but not limited to, any damages arising out of loss of profits, loss of revenue, loss of data, loss of use of Insights ADVISE, down time and Customer's time, even if we or our affiliates, shareholders, directors, officers, employees and third-party suppliers have been advised of the possibility of such damages.

Security

We placed special emphasis on security when developing Insights ADVISE. Yet, we do not represent, warrant or guarantee that Insights ADVISE will be secure or free from bugs or viruses. Neither will we be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Customer's computer equipment, computer programs, data or other proprietary material due to Customer's use of Insights ADVISE. We will not be liable to Customer or any third party for any damages or losses resulting from any security issues of Insights ADVISE.

Data Protection

NVISO's privacy policy and cookie statement are applicable to our processing of Customer data when Customer visits NVISO portals and websites.

Both we and Customer are obliged to comply with the provisions of the Swiss Federal Act on Data Protection at all times in the course of our/its own processing of data and will oblige our/its employees, other auxiliary persons and third parties engaged to comply with it too. This includes the obligation to take appropriate technical and organizational security measures.

Where we process Customer data (incl. End User data and all data provided to us or made accessible to us by Customer) for the purpose of providing Insights ADVISE to Customer, we will be deemed to be a data processor commissioned by Customer and Customer will be deemed to be the data controller. Customer must ensure compliance with any laws and regulations that may be applicable to the data controller. If necessary, Customer is responsible, to inform End Users, Account Users and any other persons effected, about the processing of data relating to them and, if necessary, to obtain their corresponding consent. We assume no responsibility for compliance of the acts or omissions of Customer with any applicable laws and regulations.

We may disclose Customer data to third parties in Switzerland or abroad, as long as it is in connection with the provision of Insights ADVISE or debt collection concerning the service.

When we replace or dispose of our systems, we destroy all data pursuant to applicable law and regulations and those customary in the industry. Customer acknowledges that data on systems that are still in operation can only be destroyed to a technologically limited extent and/or at considerable expense. If Customer, during or after termination of its use of Insights ADVISE, insists that its personal data is destroyed rather than simply deleted, then Customer must compensate us for the actual expense incurred based on our applicable hourly or daily rates.

Confidentiality

Both we and Customer will treat confidentially all non-generally known information that each of us acquire in connection with the provision and use of Insights ADVISE or with the contractual relationship or concerning our or Customer's customer and business relationships. We and Customer will each oblige our employees and other auxiliary persons and engaged third parties to treat such information confidentially. Customer and NVISO will only make this information available to third parties as far as these Terms permit it, one of us expressly permits the other of us to do so, or it is required based on a court order or statutory duty. NVISO has the right to disclose the information within the NVISO Group as well as to commissioned third parties in Switzerland and abroad but, in the latter case, only as far as it is necessary in order for the third party to fulfil its contractual obligations.

Changes to the Terms

We reserve the right to modify, change and amend these Terms and impose new or additional terms or conditions on Customer's use of Insights ADVISE at any time in our sole discretion without liability to Customer. In the case we decide to modify, change and amend these Terms and/or Feature Terms, we will notify Customer of the relevant modification, change or amendment via email and by placing a notice on the Service Portal at least fourteen (14) calendar days prior to the modification, change or amendment becoming effective. If Customer disagrees with the relevant modification, change or amendment, Customer may terminate the Contract by notifying us via email to info@nviso.ch, deactivating the Account and discontinuing Customer's use of Insights ADVISE. If Customer does not deactivate its account, Customer's continued use of Insights ADVISE after we make changes to these Terms and/or Feature Terms will be deemed acceptance of the relevant modification, change or amendment.

Discontinuation of Insights ADVISE

We reserve the right to discontinue Insights ADVISE (or any part, service or content thereof) at any time in our sole discretion without liability to Customer. In the event we decide to discontinue Insights ADVISE (or any part, content thereof), we will notify Customer of the discontinuation by email and place a discontinuation notice on the Service Portal at least two (2) months before the discontinuation becomes effective.

How the Use of Insights ADVISE can be terminated

These Terms and will continue to apply to Customer's use of Insights ADVISE until terminated by either Customer or us, as follows:

Customer may terminate these Terms and at any time for any reason per the end of each month by notifying us via email to info@nviso.ch.

Subject to a notice period of two (2) months, we may terminate these Terms at any time for any reason per the end of each month by notifying Customer via email and by placing a notice in the Account.

In the event we have reasonable grounds to suspect that Customer or Customer's use of Insights ADVISE violates any applicable laws or regulations, these Terms or the Feature Terms, we have the right to immediately:

- Terminate these Terms;
- temporarily or permanently deactivate the Account;
- decline Customer's request for current or future access to and use of Insights ADVISE.

The termination of these Terms terminates Customer's license to access and use Insights ADVISE and we will deactivate the Account.

No Professional Advice

The information available on the Insights ADVISE is intended to be a general information resource regarding the matters covered and is not tailored to your specific circumstance. You should not construe this as legal, accounting or other professional advice. This Website is not intended for use by minors. YOU SHOULD EVALUATE ALL INFORMATION, OPINIONS AND ADVICE AVAILABLE ON THIS WEBSITE IN CONSULTATION WITH YOUR INSURANCE SPECIALIST, OR WITH YOUR LEGAL, TAX, FINANCIAL OR OTHER ADVISOR, AS APPROPRIATE.

Applicable Law and Jurisdiction

The contractual relationship between Customer and us, including these Terms, is subject to Swiss law exclusively waiving the conflict rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

The sole place of jurisdiction regarding any and all disputes arising from or in connection with NVISO and the Customer's contractual relationship shall be Lausanne, Switzerland. However, NVISO may take legal action against Customer at the latter's place of registered office. The foregoing is also subject to each of the Parties' right to file a third-party action against the other Party in the court having jurisdiction over the main action, but only if the court is located in Switzerland.

How to contact us and form of communication

If Customer have any questions or concerns about NVISO or these Terms, Customer can contact us via email on info@nviso.ch or by regular mail to the following address: NVISO SA, Building D, EPFL Innovation Park, 1015 Lausanne, Switzerland.

Where the present Terms and other contractual documents refer to the written form, e-mail or communication via the respective service portal shall suffice for purposes of fulfilling the writing requirement.

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Insights ADVISE is a product of NVISO SA

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