

General Terms and Conditions of Use

(version of 1st November 2023)

The present General Terms and Conditions of Use (hereinafter referred to as the “**General Conditions**”) inform you of the conditions under which natural persons or legal entities as duly represented by a natural person (hereinafter referred to as the “**User**” or “**Users**”) may use the website available under the following domain name: <https://ur-ip.com> or under any other domain name with the mention “ur-ip”, and the associated pages making it up (hereinafter referred to as the “**Website**”).

The User is invited to read the present General Conditions carefully before using the Website. By using the Website, the User agrees to be bound by the present General Conditions. Insofar as these may be updated, the User undertakes to read these General Conditions regularly and acknowledges that the General Conditions applicable to him/her are those available on the Website at the time he/she uses it.

Unless specifically indicated in these General Conditions, the singular shall include the plural and the plural the singular; and any of the masculine, feminine or neuter shall include any other of the masculine, feminine and neuter.

I. The Company

DataTech Sàrl, a limited liability company, is registered in the Swiss Commercial Register under no. CHE-172.190.839 with its registered office in Geneva, Switzerland (hereinafter referred to as the “**Company**”) and owns the Website and platform accessible, in particular, under the domain name <https://ur-ip.com> or under any other domain name with the mention “ur-ip”.

The Website is hosted by Infomaniak Group SA a company registered with the Swiss Commercial Register under no. CHE-114.879.523, with its registered office in Les Acacias, Geneva, Switzerland.

II. The Services

II.1 General information

Depending on the type of subscription chosen by the User, the Company enables the latter to constitute proofs of existence (anteriority) of his/her creations, works and/or projections using the Solana, Ethereum and Bitcoin blockchain technologies and to benefit from various associated services of file management (all hereinafter referred to as the “**Services**”).

The registration to the Website is free of charge. The Solution is granted to the User in the form of an online access to a web platform via a login and password, and with an optional multi-factor identification. For further information, the User is referred to the FAQ (Frequently Asked Questions) page available on the Website.

The Services may be applied to any kind of data, files or other dematerialized assets, such as but not limited to intellectual property rights (like copyrights and related rights, patents, trademarks, designs, trade secrets, know-how, indications of sources, or any other proprietary rights (all hereinafter referred to as "**Dematerialized Assets**"), whatever their format and file type (be it data, text, audio, video, etc.).

The User acknowledges and accepts that:

1. when using the Services, he/she is at least 18 of age or acts through a legal representative;
2. when using the Services on behalf of a legal entity, he/she duly has the authority to act on behalf and in the name of the concerned entity;
3. the Company reserves the right, at its sole discretion, to modify or replace the present General Conditions at any time. If the modifications thereof would constitute an important change in the Services - knowing that the notion of an important change shall be determined at the sole discretion of the Company -, the Company will notify the User by posting an announcement on the Website and/or by notifying the User by e-mail;
4. the Services are provided on an "as-is" basis and that the Company does not assume any responsibility for their eventual slowness - knowing that the delivery of a Certificate (see below **II.2 b**) is based on the actual speed of the blockchain used at the time such Certificate is requested as well as on the User's internet connection speed -, as well as for the deletion, mis-delivery or failure to store any data or settings of the User notably due to, but not limited to, wrong e-mail indications by the User;
5. the Services are based on the blockchain technology - and notably on the Solana, Ethereum and Bitcoin blockchains - which is known to be an innovative and highly effective technology for replacing traditional means of anchoring events and proving anteriority;
6. from time to time, the Services may eventually be interrupted due to network and/or server update or maintenance, or for any other reason beyond the Company's control, including but not limited to cases of force majeure.

II.2 Data storage and proofs of anteriority

The Company provides each User with a dedicated personal storage space, access to which is conditional upon the creation of an account (hereinafter the "**Account**") under the conditions set out in Article **III.2** below and upon subscription to one of the monthly or annual subscriptions offered on the Website. Once the Account has been created, the User may use the Services offered on the Website, depending on the package subscribed to by the User, such as:

- a) the storage and management of data, files and other Dematerialized Assets within the User dashboard, for upload, download, classification by file type and deletion;
- b) the creation of proofs of the existence of said data, files and other Dematerialized Assets anchored in the blockchain by the User, both in terms of

their integrity and their dating, in particular by the issue by the Company of a pdf document entitled "**Certificate**", intended to provide to any third party with a proof of the anchoring, in the blockchain, of the data, file or Dematerialized Asset concerned.

The User hereby understands and accepts that the functionality of storing data, files and other Dematerialized Assets is offered by the Company to facilitate the use of the Services but does not constitute a commitment by the company with regard to the retention and return of the data, files and other dematerialized goods concerned. Particularly, the User acknowledges that the Company cannot be held liable in any way for the wrongdoing of the User in the storage of such data, files and other Dematerialized Assets, notably as regards an involuntary deletion of said data, files and other Dematerialized Assets by the User. The User is therefore strongly advised to keep exact duplicates of his/her data, files and other Dematerialized Assets outside of his/her customer area, in particular so as to always have an additional means of validating a Certificate in the event that - despite the warning provided to this effect on the Website - he/she inadvertently deletes in his/her customer area (dashboard) the particular data, file(s) and other Dematerialized Asset(s) from which the Certificate is based.

II.3 Declarations by the User

The User understands and agrees that the Company does not control nor endorse any data, files or other Dematerialized Assets uploaded by the User on the Website.

The User understands and agrees that the Company, as a provider of the Services, only registers declarations of ownership of rights or interests on the blockchain. In this context, the Company does not intervene or interfere at any time in the type and/or quantity of declarations made by the User.

The User understands and agrees that the Company has no knowledge or control over, nor can it monitor, said declarations, data and/or files thus used or stored by the User on the platform. The Company only enables these declarations, data, files or other Dematerialized Assets to be stored on its servers and recorded on the blockchain. Particularly, the Company allows the User to demonstrate that, at a given moment in time, he/she has associated his/her identity with an idea (or a work). Thus, unlike a third party who would claim, for example - days, months or years after the User issued Certificates - that the User had stolen said third party's idea or work, the User would have the irrefutable proof that he/she knew about the concerned idea or work before the third party did.

The User understands and agrees that the Company cannot be held responsible for any illicit nature of the declarations made by the User and for any illicit nature of the data, files or other Dematerialized Assets stored on the User's personal storage space.

The User is solely responsible for all activities carried out on the Website and for his/her use of the Services. It is therefore the User's responsibility to ensure that he/she has all the rights, authorizations and/or permissions required for said activities and for his/her use of the Services insofar as he/she is the only one to know whether he/she is recording the actual and true situation regarding the existence and ownership of these rights, authorizations and/or permissions.

In summary, the User understand, knows and expressly accepts that the Services constitute an innovative, effective and modern solution for proving the existence and date of conception/creation of (or participation in) the User's data, files or other Dematerialized Assets. In particular, the User understand, knows and expressly accepts that the proper functioning of the Services depends on a responsible and honest use of the Services by the User, that is, notably:

- 1) the User's responsible management of his/her own data, files or other Dematerialized Assets,
- 2) the protection of said data, files or other Dematerialized Assets of which the User is the actual creator, owner or co-creator or co-owner and/or for which he/she has the required authorizations, and
- 3) the communication of accurate, complete and honest information to the best of the User's knowledge.

The User understands and agrees that failure to comply with these requirements, and in particular any misrepresentation and/or misuse and/or misappropriation of third-party data, files or other Dematerialized Assets by the User would run counter to the objective pursued by the Website and the Company, namely the registration of proofs of anteriority on a blockchain, in a decentralized manner and worldwide, with the aim of protecting the authorship of ideas and all forms of creation and design of products and services in pure good faith and in a fundamentally honest manner.

III. Use of the Website, creation of the customer area and ordering of a monthly or annual subscription

III.1 General information

By using the Website, with or without creating a free of charge customer area (login), and with or without taking out a subscription, the User accepts and acknowledges having read the present General Conditions and accepts them unreservedly.

Insofar as certain Services accessible on and/or from the Website may be subject to specific conditions of use and/or sale, the User hereby accepts and acknowledges that in the event of any contradiction between the present General Conditions and said specific particular conditions, the latter shall prevail over the present General Conditions.

The User understands and agrees that the present General Conditions are subject to change, which the Company reserves the right to do at any time. The General Conditions in force are those accessible on the Website each time the User connects to the Website. The Company will inform the User of any significant changes to the General Conditions and will invite him/her to read the updated General Conditions by means of a message on the Website or by e-mail.

III.2 Website registration and login creation

As a natural person registering on the Website and/or using the Website on behalf of a legal entity that he/she represents, the User declares that he/she has the necessary authorizations for this purpose.

The User acknowledges that the information communicated to the Company by the User as part of the registration process is treated by the Company as strictly confidential.

The use of the Services offered on the Website is subject to the creation of a free of charge Customer area, with or without multi-factor identification, as well as to the subscription of a monthly or annual package or the purchase of single Certificates. The User undertakes to provide only information that is specific to him/her, or to the legal entity that he/she represents, that is accurate and up to date, that is licit, that does not contravene public order and/or morality and that does not infringe any third parties' rights.

The User's login and password are personal to him/her and remain his/her sole responsibility. The User is solely responsible for the safekeeping of said login details and password and for any risk of usurpation, loss of control and/or forgetfulness. In this respect, the User declares that he/she has taken - and continues to undertake to take - all necessary precautions to ensure the confidentiality, security and proper use of these identifiers and passwords in order to prevent their disclosure to unauthorized third parties. The User remains solely responsible for the use by any other person of his/her login details and password and, in particular, for any operations carried out via his/her account by any third party.

Any connection to the Website via an account and/or transmission of data and/or purchase made from a User's account is presumed to have been made by the holder of the said account and under his/her exclusive responsibility. In the event of fraudulent use of the User's password and/or identifier, the User undertakes to inform the Company in writing as soon as possible.

Once registered, the User is given a free storage space of one (1) giga byte (Gb) for as long as he/she has not taken out a monthly or annual subscription as available on the Website. Simultaneously, the Company confirms the creation of the User's account by sending a confirmation request to the e-mail address provided in the registration form.

The User understands and agrees that the Company collects personal data concerning him/her for the purposes of registration and proper delivery of the Services. This collection and processing, carried out by the Company to enable access to the Website and use of the Services offered therein, are carried out in particular in compliance with (1) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR"), as well as (2) the Swiss Federal Data Protection Act of September 25, 2020 (status as of 1st September 2023).

At any time, the Company may - and is never obliged to - request the User to confirm any of the information provided on the Website during the registration process about his/her identity and authorization to create an account for and on behalf of a particular legal entity. Should the User provide incorrect information or refuse to comply with the Company's requests, the Company may at its sole discretion and without notice delete the User's account.

III.3 User's conduct

1. General Information

The quantity and type of data, files or other Dematerialized Assets uploaded to the Ur-Ip platform are the sole responsibility of the User. The User understands and accepts that the Company has no control over such data, files or other Dematerialized Assets submitted to the Ur-Ip platform.

2. User's commitments

The User particularly undertakes:

- not to use the Services to upload any data, files or other Dematerialized Assets that he/she does not have the right to use or to transfer without authorization, in particular but not limited to any data, files or other Dematerialized Assets that may infringe or violate any copyrights and related rights, patents, trademarks, designs, trade secrets, know-how, indications of sources, or any other proprietary right of any party;
- not to use the Services to violate, intentionally or unintentionally, any kind of local, state, national or international law or regulation;
- not to upload any illegal or illicit content, data, files or other Dematerialized Assets to his/her customer area;
- not to disrupt or interfere with the Services or the networks or servers connected to the Services, nor to contravene the rules or procedures of the networks or servers connected to the Services;
- not to copy, duplicate, reproduce, exchange, sell, or exploit in any other way and for any purpose whatsoever, whether commercial or not, all or part of the Services, access to the Services or their use.

3. Company's release and indemnity

The User hereby expressly and irrevocably releases the Company, its affiliates and their directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from any and all actions, causes of action, suits, proceedings, liabilities, debts, judgments, claims and demands whatsoever in law which he/she ever had, now has, or may have in the future, for or by reason of, or arising directly or indirectly from the User's use of the Website and the Services.

The User hereby agrees to indemnify and hold harmless the Company, its affiliates and associates, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from and against any and all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), as well as reasonable attorneys' fees, resulting from or arising out of (i) any breach of these General Conditions, (ii) any content included on the Website, (iii) the

use of the Services, by the User or by any person using the User's account, or (iv) any violation of any third party's rights.

III.4 Membership Subscriptions

1. General Information

The Company offers the User the option of subscribing to one of the various subscription packages enabling him/her to access the Services offered on the Website. The contents and practical details of each subscription package are detailed on the Website.

Subscription packages may be modified by the Company at any time. For existing subscriptions, changes apply shortly after the relevant announcement by the Company to all Users.

Subscribing to a subscription package involves a series of steps on the Website, enabling the User to check the details of the chosen package - including a description of the associated Services, their duration and price - before confirmation and payment.

2. Payment process

Payment is made exclusively online and by credit card bearing the User's identity or that of the legal entity he/she represents. Soon, it will also be possible to make payments in Bitcoin or Ether.

In any case during the payment process, the Company never has access to the User's credit card number - nor any other payment information - and hence does never store it. When making a payment, the User accesses an external secure server certified by an international payment system. The user is asked to provide his/her credit card number. The transaction is then carried out in compliance with standard banking security operations.

When indicating his/her credit card number, the User accepts that his/her credit card shall be debited following the User's click on the desired subscription package and/or on the single Certificate purchase(s) on the Website. If the payment is not authorized by the User's Credit card company, the amount corresponding to the desired subscription or to the desired number of single Certificate will not be debited. Finally, once payment has been made, the Company will acknowledge receipt of the corresponding amount to the e-mail address provided by the User in his/her login details.

Once payment has been received by the Company, the latter undertakes to allow the User to use the Services associated with the package subscribed to for the agreed duration or with the desired number of single Certificates, except in the event of extraordinary termination according to art. III.4.5. below.

3. Subscription duration

The subscription begins on the date on which the User takes out a subscription and is taken out for an indefinite period, unless otherwise stated in the offer. Either party may

terminate the subscription at any time, subject to a thirty (30) days' notice by e-mail from the date of the subscription termination request via the Website.

4. Normal or early Subscription termination

Early termination of a subscription does not result in the deletion of all data, files, other Dematerialized Assets and Certificates received in the User's customer area. As long as the User has a login, he/she can continue to view and download these data, files, other Dematerialized Assets and Certificates.

If the User decides to terminate his subscription early or not to renew it at the end of its term, he/she will no longer be able to use the associated Services on the Website and the dedicated space in his/her dashboard from that date.

When a subscription expires, the User must renew it if he/she wishes to continue to use the Website and the Services. Once a subscription has expired, the User retains all data, files, other Dematerialized Assets and information present in his customer area (storage space) and is still able to upload and download files but can no longer generate new Certificates from existing or new files.

Any early termination will not give rise to any refund of the price previously paid by the User to the Company. Should the User wish to switch from one subscription package to another, the price of the new subscription will be invoiced *pro rata temporis* for the remaining time of the current month, in place of the price of the old subscription package for the same duration.

5. Extraordinary Subscription termination

In the event of a breach by the User of his/her obligations under these General Conditions, and in particular in the event of the provision of non-compliant identification or personalization data and/or inaccurate or out-of-date identification information and/or in the event of infringement of third-party rights and/or violation of applicable laws and regulations and/or infringement of public morality or order, the Company may, at any time, subject to a ten (10) days' notice by e-mail to the User, exclude any User from the Website, terminate his/her registration and, where applicable, his/her subscription, and delete his/her account, without prejudice to any damages the Company may claim in this respect.

III.5 Deletion of the User's Account

If the User deletes his/her Account, or if his/her account is deleted by the Company according to art. III.4.5. above, he/she loses the current subscription if he/she has not cancelled it beforehand.

Deletion of the customer area also implies the definitive deletion of all data, files, other Dematerialized Assets, Certificates and login information provided by the User on the Website and still hosted on it or on the platform. It is therefore the User's responsibility to ensure that all such data, files, other Dematerialized Assets, Certificates and login information belonging to him/her have been recorded by any appropriate means prior to the deletion of his/her customer area.

It is therefore the User's sole responsibility to inform any co-creator, co-author or other participant in any data, file, creation, work or Dematerialized Asset of the deletion of his/her account and the consequences thereof.

The Company may however retain metadata and information relating to the User's use of the Website, to the exclusion of any personal data relating to the User.

IV. Miscellaneous

Should any provision of the present General Conditions be declared invalid or unenforceable by a competent court, it shall be deemed unwritten, and all other provisions of these General Conditions shall remain in full force and effect unless its unenforceability materially affects the balance of these General Conditions.

Heading and sub-headings present in these General Conditions are for reference only and do not affect the interpretation of said General Conditions.

The fact that the Company does not avail itself of the benefit of a right or of a breach by a User of any of its obligations under these General Conditions shall not be construed for the future as an abdication or waiver by the Company of the obligation in question.

The present General Conditions are expressly governed by Swiss law. Any dispute relating to the use of the Website and the Services by any User, concerning the said General Conditions, their interpretation or their execution, in the absence of an amicable agreement reached following the occurrence of such a dispute, shall fall within the exclusive jurisdiction of the Courts of Geneva, Switzerland, notwithstanding the plurality of defendants, actions or appeals, even for provisional measures, with the exception of appeals to the Swiss Federal Court.