



SPOTLIO Terms of Service

Table of Contents

1. General	3
2. Product Access and Delivery of Services	3
3. Subscriptions, Services and Other Fees Payment Conditions	4
4. Customer Support	5
5. Availability of Products	5
6. Remote Access	5
7. Modifications and Third Party Providers	5
8. Non-conformity Notification	6
9. Publicity	6
10. Copyright and Trademark Information	6
11. Product Data Privacy and Security	6
12. Use of Content	7
13. Your Consent, Content and Submissions	8
14. Code of Conduct	9
15. Term	10
16. Limited Warranty	10
17. Limitation of Liability	11
18. Indemnity	11
19. Links to Third-Party Websites	11
20. No Implied Endorsements; Open Positions on Careers Pages	12
21. Notice and Take Down Procedures; Copyright Agent	12
22. Subscription Renewal and Termination	13
23. Suspension for Prohibited Acts, Present Harm and Non-Payment	13
24. Effect of Termination or Expiration	14
25. Force Majeure	14
26. Language	14
27. Precedence	14

28. Miscellaneous	14
29. For Additional Information	15

PLEASE READ THE SPOTLIO TERMS OF SERVICE AND ALL REFERENCED OR LINKED MATERIALS CAREFULLY BEFORE USING ANY SPOTLIO PRODUCT, AND BEFORE ACCEPTING OUR OFFER AND BEFORE DISTRIBUTING SPOTLIO MOBILE APPS. BY USING OUR WEBSITE OR OUR PRODUCTS OR OUR MOBILE APPS, YOU INDICATE YOUR ACCEPTANCE OF ANY UPDATES TO THESE TERMS AND CONDITIONS.

Our products and product offers (“Product” or “Products”) can provide various software as a service (“SaaS”) tools, APIs and other software and software development services (“Services”), Mobile Apps for Smartphones (“Apps”), consulting and business services (“Consulting Services”), all of which are more thoroughly described on our website at www.spotlio.com (together with any related sub-domains, the “Website”). Our Product is continuously evolving and the form and nature of the Product and its elements may change from time to time without prior notice. These terms of service (these “Terms”) are a legal agreement (“Agreement”) between you together with the business entity, if any, that you represent, (“Customer” or “You” or “Your”) and SPOTLIO AG, with its office in St. Moritz (Switzerland) and its subsidiaries and affiliates (all described as “spotlio.com” or “SPOTLIO” or “we” or “us” or “our”), establishing the terms and conditions under which You will access and use our Products and/or distribute Apps (i) which are publicly accessible or (ii) to which You have access pursuant to our purchase options, and/or subscription plans that You have selected, and/or (iii) an offer You have accepted.

BY ACCESSING OUR WEBSITE OR USING OUR PRODUCTS AND/OR DISTRIBUTING OUR APPS, YOU AND THE BUSINESS ENTITY THAT YOU REPRESENT, IF APPLICABLE, ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUSINESS ENTITY YOU REPRESENT. YOU HEREBY COVENANT TO ENSURE THAT ALL USERS THAT GAIN ACCESS TO THE OUR WEBSITE, OUR PRODUCTS AND OR OUR MOBILE APPS FROM YOU ARE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN DO NOT ACCESS AND/OR USE THE WEBSITE, PRODUCTS AND/OR MOBILE APPS.

You may not access Products for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes without our prior written consent.

1. General

We expect our Website, our Product and our Apps will change significantly over time. If you do not agree to any of these changes it is your responsibility to unsubscribe from our Website, Products or Apps.

Your right to use them is limited in scope, revocable, personal, non-transferable, non-sublicensable and non-exclusive. Provided that you comply at all times with the terms of this agreement, subject to the limitations set forth herein, SPOTLIO will provide you with access to our Product. You are responsible for obtaining any equipment and internet service necessary to access the Product.

You are solely responsible for the goods or services that you may sell through our Website, Products and Apps (including description, price, fees, tax that you calculate, defects, required legal disclosures, regulatory compliance, offers or promotional content), including compliance with any applicable laws or regulations. You are responsible for Your online shop, the goods or services you sell, and your relationship with your customers, not SPOTLIO.

2. Product Access and Delivery of Services

You will receive access to our Products on either a free or fee basis, as You agree to pricing and payment conditions in the ordering process or by accepting an offer or pay an invoice or as you access via our Website, as described on our Website or in our offer.

Our Services, as a part of our Product offer, include recurring services (e.g. App Reputation Management, Premium Image Processing) and one-time services (e.g. Custom Feature Developments, hours for custom design or platform management). All results of Services that we deliver to customers are respected as sole intellectual property of SPOTLIO.

Expedited Services, like Custom Feature Development, are not available for all accounts and all requests. The readiness to deliver expedited Services must be approved by SPOTLIO at its sole discretion by accepting e.g. a scope of work document and by invoicing this Service. Customer understands and agrees that the use of expedited Services does not guarantee that the Service results will be

completed more quickly than they would be without the use of the expedited Service. The expedited Service fee only ensures that SPOTLIO will make reasonable efforts to more quickly assign professional hours to the Service in an effort to facilitate usual platform design and development quicker than would be the case under the ordinary platform developmental process.

3. Subscriptions, Services and Other Fees Payment Conditions

Subscription fees have to be paid in full prior to the beginning of the subscription period. Monthly fees for revenue and activity-based subscriptions are invoiced after the month ends and have to be paid in full within 30 days. Yearly fees for revenue and activity-based subscriptions are invoiced in advance in the month before the next 12 months period starts and have to be paid in full within 30 days. The fee is calculated based on the previous 12 months' revenue and/or activity (e.g. average of monthly active users).

SPOTLIO may provide one-time and recurring Services to Customer pursuant to an accepted offer or an invoice. Fees for these Services are in addition to Customer's subscription fees for the subscription services and are payable at the start of the engagement, or as otherwise set forth in the offer and its financial terms.

Unless otherwise agreed, all Services and Consulting Services are performed remotely. For any service performed on-site, the Customer will reimburse SPOTLIO its reasonable cost for all expenses incurred in connection with the performance of any Consulting Services performed at a location other than SPOTLIO's office, including but not limited to, travel time, travel, meals and lodging expenses. SPOTLIO will obtain Customer's authorization prior to incurring any expense in excess of 200€.

Setup, Service and recurring Product fees are invoiced after SPOTLIO receives the order and have to be paid in full within 30 days.

Hours purchased as part of a Service and Consulting Service are nonrefundable and expire as set forth in the invoice or offer, but in any case no later than one hundred and eighty (180) days from the date of purchase. Any invoices or other

requests for reimbursements will be due and payable within thirty (30) days of receipt of the invoice.

If Customer does not respond to SPOTLIO communications and, as a result, we are not able to start or complete the project, Customer is still responsible for all fees incurred including, but not limited to, design purchase price, set-up fees, Services purchased and monthly subscription charges that begin accruing from date of sale.

Should circumstances arise that make it impossible to complete the portion or portions of a Product, including but not limited to Customer's failure to provide SPOTLIO with requested information in a timely manner, SPOTLIO reserves the right to change the estimated date of completion accordingly or to cancel delivery of the Product and refund a portion of the Product fee to Customer. In no case shall the portion of the Product fee to be refunded be greater than fifty percent (50%) of the Product fee. Regardless of whether work is completed by the estimated date of completion, Customer remains liable to SPOTLIO for any and all other charges related to the delivery of Products.

All the fees described in this clause are exclusive of applicable national, federal, state, local or other sales, goods and service taxes. For the avoidance of doubt, all sums payable by You to SPOTLIO under these Terms of Service will be paid free and clear of any deductions or withholdings whatsoever.

4. Customer Support

Support level for Customer's use of the Product is depending on the chosen Product. Phone support for the Product is available 8AM to 8PM Central European Time (UTC+1), Monday through Friday. SPOTLIO accepts webform support questions 24 hours per day x 7 days per week through the SPOTLIO support center. Webform responses are provided during phone support hours only. SPOTLIO attempts to respond to webform support questions within one business day; in practice, SPOTLIO's responses are generally even faster. SPOTLIO does not promise or guarantee any specific response time.

5. Availability of Products

SPOTLIO shall use commercially reasonable efforts to make the Products and Website available 24 hours a day, 7 days a week every week of the year except for planned or announced downtime for maintenance.

6. Remote Access

Customer will have to provide SPOTLIO access to Customer's computers via remote data communications and by visits to Customer's sites as reasonably required for SPOTLIO to deliver its Products. All supplies, information and computer resources, including software licenses for the benefit of Customer required to deliver the Products shall be provided to SPOTLIO at Customer's expense.

7. Modifications and Third Party Providers

SPOTLIO modifies the Product from time to time, including by adding or deleting features and functions, in an effort to improve its Customer's experience. Nothing in this Agreement shall prohibit SPOTLIO from making such changes to the Product, provided that no such change to the Product shall materially reduce the functionality of the Product provided to Customer. . If you do not agree to any of these changes it is your responsibility to unsubscribe from our Website, Products or Apps.

SPOTLIO reserves the right to provide some or all elements of the Product through the use of Third Party Providers as listed in the [SPOTLIO Data Processing Addendum](#).

8. Non-conformity Notification

Customer shall have five (5) days from the delivery of any Product to notify SPOTLIO of any non-conformity with the specifications set forth in the Website or applicable accepted offer. If Customer notifies SPOTLIO of a non-conformity during this five (5) day period, and upon review SPOTLIO confirms such a non-conformity exists, SPOTLIO will make commercially reasonable efforts to correct or remedy any such non-conformity. If, at the conclusion of this five (5)

day period, Customer fails to notify SPOTLIO of a non-conformity, any Product is deemed to have been accepted by Customer.

9. Publicity

Customer grants SPOTLIO the right to add Customer's name and company logo to its customer list and Website. Except for the foregoing, neither party may use the other party's name or logo without the other party's prior written consent.

10. Copyright and Trademark Information

This Website, and the information which it contains -except Your information- and the Apps -without the information they contain- are the property of SPOTLIO and its affiliates and licensors, and are protected from unauthorized copying and dissemination by Swiss copyright law, trademark law, international conventions and other intellectual property laws. By way of example only, and not as a limitation, "SPOTLIO" and our logo are registered trademarks of Spotlio AG, under the applicable laws of Switzerland, the EU, the United States and/or other countries. Other Product or Service names or logos appearing in this Website are either trademarks or registered trademarks of Spotlio AG and/or its affiliates. The absence of a Product or Service name or logo from this list does not constitute a waiver of our trademark or other intellectual property rights concerning that name or logo. All other Product names are trademarks or registered trademarks of their respective owners.

11. Product Data Privacy and Security

SPOTLIO as a Data Controller and/or Data Processor will not use, or allow anyone else to use, Product Data to contact any individual or company except as directed by Customer. SPOTLIO will use Product Data including Personal Data only in order to deliver the Product to the Customer and only as permitted by applicable laws, this Agreement, the [SPOTLIO Privacy Statement](#), and the [SPOTLIO Data Processing Addendum](#). SPOTLIO will not use Product Data for any other purpose.

SPOTLIO may monitor use of Products and Apps by all of its Customers and use data related to such use in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Products and Apps. Customer agrees that SPOTLIO may use and

publish such information, provided that such information does not incorporate any Product Data and/or identify Data Subjects.

SPOTLIO will maintain commercially appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Product Data including Personal Data of Data Subjects. Customer consents to the processing of Product Data outside of the European Economic Area. If you are in Europe, the UK, or Switzerland, your personal information is controlled by Spotlio AG, placed in Switzerland. In this case, the Commission Decision of 26 July 2000, pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequate protection of personal data provided in Switzerland shall apply.

Your information is then sent to other SPOTLIO locations and to service providers who may be located in other regions, including the United States. When we send your personal information outside of Europe, we do so in accordance with European law.

Upon request by Customer made within thirty (30) days after the date of termination or expiration of this Agreement, SPOTLIO will provide Customer with temporary access to the Products to retrieve all Product Data, or SPOTLIO will provide Customer with copies of all Product Data in its possession or control at that time. After such a thirty (30) days period, SPOTLIO shall have no obligation to maintain or provide any Product Data and may thereafter, unless legally prohibited, delete all Product Data in its systems or otherwise in its possession or control.

12. Use of Content

(a) The Apps, Website and Products and all portions there of are the property of SPOTLIO AG and/or its affiliates or licensors, and are protected from unauthorized use and infringement by intellectual property laws. Product or Product names are trademarks or registered trademarks of their respective owners. Subject to the terms and conditions of this Agreement, SPOTLIO hereby grants to You a limited, non-transferable, non-exclusive, non-sublicensable, right and license to access and use the Content (as defined below) and Products as permitted in the following section.

(b) You may use the Apps, Website and Product, and view, copy, download, and print content obtained via the Apps and Product (“Content”), subject to the following conditions: (i) the Website, Product and Content may be used solely for Your legitimate personal purposes, no part of the Website, Products or Content may be reproduced, transmitted or otherwise distributed in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose; and (ii) patent, copyright, trademark, and other proprietary notices may not be removed from the Products or any Content or other materials obtained from the Products without our prior acceptance.

© You shall not: (i) modify, adapt or create derivative works based on the Website, Apps, Products or Content; (ii) “frame” or “mirror” any Content; or (iii) disassemble, reverse engineer, or decompile the Products or Content, or access the Apps, Website, Products or Content in order to build or provide a competitive product or service, build a product or service using similar ideas, features, functions or graphics, or copy any ideas, features, functions or graphics.

(d) If you violate any of these Terms and Conditions, your permission to use the Product automatically terminates and you must immediately destroy any copies you have made of any portion of the Product.

13. Your Consent, Content and Submissions

As a Data Controller You give consent that SPOTLIO acts as a Data Processor of your Customer Data including Personal Data of your users as Data Subjects if needed to deliver the Products.

You agree that You will not, and you will not authorize SPOTLIO to upload or transmit any communications or files, materials, data, text, audio, video, images, photos or other content of any type to this Website or the Products (collectively “Your Content”) that infringe or violate any rights of any party. By submitting Your information, offers, ideas, concepts, inventions, or Your Content to this Website or our SaaS tools, you agree that such submission is non-confidential for all purposes.

If You make any submission to this Website or to our SaaS tools or if You submit Your content, business information, offer, idea, concept or invention to SPOTLIO

by e-mail, You hereby grant and, where applicable, warrant that the owner of such content or intellectual property has expressly granted SPOTLIO and all Customers and Suppliers a non-exclusive, royalty-free, transferable, sub-licensable, perpetual, irrevocable, worldwide license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display Your Content in any manner.

14. Code of Conduct

You may not use the Products and Apps to:

- I. transmit any information, data, text, images, files, links, software, chat, communication or other content that is, or which SPOTLIO considers in its sole discretion to be, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, hateful or threatening to any group defined by race, religion, gender, national origin or sexual orientation, or otherwise objectionable, including without limitation blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, excessively violent, harassing or otherwise objectionable content;
- II. impersonate any person or entity or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- III. harm, stalk or otherwise harass people in any way;
- IV. invade the privacy or violate any personal or proprietary right (including intellectual property rights) of any person or entity
- V. make available any information that You do not have a right to make available under any law or under contractual or fiduciary relationships;
- VI. make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- VII. make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- VIII. interfere with or disrupt the Product or servers or networks connected to the Product, or disobey any requirements, procedures, policies or regulations of networks connected to the Product;

- IX. sell or promote controlled pharmaceutical substances, tobacco, fire arms, or alcoholic beverages;
- X. display or transmit material that exploits children under 18 years of age without our prior acceptance;
- XI. post or transmit any content or otherwise infringe in any way or violate any copyright, patent, trademark, service mark, trade name, trade secret or other intellectual property right of any third party;
- XII. intentionally or unintentionally violate any applicable local, state, national or international law; and/or
- XIII. collect or try to collect Personal Data about other Data Subjects in connection with the prohibited conduct and activities set forth in paragraphs above.

We may or may not pre-screen data provided by users and/or through selected service providers, but we and our designees shall have the right (but not the obligation) to pre-screen, refuse, or move any data that is available via our Apps and Product. Without limiting the foregoing, we and our designees shall have the right to remove any data or Content related to the Products that violates these Terms or is otherwise objectionable.

15. Term

This Agreement shall commence on the earlier of the date You accept these terms and conditions, by accepting an offer or an invoice or the date You first used the Website, Apps or Products. Notwithstanding the foregoing, SPOTLIO may stop temporarily or permanently providing the Website, Products and Apps or any features within the Website, Products or Apps to You or to users generally and may not be able to provide You with prior notice. We also retain the right to create limits on access and expiry of our Apps, Website and Products at our sole discretion at any time without prior notice.

16. Limited Warranty

We provide to You and Your customers information based on the data obtained from You, third parties and other sources. We do not verify any of the data used in connection with our Apps and Products. We rely on such data and our assessments can be incorrect or incomplete if the data is incorrect or incomplete.

As such, we do not and cannot guarantee the accuracy or completeness of any data or assessments available through our Apps and Products. We will provide the Apps and Products in a professional and workmanlike manner; provided that You agree that we are not responsible for the quality or correctness of any of the assessments or other Content available through the Apps and Products, which assessments and Content are provided on an AS IS and AS AVAILABLE basis. Your use of the Services is at your sole risk. It is Your responsibility to evaluate the accuracy, completeness or usefulness of our data and other Content, together with other information available to You. Both You and us represent and warrant that it has the legal power to enter into this Agreement.

EXCEPT AS SET FORTH IN THIS SECTION, WE PROVIDE NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

17. Limitation of Liability

IN NO EVENT SHALL SPOTLIO BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE WEBSITE, PRODUCTS OR ANY CONTENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL SPOTLIO AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED AMOUNTS PAID BY YOU TO SPOTLIO FOR THE APPS AND PRODUCTS (WITHOUT CONSULTING SERVICES) IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM. THIS LIMITATION IS CUMULATIVE AND NOT PER CLAIM.

18. Indemnity

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, SPOTLIO partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by

any third party due to or arising out of (a) your breach of these Terms of Service or the documents it incorporates by reference; (b) or your violation of any law or the rights of a third party; or © any aspect of the transaction between you and your customer, including but not limited to refunds, fraudulent transactions, alleged or actual violation of applicable laws, or your breach of the Terms of Service.

You will be responsible for any breach of the Terms of Service by your affiliates, agents or subcontractors and will be liable as if it were your own breach.

19. Links to Third-Party Websites

This Website may contain links to non-SPOTLIO websites. These links are provided to You as a convenience, and SPOTLIO is not responsible for the content of any linked website. Any non-SPOTLIO website accessed from this Website is independent from SPOTLIO, and SPOTLIO has no control over the content of that website. In addition, a link to any non-SPOTLIO website does not imply that SPOTLIO endorses or accepts any responsibility for the content or use of such website.

20. No Implied Endorsements; Open Positions on Careers Pages

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by SPOTLIO of that third party or of any product or service provided by a third party. We may list open employment positions on this Website. These postings are for informational purposes only and are subject to change without notice. You should not construe any information on this Website or made available through this Website as an offer for employment. Nor should You construe anything on this Website as a promotion or solicitation for employment not authorized by the laws and regulations of Your locale.

21. Notice and Take Down Procedures; Copyright Agent

If you believe any materials accessible on or from this Website infringe Your copyright, You may request removal of those materials (or access thereto) from this Website by contacting SPOTLIO's copyright agent (identified below) and providing the following information:

- Identification of the copyrighted work that You believe to be infringed. Please describe the work, and, where possible, include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that You believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- Your name, address, telephone number and, if available, e-mail address.
- A statement that You have a good faith belief that the complaint regarding the use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that You have supplied is accurate, and indicating that “under penalty of perjury,” You are the copyright owner or are authorized to act on the copyright owner’s behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

SPOTLIO’s agent for copyright issues can be reached through the [SPOTLIO contact form](#) or +41 445 051 877.

In an effort to protect the rights of copyright owners, SPOTLIO maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of this Website who are repeat infringers.

22. Subscription Renewal and Termination

In case your Services are based totally or in part in a subscription, this will be automatically renewed monthly the 1st day of each month for the full month unless you decline renewal five (5) working days prior to the renewal date by sending a message through the [SPOTLIO contact form](#), which will be followed by a confirmation of receipt from SPOTLIO. No refunds will be granted for unused portions of your payment period.

In addition to Your right to terminate, for convenience, either party may terminate this Agreement for cause: (i) upon thirty (30) days’ notice to the other party of a material breach if such breach remains unresolved at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in

bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

23. Suspension for Prohibited Acts, Present Harm and Non-Payment

SPOTLIO may suspend Customer's or any User's access to the Product for any of the following causes, and SPOTLIO shall provide prompt electronic or telephonic notice of such event: (i) any use of the Product by Customer that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, (ii) Customer's use of the SPOTLIO e-mail send service that results in excessive bounce-backs, SPAM notices or requests for removal from a mailing list by recipients, or (iii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

If any Customer website on, or in use of, the Products: (i) is being subjected to denial of service attacks or other disruptive activity, or (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Products or others, (iv) is consuming excessive bandwidth, or (v) is causing immediate, material and ongoing harm to SPOTLIO or others, then SPOTLIO may, with reasonably electronic or telephonic notice to Customer, suspend all or any access to the Products. In this extraordinary circumstance, SPOTLIO will use commercially reasonable efforts to limit the suspension to the affected portion of the Products and promptly resolve the issues causing the suspension of the Products.

SPOTLIO may suspend Customer's access to all or any part of the Product for cause upon ten (10) days' notice to Customer of non-payment of any amount due hereunder if such amount remains unpaid at the expiration of such period. SPOTLIO will not suspend the Products while Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

24. Effect of Termination or Expiration

Immediately upon termination or expiration of this Agreement as provided herein, Customer shall cease all use of the Products and return or destroy all SPOTLIO content in its possession. If Customer terminates this Agreement for cause of SPOTLIO material breach of this Agreement, SPOTLIO shall promptly refund any fees that Customer has previously paid covering use of the Products and Apps after the effective date of such termination. If SPOTLIO terminates this Agreement for cause of Customer material breach of this Agreement, Customer shall promptly pay all unpaid fees due through to the end of the actual accepted offer. Fees are non-refundable except as specifically provided for in this Agreement.

25. Force Majeure

Neither party shall be responsible for failure or delay in performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

26. Language

It is the express wish of the parties that this agreement and all related documents be drawn up in English.

27. Precedence

In the event of a conflict between the Terms of this Agreement and an accepted offer, the terms of the accepted offer shall control, but only as to that offer.

28. Miscellaneous

This Agreement shall be governed and interpreted pursuant to the laws of Switzerland, without reference to its conflict of laws principles. You and SPOTLIO agree that any suit or proceeding arising out of or relating to this Agreement will be brought in the federal and/or state courts, as applicable, in Zurich (Switzerland), and each party irrevocably submits to the jurisdiction and venue of

such courts. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

This Agreement does not create a customership, partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party is authorized to assume or create any obligation or responsibility on behalf of, or in the name of the other or to bind the other in any manner. Neither party may assign or transfer this Agreement without the other's prior written consent, except in connection with a merger, acquisition, reorganization or the sale of all or substantially all of the assets or stock of such party, which may occur without such consent. SPOTLIO retains ownership of all intellectual property rights to its Content, technology, software, documentation and tools used in connection with the Apps, Website, Products and/or Content.

Notices delivered under this Agreement must be given in writing and will be effective when received. The laws of Switzerland prohibit the export of certain software and data to particular persons, territories, and foreign states. Nothing from this Website may be exported, in any way, in violation of Swiss law. This Agreement, together with the Privacy Statement, any terms and conditions set forth on the Website and any written agreement between You and SPOTLIO, contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and agreements (other than the contracts contemplated above), and cannot be amended except by a writing signed by both parties or as SPOTLIO may amend its Privacy Statement or other Website terms and conditions from time to time.

The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. If any part of this Agreement is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

29. For Additional Information

If you have any questions about the rights and restrictions above, please [contact SPOTLIO](#).