

PLATINN - TERMS OF SERVICE - JULY 2015

The following terms of service define how PLATINN, a non-profit association with headquarters located at Rue de Romont 33, Fribourg (Switzerland) offers access and use of the following Website (currently available under www.matchinvest.ch) as well as online services, their availability and applicable conditions being reserved.

1. INTRODUCTION

1.1 Your access and use of the internet Website is regulated by the following conditions as well as all applicable legal provision.

1.2 By accessing or using this internet Website, you accept the following conditions without reservations, included those accessible through hyperlinks.

2. DEFINITIONS

The following terms are defined as follows:

2.1. « Client » refers to you, Investor or Company, physical or legal entity, as user of this internet Website and/or services, as well as any user acting as a representative.

2.2. « PLATINN Certifier » means any third party authorized by PLATINN.

2.3. « Terms of service » means the terms of service as published on the internet Website www.matchinvest.ch, use guidelines and any other document provided by PLATINN as well as any modification and future amendements thereof.

2.4. « Business Contract » means any contract, order form, registration or any other form of agreement concluded between PLATINN and the Client that define the Paid Services offered by PLATINN to the Client and the corresponding amount owed to PLATINN.

2.5. « Company » means any user of the internet Website and/or Services searching for Investors, whether as a legal entity or not.

2.6. « Commercial Information » means any information pertaining to the business of each party, including (i) business contracts, (ii) business plans, processes or methodologies, (iii) contracts, (iv) financial information, (v) employees, products and pricing policy, (vi) customers or business pertaining to the company.

2.7. « Confidential Information » means (i) Commercial Information; (ii) Intellectual Property; (iii) trade secrets, confidential information, documents, data, source code, logos, images, business plans, databases and statistics, softwares, emails, reports, memorandums, knowledge or technology, excluding any information identified as « Confidential » or whose confidential aspect appears under circumstances that (a) has been demonstrated as priorly known by the party receiving the information without

violation of a non-disclosure obligation, (b) is developed independently by the party receiving the information with resorting to confidential information and demonstrable by way of a written document, (c) is acquired par the party receiving the information from a third party, who was not bound by a non-disclosure obligation with the party disclosing the information, or (d) is/or becomes publicly available without violation by the party receiving the information.

2.8. « Public Information » entails all information that are not entailed by Confidential Information.

2.9. « Investor » means any user, whether as a physical or legal entity, of this internet Website and/or Services seeking to invest in a Company.

2.10. « Brands » means all trademarks owned by PLATINN, its legal and commercial entities, its domain names and/or owned logos, controlled or made available under licence by PLATINN.

2.11. « Matching » means the moment from which an Investor and a Company are put in contact by PLATINN, notably through the disclosure of both partie's emails, name of legal entity or respective telephone numbers.

2.12. « Intellectual Property » means all elements listed hereafter: (i) patents and patentable inventions, (ii) ideas, knowledge, discoveries, improvements and models, (iii) commercial brands, (iv) processes, computer softwares and databases (including source code), (v) trade secrets and the right to limit their use or their disclosure, (vi) all the elements encompassing copyright (included reproduction rights, transcription, distribution, and publicity rights and any other exclusive right related to the economic use of work, (vii) logos and copyrights for drawings and inventions, (ix) legal entities and rights protecting legale entities and their reputation, (x) rights over databases (including extraction and reuse) compiling rights, (xi) rights ralted to domain names and Websites, (xii) any other right similar to a right mentioned above, (xiii) any application as stated hereforth, (xiv) rights and interest in each case stated hereforth, and (xv) any rights or forms of protection of similar nature as stated hereforth or having equivalent effects in the world and belonging to, or used by either parties.

2.13. « Representative » means the physical entity registered through the PLATINN registration form, acting for his/her own account or on behalf of a Company he/she is entitled to represent.

2.14. « Services » means Free Services and Paid Services.

2.15. « PLATINN Certifier Services » mean the validation of the Client's data through a PLATINN Certifier.

2.16. « Free Services » mean the services listed hereafter without remuneration from the Client and according to the terms and principls defined by PLATINN: use of

the Website, consultation of Public information, free registration (which includes a description of the Client's profile, commonly called « profile » in the context of the internet Website www.matchinvest.ch) and periodical newsletters.

2.17. « Paid Services » mean services listed as such on the internet Website www.matchinvest.ch - excluding Free Services - offered by PLATINN, notably the services provided by the PLATINN Certifier, including the validation of the Client's data, the possibility to publish a public presentation page (with video, links, Website, social media accounts links), his/her Company on www.matchinvest.ch, the use of an advanced search engine (strategic fit), which enables the search of potential partners on the platform, the possibility to configure email alerts; these alerts being sent to the user to let him/her know that new profiles matching his/her search criteria are available on the platform.

2.18. « Internet Website » means a network based on the Internet, currently owned and operated by PLATINN under the URL address www.matchinvest.ch that PLATINN provides to Clients by mainly offering a meeting platform between Investors and Companies coming from Switzerland and neighbouring countries.

3. SCOPE OF APPLICATION

3.1. The Terms of Service are a constitutive element of all offerings as well as all services of PLATINN, particularly the access to the Internet Website, the use of the Services by the Client as well as any other service offered by PLATINN, excluding general provisions, purchase conditions or commercial conditions of the Client.

3.2. Excluding the PLATINN Certifier Services, the Client and the PLATINN Certifier can partake in other contractual engagements where PLATINN is not a party. Said engagements are not covered by the Terms of Service herein.

3.3. Any PLATINN offer bears a validity of 30 (thirty) days, unless stated otherwise.

4. PLATINN OBLIGATIONS

4.1. PLATINN grants to the Client a non exclusive, non transferable right to access the Internet Website and to use the Services, under the condition that the Client abides by all the terms of the Terms of Service herein.

4.2. PLATINN is under no circumstance involved in transactions between the Clients and bears no responsibility in this context. PLATINN's obligations are obligations of means and PLATINN offers no guarantee of success pertaining to the use of the Internet Website and/or the Services by the Client.

4.3. PLATINN can subcontract the execution of the Services or part of the Services, without the prior written consent of the Client.

4.4. As long as the search criteria defined by PLATINN are met, the Client allows PLATINN to communicate his/her Confidential Information to another client asking for a Matching as well as to the PLATINN Certifier. The Client allows PLATINN to communicate Public Information to third parties, chiefly through the means of press and media publications.

4.5. The use of the Internet Website is at your sole risk. The Internet Website is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, noninfringement or course of performance. PLATINN its subsidiaries, affiliates, and its licensors do not warrant that (i) the Service will function uninterrupted, secure or available at any particular time or location; (ii) any errors or defects will be corrected; (iii) the Service is free of viruses or other harmful components; or (iv) the results of using the Internet Website will meet Client's requirements.

4.6. PLATINN may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

4.7. The Client acknowledges that PLATINN can block or temporarily limit the access to the Internet Website and/or the availability of the Services, or part of the Services, in order to perform maintenance, repair or support work. PLATINN agrees to publish the downtime periods on the Internet Website.

5. OBLIGATIONS OF THE CLIENT

5.1. The access by the Client to the Internet Website and the use of the Services are subordinate to the compliance with all the terms, conditions and obligations contained in the Terms of Service herein.

5.2. The Client commits to comply with the dispositions of any applicable right, loi, rule or directive regarding the use of the Services.

5.3. The Client agrees to refrain from :

5.3.1. modifying, concealing or altering any Brand of PLATINN or any other property of PLATINN on the Internet Website ;

5.3.2. using the Services to gain access or try to gain access to data, softwares, hardware, electronic communication system or a third party telecommunication system ;

5.3.3. attempting to destroy the Internet Website, the network or the computer system of PLATINN ;

5.3.4. using or allowing the use of Services violating the Terms of service ;

5.4. In case of violation of the obligations contained herein, PLATINN reserves the right, without prior notice and not including other measures, to limit or immediately block the access to the Internet Website and/or to the Services and to take the technical and legal measures to prevent the Client from accessing the Internet Website and/or the Services, in cases where:

5.4.1. PLATINN judges that the Client is responsible of acts violating the Terms of Service ;

5.4.2. PLATINN or third parties could face legal prosecution.

6. REMUNERATION

6.1. Costs related to the Paid Services, notably the PLATINN Certifier Services are based upon the pricing published on the Internet Website www.matchinvest.ch.

6.2. The costs associated with the PLATINN Certifier Services, excluding PLATINN Certifier Services, are agreed upon between the Client and the PLATINN Certifier in a separate document.

6.3. Excepting online payment, invoices emitted by PLATINN are due within 30 (thirty) days.

6.4. In case of late payment, PLATINN is entitled to reduce or immediately suspend the Services and to charge extra interests at a rate of 1.5% per month to the Client.

6.5. If the Client, in good faith, disputes all or part of an invoice due, he/she must, within a timeframe defined herein, (i) paid all the undisputed due amounts and (ii) provide PLATINN with a detailed written note pertaining to the disputed amount(s).

6.6. Parties agree to act with diligence and good faith in order to solve all invoicing and billing disputes. The disputed amounts are owed to PLATINN, including interests as detailed in the Terms of service herein, are to be paid within two days of the dispute's resolution.

7. OWNERSHIP

7.1. The Client acknowledges that the Internet Website, including the Services, has been developed by PLATINN or for PLATINN based on substantial human and financial investments and that it constitutes the exclusive Intellectual Property of PLATINN.

7.2. All the knowledge, methodologies, processes, databases, products, modifications and improvements created, developed and/or used by PLATINN or for

PLATINN, in the execution of Services, are or remain the property of PLATINN et all rights, titles and related interests remain or become the property of PLATINN.

7.3. Nothing in the Terms of service can be interpreted as a transfer in favour of the Client, a right, a title or an interest in the brands and/or Intellectual Property of PLATINN.

8. CONFIDENTIALITY

8.1. PLATINN and the Client commit to keep confidential all Confidential Information, excluding Public Information that the other party or another Client has given, whether they are related to the Terms of service or not. They also commit to only use the Confidential Information to execute their obligations in the context of the Terms of service.

8.2. The Client endeavours to take all reasonable actions and necessary caution to protect and safeguard the Confidential Information received from PLATINN or from another Client in order to prevent any abusive use, loss, theft, or publication.

8.3. The Client will keep confidential and secret all access codes and passwords and shall under any circumstances disclose or share his/her information to unauthorized third parties.

8.4. The Client acknowledges that the hosting and/or archiving of his/her Confidential Information can be located outside of Switzerland, applicable dispositions of the 19th June 1992 federal law on data protection (LPD) reserved.

8.5. However, the Client acknowledges that PLATINN has the right to communicate information pertaining to operations concluded through its intermediation. The name, respectively the name of the legal entity of the beneficiary may be disclosed.

8.6 Confidentiality endures after contractual engagements cease.

9. INFORMATION

9.1. The Client is solely responsible (i) of the information he/she produces or transmits on the Internet Website, (ii) of the information he/she communicates to PLATINN and/or to a PLATINN Certifier and (iii) its Representatives that he/she has authorized to use the Internet Website.

9.2. PLATINN bears no responsibility over the content and the information contained on the Internet Website by its Clients or third parties. The PLATINN Certifier bears no responsibility over the content and the information contained on the Internet Website by its Clients or third parties

9.3. The Client acknowledges that PLATINN has no obligation to monitor the content of the Internet Website or links leading to external websites and the Client fully

relieves PLATINN of its responsibility thereof. However, PLATINN has the right, to its entire discretion, to take any measure, notably the right to remove content or information or block access to content and information, in the case where PLATINN reasonably judges that the content and information can expose PLATINN to public or criminal litigation or that could interfere or harm relationships with other users.

9.4. The Client, respectively his/her Representative, acknowledges that the information transmitted on the Internet Website to PLATINN and/or to a PLATINN Certifier or to any other commercial partner with which he/she benefits from a Matching is true and accurate. The Client, respectively his/her Representative, agrees to refrain from transmitting any information that:

9.4.1. untrue, inaccurate, false ;

9.4.2. violates Intellectual Property rights of third parties ;

9.4.3. violates any applicable right, law, rule or directive ;

9.4.4. est defamatory, threatening or harassing ;

9.4.5. has a direct or indirect link with a website conducting activities that are similare to those of PLATINN ;

9.5. The Client agrees to take all the necessary actions to protect PLATINN from any damage, expenses or fees (inlcuding legal and lawyer fees) related to any claim from a third party citing a violation of the Client's obligations as defined herein, particularly in the case where PLATINN would be held liable for the content or the information transmitted by the Client on the Internet Website. In case of a violation of an obligation stated herein by the Client, the Client owes PLATINN a lump-sum amount of CHF 5'000.- for each violation (other owed amounts and punitive damages reserved).

10. AUTHENTICATION AND SECURITY

10.1. The Client fully acknowledges that PLATINN has the right to process each successful connection (valid user name and password) to the Internet Website or use of Services as controlled and managed by the Client, who bears full responsibility for any abuse or unauthorized use of his/her access rights to the Internet Website and Services.

10.2. The Client must inform PLATINN without delay of any violation of confidentiality rules.

11. GUARANTEE

11.1. The Client, respectively his/her Representative, guarantees that :

11.1.1. he/she will comply with the obligations contained in the present Terms of service ;

11.1.2. the information that he/she transmits to the Internet Website doesn't infringe Intellectual Property rights of third parties or other rights of third parties ;

11.1.3. he/she will comply with the dispositions of all applicable right, law, rule or directive regarding the use of the Services.

12. COMPENSATION

12.1. The Client agrees to avoid causing any harm or damage to PLATINN, its managers, employees, agents, representatives and consultants from any claim from a third party consecutive to the use of the Services and/or Internet Website by the Client.

13. RESPONSIBILITY

13.1. A Representative completing the registration process on behalf of a Client admits and guarantees that by doing so he/she acts as a duly appointed Representative. Consequently, if it is revealed that the Representative has exceeded his/her rights and/or is not authorized to represent the Client, he/she is personally responsible for the resulting damage to PLATINN.

13.2. The responsibility of PLATINN is limited to cases of serious negligence or intentional misconduct. PLATINN does not bear any responsibility for acts or omissions of its employees, agents, suppliers, sub-contractors or consultants.

13.3. No parties shall be responsible to another party for any indirect, special or consecutive damage, for tort or any other loss or revenue or loss of data (even for cases where the other party was informed of the possibility of such damages).

14. DURATION

14.1. The present Terms of service are valid for an undertermined duration. Any new Terms of service as published on the Internet Website www.matchinvest.ch replace the previous version unless the Client notifies PLATINN within 10 (ten) days of their publishing online.

14.2. PLATINN has the right, with immediate effet, to cease its contractual agreement with the Client, to remove their access to the Internet Website and/or the use of Services :

14.2.1. if the Client violates the Terms of service ;

14.2.2. if the access codes or password have been compromised or are used in a way that is detrimental to the operations of the Internet Website or to PLATINN.

14.3. The termination of contractual agreements do not relieve the Client of his/her obligation to fully and immediately pay any outstanding amount, excluding any claim to refund amounts already paid.

14.4. The dispositions contained in articles 6 to 16 remain valid after the end of contractual agreements.

15. ADDITIONAL PROVISIONS

15.1. The following documents are integral part of the Terms of service and contain additional provisions related to the Services offered on the Internet Website :
Privacy Policy.

15.2. PLATINN can modify or alter the present Terms of service at its discretion, at any given time. Any modification or new version of the Terms of service automatically come into force at the time of their publishing on the Internet Website. Regarding existing Clients, they enter into force 20 (twenty) days after they have been notified by email as long as they are not disputed by the Client in writtent form.

15.3. PLATINN can transmit, by email or written form, newsletters with information related to the activities of PLATINN, the Internet Website and/or the Services.

16. GENERAL PROVISIONS

16.1. Joint Venture

Parties agree and acknowledge that the Client is an independent contracting party. The Terms of service must not be considered as creating a partnership or joint venture et none of the parties is the agent, associate, employee or representative of the other party. None of the parties has the right to force or bind the other party in any way and no disposition contained in the present Terms of service grant any right to a third party.

16.2. Force Majeure

None of the parties can be considered at fault regarding the present Terms of service when the execution of their obligations or their attempts to mitigate a violation is prevented or limited in case of natural disaster, terrorism, war, insurrection, sabotage, including attacks by means of unknown computer viruses, fire, governmental restrictions, strikes, labor conflicts, supply networks malfunctions or any other event or state beyond the control of said party.

16.3. Partial Invalidity

If one of the dispositions contained in the present Terms of service is deemed unexecutable for any given reason, such a disposition shall be, if possible, adapted

rather than simply voided in order to comply with the initial intent of the parties. If one of the dispositions contained in the present Terms of service is deemed null, invalid or not operational, the other disposition of the present Terms of service shall not be affected and shall continue to deploy their effects as long as said disposition shall be amended in order to rectify its nullity.

16.4. Diverging modalities

If one of the dispositions contained in the present Terms of service diverge from the modalities published on the Internet Website, the Terms of service prevail unless the parties refer expressly to that particular Article after identifying the diverging modalities. In case of a contradiction between the french-language of the Terms of service and a version edited in a different language, the french-language version prevails.

16.5. Non-Waiver

The fact that a party partially or completely waives their rights waive their right to mention a violation by the other party doesn't prejudice the ulterior exercise of a right or be interpreted as being a waiver to mention ulterior violations by the other party of the same disposition contained in the present Terms of service.

16.6. Surrender

PLATINN has the right to surrender its rights and obligations to any other entity without the prior consent of the Client. The Client cannot surrender his/her rights and obligations unless he/she obtains the prior written consent of PLATINN.

16.7. Agreement

The present Terms of service contain the entirety of the agreement between parties on this topic and replaces all prior negotiations, understandings and agreements between parties (confidentiality agreements excluded).

16.8. Jurisdiction

The present Terms of service are subjected to the swiss law have must be interpreted as such. Any litigation or claim pertaining to the present Terms of service, including their validity, nullity or violations or termination of said Terms of service will be ruled by the ordinary courts of PLATINN's headquarters.