



[www.dee.swiss](http://www.dee.swiss)

## **Marketplace terms of use for companies**

Welcome, and many thanks for using Digital Expertise Exchange (DEE) Marketplace! Our mission is to match banking IT experts with projects within the banking and financial industry. When you access or use our Marketplace as a company (legal person), you're agreeing to our Marketplace Terms of Use for companies below, so please take a few minutes to read them over. They constitute a legal agreement between you and DEE. If you have any question about these Marketplace Terms of Use, please do not hesitate to contact us; we will be happy to address your questions.

### **1. GENERAL PRINCIPLES**

#### **1.1 Scope**

These Marketplace Terms of Use govern access and use by companies of the Marketplace made available online by DEE (the "Marketplace"). The Marketplace comprises software, content, infrastructure and storage space, which enable companies to find the best suitable expert for their projects.

#### **1.2 Type of contract**

You acknowledge that your ability to find candidates for your projects, through access and use of the Marketplace doesn't establish DEE neither as a provider of candidates nor as an employer of candidates made available by you.

Indeed, DEE is delegating the regulation related to employment duties to 3<sup>rd</sup> party providers. As default partner, DEE is working with Helvetic-Payroll, for any employer related topics. Please refer to the terms and conditions of the affiliated Payroll Provider.

For additional information about all DEE Business Partners/Service Providers, please see chapter xyz.

#### **1.3 Amendments**

DEE is allowed to amend these Marketplace Terms of Use at any time. The amended Marketplace Terms of Use enter into force on the date decided by DEE. If you do not accept the amendment, as communicated to you by DEE, you or DEE may terminate these Marketplace Terms of Use with effect on the date of entry into force of the amendment.

### **2. ACCESS AND USE OF THE MARKETPLACE**

#### **2.1 Access**

You may access and use the Marketplace upon onboarding, as per the onboarding process made available by DEE.



[www.dee.swiss](http://www.dee.swiss)

## 2.2 Onboarding

Onboarding requires you to submit to DEE certain personal information about you, personal information of the employees who are authorized by you to manage the access, the use and the administrative functions of the Marketplace (the “Administrative Users”), as well as at least one up to date organigram with key persons of the company. You agree to maintain true, accurate, complete, and up-to-date information in your account. Please note that if you do not maintain such information, you may no longer access or use the Marketplace. You are responsible for all activity that occurs under your account.

## 2.3 Hardware

Please acquire compatible hardware or devices necessary to access and use the Marketplace and any updates thereto, it being specified that it is not DEE’s responsibility to provide you with such equipment. DEE does not guarantee that the Marketplace, or any portion thereof, will function on any particular hardware or devices. In addition, the Marketplace may not work without any interruption and may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## 2.4 Validity

You acknowledge that your onboarding are not contingent on the delivery of any future functionality or features relating to the Marketplace, or dependent on any oral or written public comments made by DEE regarding future functionality or features relating to the Marketplace.

## 2.5 Pilot and beta service

At its sole discretion, DEE may make available the Marketplace or, from time to time, functionalities to you to try at your option at no additional charge which are clearly designated as beta or pilot, or by a similar description (the “Pilot and Beta Services”). You may choose to try such Pilot and Beta Services or not in your sole discretion. Pilot and Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Pilot and Beta Services are provided “as is”, exclusive of any warranty whatsoever. These Marketplace Terms of Use shall apply to the use of Pilot and Beta Services, with the exception of the following:

- (i) unless otherwise stated, any Pilot and Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Pilot and Beta Services becomes generally available without the applicable Pilot and Beta Services designation
- (ii) DEE may discontinue Pilot and Beta Services at any time in its sole discretion and may never make them generally available
- (iii) DEE will have no liability for any harm or damage arising out of or in connection with a Pilot and Beta Service.



[www.dee.swiss](http://www.dee.swiss)

### 3. RESTRICTIONS ON USE

#### 3.1 Restriction on use

DEE makes its best effort to make available a unique and well-functioning Marketplace which provides useful functionalities to its users. In order to reach that goal, certain uses of the Marketplace must be avoided. Thus, the use of the Marketplace shall be restricted as follows:

3.1.1. You shall not grant access to the Marketplace or make the Marketplace otherwise available to any third-party outside your organization.

3.1.2. You shall procure that Administrative Users do not share their username and password with any other individual.

3.1.3. You shall procure that an Administrative User's identification may only be reassigned to a new individual replacing one who will no longer use the Marketplace.

3.1.4. You shall not reproduce, modify, prepare derivative works based upon, sell, resell, license, sublicense, distribute, make available, rent or lease the Marketplace or any of its components, feature, function or interface, or include the Marketplace in a service or outsourcing offering.

3.1.5. You shall not:

- (i) permit direct or indirect access to or use of the Marketplace in a way that circumvents a contractual usage limit
- (ii) attempt to gain unauthorized access to the Marketplace or its related systems or networks
- (iii) use the Marketplace to access or use any of DEE's intellectual property except as permitted under these Marketplace Terms of Use
- (iv) access the Marketplace in order to build a competitive product or service
- (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Marketplace
- (vi) decompile, reverse engineer or disassemble the Marketplace (to the extent such restriction is permitted by law).

3.1.6. You shall not use the Marketplace or a Marketplace component in a way which threaten the security, integrity or availability of DEE's Marketplace or other services; you shall in particular not use the Marketplace or a Marketplace component in particular to:

- (i) store or transmit infringing, libelous, or otherwise unlawful or tortious material
- (ii) store or transmit material in violation of third-party privacy rights
- (iii) store or transmit malicious code
- (iv) interfere with or disrupt the integrity or performance of the Marketplace or third-party data contained therein.



[www.dee.swiss](http://www.dee.swiss)

### 3.2 Notification obligation

You shall notify DEE promptly, if you are aware of any non-compliance with the restriction on use of the Marketplace.

## 4. THIRD PARTIES

### 4.1 Third-party providers

Within the ecosystem proposition of the Marketplace, DEE may comprise third-party providers.

Please note that the following list of 3<sup>rd</sup> party providers is not exhaustive:

- Helvetic Payroll
- Simplilearn
- Priority Pass
- Spaceworks
- Silogika

Terms of services of third-party vendors are reserved. DEE does not endorse such third-party applications and services and in no event shall DEE be responsible or liable for any applications and services of such third parties of entries.

### 4.2 Interoperation with third-party providers

The Marketplace may contain features designed to interoperate with third-party providers. To use such features, you may be required to obtain access to such third-party applications from their vendors and may be required to grant DEE access to your account(s) on such third-party applications. DEE cannot guarantee the continued availability of such Marketplace features, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of a third-party application ceases to make the third-party application available for interoperation with the corresponding Marketplace features in a manner acceptable to DEE.

### 4.3 Third party information

The Marketplace contains information provided by third-party companies and candidates. Even if DEE may verify part of such information or carry out background checks, you further acknowledge that you are solely responsible for verifying the information provided by third parties, the fact that information relating to candidates is correct and accurate.



[www.dee.swiss](http://www.dee.swiss)

## 5. Fees and Payment

### 5.1 Fees and invoicing

The access and use of the Marketplace, is free of charge. By successful matching of an expert with a company's project, DEE will charge to the company a monthly fee of 10% on the expert rate. This fee is on top of the expert remuneration and will be invoiced by corresponding payroll and invoicing agent. The details related to the invoicing procedure and overdue charges are details in the terms and conditions of the payroll and invoicing agent.

### 5.2 Taxes

You are responsible for paying all taxes associated with the access and use of the Marketplace. If DEE has the legal obligation to pay or collect taxes for which you are responsible under this Section, DEE will invoice you and you will pay that amount unless you provide DEE with a valid tax exemption certificate authorized by the appropriate taxing authority. For the sake of clarity, DEE is solely responsible for taxes assessable against it based on its income, property and employees.

### 5.3 Suspension of service

If any amount owing by you for DEE services (via the payroll and invoicing agent) is 30 or more days overdue, DEE may, suspend DEE services to you until such amounts are paid in full. DEE in agreement with the T&C of the invoicing agent, will give you at least 10 days' prior notice that your account is overdue before suspending services to you.

### 5.4 Payment disputes

DEE will not exercise its rights under this Section, if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

## 6. DATA MANAGEMENT AND SECURITY

### 6.1 Privacy policy

DEE Privacy Policy is part of these Marketplace Terms of Use.

## 7. INTELLECTUAL PROPERTY

### 7.1 Reservation of rights

Subject to the limited rights expressly granted hereunder, DEE and its licensors and content providers reserve all their rights, titles and interests in and to the Marketplace, including all their related intellectual property rights. No rights are granted to you under these Marketplace Terms of Use other than as expressly set forth in these Marketplace Terms of Use.



[www.dee.swiss](http://www.dee.swiss)

## 7.2 User content

You agree not to provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by DEE in its sole discretion, whether or not such material may be protected by law. DEE may, but shall not be obligated to, review, monitor, or remove User Content, at DEE's sole discretion and at any time and for any reason, without notice to you.

## 8. LIMITATION OF LIABILITY

### 8.1 Damages

DEE shall not be liable for any damages, liability or losses arising out of:

- (i) your use of or reliance on the Marketplace, in particular information made available on the Marketplace by third parties
- (ii) your inability to access or use the Marketplace
- (iii) any transaction or relationship between you and any third-party, even if DEE has been advised of the possibility of such damages.

### 8.2 Indirect damages

In any event, DEE shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from any access or use of the Marketplace, regardless of the negligence (either active, affirmative, sole or concurrent) of DEE, even if DEE has been advised of the possibility of such damages.

## 9. DURATION AND TERMINATION

### 9.1 Duration and termination

These Marketplace Terms of Use enter into force the first time you access the Marketplace and has no termination date. For any termination, please contact us via email.

### 9.2 Termination survivor

Any other provision of these Marketplace Terms of Use that must survive to fulfill its essential purpose will survive any termination.

## 10. JURISDICTION AND APPLICABLE LAW



[www.dee.swiss](http://www.dee.swiss)

## 10.1 Jurisdiction

Any dispute arising out of or in connection with these Marketplace Terms of Use, including disputes on their conclusion, binding effect, amendment and termination, shall be submitted to and finally settled before the Courts of the Canton of Vaud.

## 10.2 Applicable law

These Marketplace Terms of Use shall be governed by and construed in accordance with Swiss law.

## 11. MISCELLEANOUS

### 11.1 Notices

Any notice under these Marketplace Terms of Use or related to DEE's services should be addressed to: DEE.SWISS SNC, Attn. General Counsel, Chemin de Prumay 15, 1026 Echandens, Switzerland. All notices related to these Marketplace Terms of Use will be in writing and will be effective upon (a) personal delivery, (b) the third business day after mailing, or (c), on the day of sending by email. All notices to you will be addressed to the relevant billing contact designated by you.

### 11.2 Force majeure

No delay, failure, or default, other than a failure to pay the monthly DEE fee, will constitute a breach of these Marketplace Terms of Use to the extent caused by (i) an earthquake, hurricane, other natural disaster, (ii) war, act of terrorism, act of cyberterrorism, and other manmade disaster, or (iii) other causes beyond the performing party's reasonable control.

### 11.3 Entire agreement

These Marketplace Terms of Use are the entire agreement between you and DEE regarding you access and use of the Marketplace and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of these Marketplace Terms of Use will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

### 11.4 Assignment

Neither party may assign any of its rights or obligations under these Marketplace Terms of Use, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign these Marketplace Terms of Use, without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these



[www.dee.swiss](http://www.dee.swiss)

Marketplace Terms of Use will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

#### 11.5 Relationship of the parties

The parties are independent contractors. These Marketplace Terms of Use do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

#### 11.6 Waiver

No failure or delay by either party in exercising any right under these Marketplace Terms of Use will constitute a waiver of that right.

#### 11.7 Severability

If any provision of these Marketplace Terms of Use is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these Marketplace Terms of Use will remain in effect.