

Terms and Conditions

Effective as of June 18th, 2025

Preamble:

These terms and conditions ("Terms") govern the use of the Lexi event application ("Lexi" or the "App"), except where otherwise stated in separate agreements governing specific services. These Terms apply regardless of the means of access to the App, including web, mobile, or any other supported platforms.

The App is operated by Viseven Europe OÜ, a legal entity duly incorporated and acting under the laws of the Republic of Estonia under registry code 12627365, with its registered office at Lõõtsa Str. 2a, Lasnamäe district, Tallinn, Harju County, 11415, together with its affiliates (collectively, "Viseven", "We", "Us", or "Our").

By accessing or using the App, You acknowledge that You have read, understood, and agree to be bound by these Terms (as amended from time to time). If You do not agree to these Terms, You should refrain from using the App.

1. General Provisions:

1.1. These Terms apply to all end users of Lexi who access the App for event participation or other intended purposes, including the employees of Viseven's clients or any individual authorized by such clients to use Lexi.

1.2. Corporate clients ("Clients") of Viseven purchase access to Lexi under respective agreements and/or Statements of Work ("SOW") concluded with Viseven. Each client is responsible for designating its authorized end users, who will then be granted access to the App by Viseven. The Client shall be solely responsible for the storage and/or any sharing or transfer of account credentials and passwords.

2. Use of the App:

2.1. By accessing, installing, or using the App, you expressly agree to be bound by the following terms and conditions:

- provide accurate and complete information;
- use the App strictly in accordance with these Terms, applicable laws, and provided instructions;
- not misuse or disrupt the App, including but not limited to denial-of-service (DDoS) attacks, introducing malicious software or code, unauthorized access attempts, or engaging in any activity intended to degrade the App's performance or security;
- not reverse engineer, copy, distribute, or commercially exploit the App or its underlying technology without explicit permission;
- not share login credentials or allow unauthorized access to your account;
- promptly notify Viseven of any suspected security breaches or unauthorized access.

2.2. The Client acknowledges that Lexi enables badge scanning and analytics during events, where the Client is solely responsible for obtaining all necessary consents from participants whose badges will be scanned and/or whose data will be subject to analytics ("Participants").

2.3. The App includes functionality for digitally recording explicit consent for the further processing of personal data. However, Viseven does not collect such consents itself and assumes no responsibility for the consent collection process. The Client remains solely responsible for ensuring that the collection of consent complies with applicable data protection laws and regulations.

3. Data Protection and Privacy:

3.1. Personal data is processed according to the applicable Privacy Notice **[privacy notice URL]**, compliant with GDPR and applicable data protection laws.

3.2. Collected data typically includes Your name, contact details (phone, email), specialty, country, and consent status.

3.3. Viseven acts as the Data Processor on behalf of the respective client, who is the Data Controller. The purposes and means of processing Your personal data are determined solely by the Data Controller, in accordance with their instructions and applicable data protection laws.

4. Payment:

4.1. Use of the App may require payment of a subscription fee or other charges, as agreed in a separate contract or subscription documentation between the Client and Viseven.

4.2. All fees are non-refundable once invoiced or paid and shall apply for the full agreed subscription period, regardless of actual usage. Any exception to this policy must be expressly stated in the applicable agreement between the Client and Viseven.

5. Data Compliance Responsibilities:

5.1. You agree to ensure that any consent texts used by you comply with the GDPR and relevant privacy regulations. Viseven shall bear no responsibility for the content or compliance of such consent texts.

5.2. Viseven confirms that the standard configuration of the App ("Box solution") has been designed considering GDPR requirements. However, the Client acknowledges and agrees that any customer-driven configurations requested and/or implemented by the Client outside the Box solution have not been assessed by Viseven for GDPR compliance. Accordingly, the Client remains solely responsible for ensuring that any such customizations comply with the GDPR and other applicable data protection laws.

6. Technical and Security Measures:

6.1. Viseven has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including measures to protect the confidentiality, integrity, and availability of personal data processed via the App.

6.2. Data processed via the App is stored in the Firebase Realtime Database, hosted in the Europe-west1 (Belgium) region. For details, check the Firebase Hosting Regions:

<https://firebase.google.com/docs/database/locations>.

Personal data may be stored and processed on the Platforce platform (a third-party service (sub-processor) used by Viseven). The Platforce platform is hosted on reputable cloud service providers

such as Microsoft Azure, Amazon Web Services (AWS), or Hetzner. The hosting location is selected by Viseven typically based on the country or region of the customer. For example, data of European customers is hosted on servers located within Europe to comply with the local regulations. All such hosting providers are industry-leading companies that maintain stringent security measures and certifications. Viseven ensures that these subprocessors implement appropriate safeguards at all times to protect the personal data's confidentiality, integrity, and availability.

6.3. Access to personal data is restricted to authorized users based on a role-based access control (RBAC) model, ensuring that each user can access only the data necessary for their role.

6.4. Administrative access to the database is restricted to authorized Viseven personnel and is managed through Viseven's internal access control system, which enforces role-based permissions, ensures traceability through access logs, and the security of personal data.

6.5. The data (including personal data) is stored for the period of time as defined by the Client. However, in Box solution the term of storage for the consents and personal data is 1 (one) year. Upon request, automated deletion (e.g., after 30 days) may be configured, subject to a separate implementation request.

6.6. Personal data may be stored only in cases where a valid consent has been collected in accordance with applicable data protection laws.

6.7. The Box solution does not currently provide functionality for participants to request copies of or deletion of their data directly.

6.8. Viseven applies the principle of data minimization; only the minimum necessary personal data is collected and retained for the purposes defined by the Client.

6.9. An automated daily backup of the database is in place. Subject to a separate implementation request, clients may request the exclusion of such backups or configure deletion of backups following data transfer.

6.10. Firebase applies default encryption to all data, using AES-256 encryption (Advanced Encryption Standard with a 256-bit key) for data at rest and TLS (Transport Layer Security) for data in transit.

7. Intellectual Property:

7.1. All intellectual property associated with the App are reserved by Viseven or duly licensed. Any unauthorized use, reproduction, or infringement is strictly prohibited.

Nothing in these Terms shall be construed as granting the Client any rights to use, copy, modify, or reproduce any intellectual property of Viseven, including but not limited to the App, its source code, trade names, trademarks, logos, or any proprietary materials, except as expressly permitted in writing by Viseven.

7.2. All data, including analytics, created or generated by the Client, or generated based on the Client's data through the use of the App, shall remain the sole property of the Client.

Notwithstanding the foregoing, Viseven reserves the right to use data derived from the operation of the App, including analytics, for internal purposes such as improving the performance, functionality, and security of the App.

7.3. All copyright, trademark, and other proprietary rights in the App, including the software, text, graphics, design elements, code, and all other materials originated or used by Viseven in or for the App (collectively, the "App Material"), are reserved to Viseven. All other trademarks, logos, content, or domain names not owned by Viseven or its affiliates that may appear in the App remain the property of their respective third-party owners, including the Client where applicable.

Nothing in these Terms shall be construed as transferring any rights in the Client's pre-existing intellectual property that may be used within the App.

7.4. YOU MAY NOT MODIFY, REPRODUCE, UPLOAD, POST, TRANSMIT, DOWNLOAD OR DISTRIBUTE ANY PART OF THE APP MATERIAL, OR DECOMPILE, REVERSE ENGINEER, OR DISASSEMBLE THE APP MATERIAL, OTHER THAN PRINTING OUT OR DOWNLOADING PORTIONS OF THE TEXT AND IMAGES FOR YOUR OWN PERSONAL, INFORMATIONAL, NON-COMMERCIAL USE. You must keep intact all copyright, trademark and other proprietary notices on any such materials. No materials published by Viseven in this App, in whole or in part, may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form, or by any means, without prior written permission from Viseven. The use of any such materials in any other App, networked computer environment, or for any other purpose, is strictly prohibited and such unauthorized use may violate copyright, trademark, and other similar laws. In addition to any causes of termination provided herein, we reserve the right, in our sole discretion and without any liability to You, to terminate Your access to and use of the App or any part of the App for any reason whatsoever, including, without limitation, if we believe that You have violated or acted inconsistently with these Terms. We may also, in our sole discretion and at any time, discontinue operation of the App or any part of the App. Any such termination may be effected without any prior notice. We will not be liable to You for any termination of your access to the App.

7.5. If you think your work has been copied in a manner that constitutes copyright infringement, you may notify our copyright agent, who can be reached at:

Viseven Europe OU

at Lõõtsa Str. 2a, Lasnamäe district, Tallinn, Harju County, 11415

Attention: Legal Department

Email: legal@viseven.com.

8. Liability and Warranties:

8.1. You understand that the Lexi and all content are provided "as is" and "as available" basis without any warranties of any kind, whether express or implied. We disclaim all warranties, express or implied, regarding the uninterrupted or error-free operation of the App. We also disclaim all warranties, including, but not limited to, warranties of title, fitness for a particular purpose, merchantability and non-infringement of proprietary or third party rights.

8.2. VISEVEN MAKES NO WARRANTIES ABOUT THE ACCURACY, INTEGRITY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE APP OR ANY ADVICE, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE APP; AND NONE OF THE VISEVEN COMPANIES WARRANTS THAT THE APP WILL OPERATE ERROR-FREE OR THAT THE APP OR ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ITEMS. IF YOUR USE OF THE APP OR THE

CONTENTS HEREOF RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NONE OF THE VISEVEN COMPANIES IS RESPONSIBLE FOR THOSE COSTS. NONE OF THE VISEVEN COMPANIES SHALL BE RESPONSIBLE FOR ANY THIRD PARTY MATERIAL IN THE APP.

8.3. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, OTHER MEMBERS OF OUR GROUP OF COMPANIES AND THIRD PARTIES CONNECTED TO US HEREBY EXPRESSLY EXCLUDE ANY LIABILITY FOR:

- loss of or corruption to data; or
- loss of profit; or
- loss of anticipated revenue; or
- loss of business; or
- loss of opportunity; or
- adverse effect on reputation and/or goodwill; or
- any indirect or consequential loss or damage save that for these purposes losses arising as a result of regulatory fines and damage to property shall to the extent arising as a natural consequence of the breach in question not be regarded as indirect or consequential.

8.4. Our total liability to You in respect of all losses and liabilities arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the amount paid by you to us in the 12 month period immediately preceding the date on which such loss or liability arose or EUR 100, whichever is greater.

9. Termination and Cancellation:

9.1. Subscription or service fees paid for the App are non-refundable. Early termination by clients is not permitted unless explicitly outlined in the individual agreements.

9.2. However, Viseven reserves the right to terminate access to a Client in case of any breach of these Terms, non-payment, any breach of law or similar.

10. Modifications to Terms:

In the event of material changes, a revised version will be published on the Viseven website, and Clients will be notified via in-App pop-up notification at least fifteen (15) calendar days prior to the effective date of such changes. Continued use of the App after the effective date shall constitute acceptance of the revised Terms.

11. Governing Law and Jurisdiction:

11.1. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Estonia. The Arbitration Court of the Estonian Chamber of Commerce and Industry shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject-matter or formation. The arbitration shall take place in English. Number of arbitrators: 1 (one). Place of arbitration: Tallinn, Estonia.

11.2. For our exclusive benefit and to the extent possible in the applicable jurisdiction, we retain the right to bring or enforce proceedings as to the substance of the matter in the courts of the country

of your residence or, where these Terms are entered into in the course of your trade or profession, the country of the place of business in which you agreed to these Terms or (if different) the country of your principal place of business.

12. Contact Information:

For general inquiries regarding the Lexi, or to request permission to undertake any action that is prohibited by or not explicitly authorized under these Terms, please contact us directly via the contact information provided within the App or at the Contact us page on the Site.