

# Titan Solutions AG – Abroadify Terms of Use

## 1. Agreement to Terms

1.1 These Terms of Use constitute a legally binding agreement made between you, whether personally or

- on behalf of an entity (you), and
- Titan Solutions AG (UID: CHE-303.735.387), doing business as Titan, located at Chaltenbodenstrasse 8, 8834 Schindellegi, Schwyz, Switzerland (we, us, Titan),

concerning your access to and use of the Abroadify (<http://abroadify.me>) website as well as any related applications (the Site).

1.2 The Site provides the following services: Titan provides digital goods, services and content for data management, procurement, sales and human resource related purposes (Services). You agree that by accessing the Site and/or Services, you have read, understood, and agree to be bound by all of these Terms of Use. By completing the registration process to the website or service you agree to be bound by all of these Terms of Use.

1.3 If you do not agree with all of these Terms of Use, then you are prohibited from using the Site and Services and you must discontinue use immediately. We recommend that you print a copy of these Terms of Use for future reference.

The following general definitions apply:

- Users are all external users of this platform (including students, pupils, firms, freelancers and contractors).
- Authorized Users are the private users, employees, agents and independent contractors who are authorized by the Users to use the Services and Documentation.
- Working day is any day that is not a Public Holiday, Saturday, Sunday.

1.4 The supplemental policies set out in Section 1.10 below, as well as any supplemental terms and condition or documents that may be posted on the Site from time to time, are expressly incorporated by reference.

1.5 We may make changes to these Terms of Use at any time. The updated version of these Terms of Use will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms of Use to stay informed of updates. Your continued use of the Site represents that you have accepted such changes.

1.6 We may update or change the Site from time to time to reflect changes to our products, our users' needs and/or our business priorities.

1.7 The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

1.8 The Site is intended for users who are at least 14 years old. If you are under the age of 18, you are not permitted to register for the Site or use the Services without parental permission.

1.9 You agree to provide Titan or an mutually agreed neutral third party all necessary information to perform an audit to verify if you uphold all duties, agreements and limitations of these Terms of Use.

1.10 Additional policies which also apply to your use of the Site include:

- Our Privacy Notice, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.
- You owns all rights, titles and interests in all data and are solely responsible for this. Titan treats data in accordance with the applicable data protection regulations.
- Certain parts of this Site can be used only on payment of a fee.

1.11 You acknowledges that Titan owns all intellectual property rights in the platform, the entered data, the service and the documentation.

## 2. Acceptable Use

2.1 You may not access or use the Site for any purpose other than that for which we make the site and our services available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

2.2 As a user of this Site, you agree not to:

- Systematically retrieve data or other content from the Site to a compile database or directory without written permission from us
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users and/or data to send unsolicited email or creating user accounts under false pretenses
- Use a buying agent or purchasing agent to make purchases on the Site
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use
- Engage in unauthorized framing of or linking to the Site
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords
- Make improper use of our support services, or submit false reports of abuse or misconduct
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools
- Interfere with, disrupt, or create an undue burden on the Site or the networks and services connected to the Site
- Attempt to impersonate another user or person, or use the username of another user
- Sell or otherwise transfer your profile and other data
- Use any information obtained from the Site in order to harass, abuse, or harm another person
- Use the Site or our content as part of any effort to compete with us or to create a revenue-generating endeavor or commercial enterprise
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site
- Attempt to access any portions of the Site that you are restricted from accessing
- Harass, annoy, intimidate, or threaten any of our employees, agents, or other users
- Delete the copyright or other proprietary rights notice from any of the content
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Site, or any material that acts as a passive or active information collection or transmission mechanism
- Use, launch, or engage in any automated use of the system, such as using scripts to send comments or messages, robots, scrapers, offline readers, or similar data gathering and extraction tools
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site
- Use the Site in a manner inconsistent with any applicable laws or regulations
- Threaten users with negative feedback or offering services solely to give positive feedback to users
- Misrepresent experience, skills, or information about a User
- You may not and may not allow your authorized Users to distribute unlawful, harmful, harassing material or content that could cause personal injury or property damage.
- Advertise products or services not intended by us
- Use the contents of the site solely for the internal use and benefit of your organization and not for re-sale or other transfer or disposition to, or use by, or for the benefit of, any other entity or person
- Falsely imply a relationship with us or another company with whom you do not have a relationship

# Titan Solutions AG – Abroadify Terms of Use

## 3. Information you provide to us

3.1 You represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete and relate to you and not a third party; (b) you will maintain the accuracy of such information and promptly update such information as necessary; (c) you will keep your password confidential and will be responsible for all use of your password and account; (d) you have the legal capacity and you agree to comply with these Terms of Use; and (e) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site.

3.2 If you know or suspect that anyone other than you knows your user information (such as an identification code or user name) and/or password you must promptly notify us at [contact@abroadify.me](mailto:contact@abroadify.me)

3.3 If you provide any information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account. We may remove or change a user name you select if we determine that such user name is inappropriate.

## 4. Content you provide to us

4.1 There may be opportunities for you to post or provide content, information or data to the Site or send feedback to us (User Content). You understand and agree that your User Content may be viewed by other users on the Site, and that they may be able to see who has posted or uploaded that User Content. You agree that you only provide User Content to Titan where you are legally allowed to do so.

4.2 You represent and warrant that: (a) all User Content you submit will be true, accurate, current, and complete and relate to you and not a third party; (b) you will maintain the accuracy of such content at all times and promptly update such content as necessary

4.3 You further agree to comply with any rule required by law regarding personal information which you provide or upload to the website and Titan.

4.4 You further agree that we can use your User Content for any other purposes whatsoever in perpetuity without payment to you, and combine your User Content with other content for use within the Site and otherwise. We do not have to attribute your User Content to you.

4.5 You further agree that we can use your User Content without any limitation and after all contractual relationships between you and Titan ended. This also includes any information which is classified personal information that is provided to Titan by you. Further you agree that your profiles and data on the website are publicly available to other Users.

4.6 In posting User Content, including reviews or making contact with other users of the Site you shall comply with our Use Policies available on our website or the Abroadify application.

4.7 You warrant that any User Content does comply with our Use Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.

4.8 We have the right to remove any User Content you put on the Site if, in our opinion, such User Content does not comply with the Use Policy.

4.9 We are not responsible and accept no liability for any User Content including any such content that contains incorrect information or is defamatory or loss of User Content. We accept no obligation to screen, edit or monitor any User Content but we reserve the right to remove, screen and/or edit any User Content without notice and at any time. User Content has not been verified or approved by us and the views expressed by other users on the Site do not represent our views or values.

4.10 If you wish to complain about User Content uploaded by other users please contact us at [contact@abroadify.me](mailto:contact@abroadify.me)

## 5. Our content

5.1 Unless otherwise indicated, the Site and Services including source code, databases, functionality, software, website designs, audio, video,

data, text, photographs, and graphics on the Site (Our Content) are owned or licensed to us, and are protected by copyright and trade mark laws.

5.2 Except as expressly provided in these Terms of Use, no part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

5.3 Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your private or company internal use.

5.4 You shall not (a) try to gain unauthorized access to the Site or any networks, servers or computer systems connected to the Site; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Site or Our Content, including the modification of the paper or digital copies you may have downloaded.

5.5 We shall (a) prepare the Site and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the Site that contains viruses.

5.6 The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site.

5.7 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete or up to date.

## 6. Site Management

6.1 We reserve the right at our sole discretion, to (1) monitor the Site for breaches of these Terms of Use; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms of Use; (3) refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any of your Contributions; (4) remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and Services.

6.2 We do not guarantee that the Site will be secure or free from bugs or viruses.

6.3 You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

## 7. Modifications to and availability of the Site

7.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

7.2 We cannot guarantee the Site and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or Services during any downtime or discontinuance of the Site or Services. We are not obliged to maintain and support the Site or Services or to supply any corrections, updates, or releases.

7.3 There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

## 8. Pricing and Service

8.1 The Site and Services are provided to mainly two different groups of users:

- Talents
- Companies

For each group different set of services and features are offered. You can choose the type of service offering before on the website and within the application upon registration.

8.2 The platform offers free of charge services for Talents (i.e. students, pupils) and payable services for Young Professionals as well as for Companies. The subscription models for payable services are as follows:

Companies:

- Package 1: Trial Package: Get a first look at our solution and explore its core functionality. Test the platform hands-on and, with a bit of luck, find your first new hire free of charge.
- Package 2: Discovery Package: Dive deeper into our solution and run a pilot project with light integration into your recruiting process. Experience how our technology enhances your talent acquisition journey.
- Package 3: Digital Agent Package: Integrate your virtual Talent Recruiter directly into your recruiting workflow and unlock the full potential of all Abroadify features – just at your fingertips.
- Package 4: Full Integration Package: Connect the Digital Agent seamlessly to your recruiting system and open up entirely new possibilities in global talent sourcing. API and/or integration layer connectivity.

Young professionals:

- Package A: Young Professionals: Get access similar to active university students.
- Package B: Young Professionals with Country Salary Insights: Extended access to selected countries, including the salary benchmarks for roles in the related city regions. Covers salary insights for professionals with 1-3 years and 3+ years of work experience.
- Package C: Young Professionals with Continental Salary Insights: All the benefits of Package B, expanded to comprehensive salary insights across an entire continent.
- Package D: Young Professionals with Global Salary Insights: All the benefits of Package C, expanded to comprehensive salary insights across an entire world.

8.3 The platform offers free of charge services for Talents (i.e. students, pupils) and payable services for Young Professionals as well as for Companies.

8.4 Titan offers a Helpline on “best effort” basis.

8.5 Titan shall have the right to

- stop providing its individual services and the package and
- claim a default interest of up to 5% per service per annum without canceling the subscription

8.6 You agree that very new feature, addon and service which is not covered by the Packages 1-4 or A-D will be charged additionally on new terms and conditions and needs a separate subscription/order.

8.7 All prices for payable services agreed on are without Value Added Tax. Titan Solutions AG VAT number is CHE-303.735.387 MWST.

## 9. Disclaimer/Limitation of Liability

9.1 The Site and Services are provided on an as-is and as-available basis. You agree that your use of the Site and/or Services will be at your sole risk except as expressly set out in these Terms of Use. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site and Services and your use thereof including, without limitation, the implied warranties of satisfactory quality,

fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

9.2 We make no warranties or representations about the accuracy or completeness of the Site's content and are not liable for any (1) errors or omissions in content; (2) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored on our server; (3) any interruption or cessation of transmission to or from the site or services; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party.

9.3 We will not be responsible for any delay or failure to comply with our obligations under these Terms of Use if such delay or failure is caused by an event beyond our reasonable control.

9.4 We will not be liable for any User Content a third party provides or uploads to our website.

9.5 We will not be liable for any consequences to you in case your company profile is not displayed or included by any feature or service of Titan.

9.6 Our responsibility for loss or damage suffered by you whether you are a private, consumer or a business user are defined as follows:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- If we fail to comply with these Terms of Use, we will be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Use, but we would not be responsible for any loss or damage that were not foreseeable at the time you started using the Site/Services.
- Notwithstanding anything to the contrary contained in the Disclaimer/Limitation of Liability section, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to a total aggregate amount equal to the greater of (a) the sum of 0 CHF or (b) the amount paid, if any, by you to us for the Services/Site during the six (6) month period prior to any cause of action arising.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our Site/Services; or
  - use of or reliance on any content displayed on our Site.
  - In particular, we will not be liable for:
    - loss of profits, sales, business, or revenue;
    - business interruption;
    - loss of anticipated savings;
    - loss of business opportunity, goodwill or reputation; or
    - any indirect or consequential loss or damage.

9.7 You agree that all third party services purchased or provided through the platform are at your own risk. Further you agree to comply with all applicable laws and regulations.

## 10. Term and Termination

10.1 These Terms of Use shall remain in full force and effect while you use the Site or Services or are otherwise a user of the Site, as applicable.

10.2 You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at [contact@abroadify.me](mailto:contact@abroadify.me). You are responsible for the termination of the user account.

## Titan Solutions AG – Abroadify Terms of Use

10.3 The general notice period for payable services is 3 months to the end of the calendar year after the initial 12 month of platform usage if not otherwise agreed with the subscriptions.

10.4 Without limiting any other provision of these Terms of Use, we reserve the right to, in our sole discretion and without notice or liability, deny or suspend access to and use of the Site and the Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms of Use or of any applicable law or regulation.

10.5 If we determine, in our sole discretion, that your use of the Site/Services is in breach of these Terms of Use or of any applicable law or regulation, we may terminate your use or participation in the Site and the Services or delete your profile and any content or information that you posted at any time, without warning, in our sole discretion.

10.6 If we terminate or suspend your account for any reason set out in this Section, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

### 11. General provisions

11.1 Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

11.2 You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the Site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

11.3 These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Services constitute the entire agreement and understanding between you and us.

11.4 Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

11.5 We may assign any or all of our rights and obligations to others at any time.

11.6 We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.

11.7 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site or Services.

11.8 A person who is not a party to these Terms of Use shall have no right to enforce any term of these Terms of Use.

11.9 In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by email at [contact@abroadify.me](mailto:contact@abroadify.me) or by post to:

Titan Solutions AG  
Chaltenbodenstrasse 8  
8834 Schindellegi, Schwyz  
Switzerland

### 12. Written form

12.1 Changes and amendments to the Terms of Use as well as termination of the Contract or Subscription shall be in writing if not otherwise as a service feature offered on the Abroadify.me platform.

### 13. Severability

13.1 Should any provision of the Terms of Use be or become void, ineffective or unenforceable in full or in part, the validity and enforceability of all of the remaining provisions shall not be affected.

13.2 The void, ineffective or unenforceable provision shall be regarded as replaced by the effective and enforceable provision that corresponds as closely as possible to the economic objective of the void, ineffective and unenforceable provision. The same shall apply to any gaps in Terms of Use.

### 14. Applicable law; place of jurisdiction

14.1 This Terms of Use (and any non-contractual disputes or claims) shall be governed by Swiss law.

14.2 The exclusive place of jurisdiction for any disputes arising out of or in connection with these Terms of Use shall be Zürich in Switzerland.