



1. Customer's General Terms and Conditions of WEME Global GmbH and WEME Earth for the provision of Products and Services

11.06.2024 Rev. 2

1. Introduction

These Terms and Conditions (TandCs) outline the Services you have engaged us to provide. These terms, combined with our **Quote(s), Order(s), Sales contract, Order confirmation, Delivery Notice, and Subscription Contract** in short Agreements, constitute the full legal contract for assistance between you (hereinafter "Customer", "you", "your") and WEME Global GmbH (hereafter "WEME". "us", "ours") and all our Affiliates. In cases of inconsistency between these terms and the Agreement(s), these terms will prevail, except where the Agreement explicitly modifies any aspect of them.

2. Offerings

We execute the Services and provide Products, also referred to as Deliverables, with due skill and care, ensuring they meet the agreed standards.

We offer Services under various subscription types, identified (i) by your self registration on our Marketplace, (ii) first payment date or (iii) you are providing us with an Order confirmation.

The specific type applicable to ordered Products or Service is identified in the ordering documents.

You acknowledge with your order confirmation that the scope of these Services (i) as defined in Sales Contract (ii) "as is" for online purchases of Products and Services, is adequate for your intended purpose.

3. Your Role

To facilitate proper Service, you must ensure that all information provided by you, or your affiliates, is promptly delivered, accurate, complete, up-to-date, and based on appropriate assumptions. This includes, without limitation, a valid email address, payment details in the User profiles, account settings and key contacts.

You declare that you are your legally capable of conducting business.

4. Payment

You agree to pay us for our Services and Products are due as quoted by us, with any estimates provided being non-binding.

5. Confidentiality

We will use each other's confidential information solely for Products and Services delivery and not disclose it to Third Parties, except as allowed by the Agreement(s), scope of work, or law, or with auditors, lawyers, or group members, provided they are pre-informed of non-liability and no further sharing is allowed.

Confidential information can be shared with our affiliates, subcontractors, Service providers, or your advisors under confidentiality Agreements, lasting up to three years post-receipt.

This clause does not apply to public, independently received, or previously known information.

6. Agreement Start

The contract will start on the earlier of (i) the date of your Order Confirmation; or (ii) the commencement of the Services, or (iii) accepting Terms and Conditions on WEME's digital Marketplaces.

7. Marketplace Access

By registering yourself onto a WEME's Marketplace you become an authorized User or User and you are granted a limited, revocable, non-exclusive, and non-commercial, non-transferable license for personal use. You are permitted to use the Service only as authorised by us.

We urge all authorized Users to keep their account details confidential, secure from unauthorized access and otherwise dispose of your account, as you keep the responsibility for any actions associated with your User account.

All Users must safeguard WEME's Marketplace using virus detection and report security breaches. Interfering with the Marketplace's function, attempting unauthorized access, or engage in any conduct harmful to WEME or other Users.



The use of any data extraction tools is prohibited, and Users cannot modify, reverse engineer, or create derivative Content, Products, or Services from WEME's software, Marketplace, website without written permission.

Misrepresentation of identity is prohibited and WEME is not responsible for verifying User-provided information.

8. Content Handling

All Content is offered without any express or implied warranties, including merchantability, fitness for a specific purpose, or non-infringement and we do not guarantee information accuracy.

Modifications to Content, features or functionalities remain exclusively with us and Users must not modify or use any Content, including graphics and media, separately from accompanying text. Framing WEME's trademarks, logos, or proprietary information without permission is prohibited.

We reserve the right to change, remove or update information and all Content on Marketplace, to correct errors, inaccuracies, or omissions at any time without prior notice.

9. External Links

We are using Third-Party websites, Services, or interactions and bare nor responsibility for those, and any engagements are at the User's risk.

10. Ownership and Intellectual Property

Copyrights and ownership for all Deliverables, Products and Services provided by WEME, both on and off the Marketplace, are owned by WEME. Users may use these only as specified in the Agreement(s) or for intended internal use, and cannot reproduce, redistribute, re-utilize, or modify them without WEME's explicit written consent.

Creating or publishing databases with significant parts of WEME Deliverables, Products and Services, including prices and Product or Service listings, without permission is prohibited.

WEME's trademarks and trade dress, like graphics and logos, must not be used for unrelated Products or Services or in any manner that causes confusion or discredits WEME. Trademarks not owned by WEME appearing in WEME Services belong to respective owners, who may or may not be affiliated with, connected to, or sponsored by WEME.

These Terms do not transfer any Intellectual Property rights from us to you.

Unauthorized Third-Party use of the Content online and offline is not WEME's responsibility.

All authorized User(s) of WEME online Service acknowledge and agree that WEME is not required to disclose its pricing structure, methodologies, or specific pricing details, as this information is confidential and proprietary. Users waive any rights to access or demand this pricing information, understanding that its disclosure is at WEME's sole discretion.

11. Data Privacy

You agree that WEME may handle the personal data of your employees, contractors, clients, and other individuals for several purposes: (a) delivering the Products and Services, (b) managing our administrative or client relationship systems, which includes utilizing IT outsourcing providers, (c) conducting quality and risk management assessments, and (d) electronically or otherwise delivering information to you about our company (e) allow usage of Marketplace Services and other Products and Services we offer.

You are responsible for adhering to data protection laws, obtaining necessary consents, and implementing sufficient security measures for personal data processing.

12. Data Sharing

For the purposes outlined, we may transfer personal data outside the European Economic Area (EEA), provided that either: (i) the recipient is in a country ensuring adequate protection for personal data, or (ii) the transfer is governed by an Agreement complying with EU standards for transferring personal data to processors outside the EEA, or with regulatory approval.

13. Communication

WEME communicates with its Users electronically, which includes sending emails, texts, in-app push notices, and messages through their website, Marketplace or Third-Party Services, which will be legally binding as if they were in writing, except in cases where law specifically requires a different form of communication.



As part of our customer Service, we will suggest features, Products, and Services that may interest Users, including Third-Party advertisements. These recommendations are based on identifying User preferences to enhance and personalize the User experience.

14. Transactions

To purchase any Product or Service or subscription, you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any purchase; and that (ii) the information you supply to us is true, correct, and complete.

By submitting such information, you grant us the right to provide the information to Third Parties for purposes of facilitating the completion of Purchases.

Depending on the Deliverable or Service selected by you or contractually set customized Services, different Product features may be available at the then current fee on the date of renewal or contract start date.

You confirm to be in line with international export control requirements and sanctions.

15. Order

To be able to implement your order to your full satisfaction, we would like to point out that precise information about your desired location (e.g. longitude/latitude or region) is essential and will be requested when ordering not yet published Content and the creation of new Products and Services. Deviations from your information may cause unsatisfactory results for you. All our orders will be published on our online Marketplace without breaching any confidential, data privacy or intellectual property rights.

The Inquiry or Order receipt message from WEME acknowledges receipt but doesn't constitute acceptance of the customer's request to provide Products and Services, which will be binding only once WEME issues an order confirmation.

16. Changes

Either we or you may request a change to the Services or the contract. A change will be effective only when agreed in writing and is not free of charge after we received your Order Confirmation.

17. Billing

Any of WEME's Services commence only after receiving effective payment, payment security and due payments.

We may credit claims and generally bill monthly unless otherwise agreed. Payment is due within ten days of invoice receipt. Down payments, partial payments, or milestone payments may be arranged, as stated in supporting Agreement(s). The payment period remains unchanged if the invoice is returned due to reasons outside our influence. In case of late payment, we may charge you interest at the rate set by law.

Services invoiced by WEME are payable in Euros, with currency differences and exchange rate fluctuations borne by the customer, based on the European Central Bank's rate on the invoice end of business day date. The customer is responsible for all wire transfer costs.

If WEME at any time reasonably realizes that the financial situation of you or your method of payment no longer justifies the continuation of the work to be performed, we can request full or partial advance payment or otherwise redefine the method of payment, request additional documents as security for the payment, suspend work or terminate the contract one sided.

If payment security is required, you must provide an irrevocable letter of credit or bank guarantee at their expense, meeting WEME's conditions and timelines.

If, with respect to any Products and Services provided by us, a promotional fee or discount has been offered, unless otherwise set forth in the applicable Order Confirmation, that fee or discount will only apply to the first 12-month period of the Term (and not to any subsequent 12-month period in a multi-year term or any renewals).



In the event of pricing errors in our catalog, we will confirm the correct price during order processing and before payment. If the actual price is higher than the listed price, we will either seek your confirmation to proceed at the correct price or cancel the order. If the correct price is lower, we will charge a reduced amount.

You are responsible for all Internet, communication, hardware, and other costs associated with the delivery of content, contract fulfillment, provision of Deliverables and the use of our Services.

Deviations from this standard arrangement can be formalized in order requests initiated by WEME in writing.

18. Taxes and Legal Fees

Each Party is responsible for its own taxes and legal fees as required by law.

19. Indemnification

As a condition of your access to and use of the Service, you agree to indemnify WEME against Third-Party property rights infringements and bear all related legal costs. By using the Service, you commit to indemnify us and our successors for all liabilities, including legal fees arising from your use of the Service and Content, breach of these Terms, violation of any laws, or infringement of other persons' rights.

This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

20. Non-exclusivity

Exclusivity rights, if desired, must be mutually agreed upon and signed in a separate Agreement prior to your Product or Service purchase.

21. Non-Compete Clause

Users on our Marketplace are not permitted to directly contact or engage with other suppliers, customers, or other Users for commercial or any other purposes. Any form of negotiation or disclosure of sales prices without WEME's consent is strictly prohibited.

Deviations from this Agreement are grounds for termination.

22. Subcontracting

We may provide Services to your competitors or others with conflicting interests and publish our Products and Services on our Marketplace, as long as your confidential information remains undisclosed, and no ethical conflicts arise.

WEME can subcontract parts of its work but retains overall responsibility. Payments to associated Third Parties are made solely by WEME. We disclaim responsibility for Third-Party Content accuracy and compliance.

23. Conflict of Interest Declaration

Users assert they have no known conflicts of interest in relation to the use of WEME's Deliverables, Services and Products. Conflicts may stem from economic, political, familial, or personal ties, or any shared interests with those managing or assessing us on and offline Products and Services. You must immediately report any potential or actual conflicts to WEME, as these may lead to exclusion from the activity.

24. Corruption and Legal Investigations

WEME prioritizes counteracting corruption and illegal activities during Service provision. Project delays caused by such activities won't lead to breach of contract claims. WEME conducts preliminary investigations and, if necessary, involves Third Parties for further investigation, with the customer bearing the investigation costs if evidence of corruption or fraud is found. The customer must act against such findings and keep WEME free of legal or reputational damage. WEME may cancel contracts if the customer's response is inadequate or delayed. WEME is legally obligated to report proven corruption or fraud cases.

25. Contract Termination

Both Parties reserve the right to terminate the Agreement(s) with written notice.

User: You may terminate the Agreement, Subscription, or other Agreements, with passage of time as stated in Agreements and if WEME breaches essential obligations and doesn't rectify within 60 days after written notice or terminate online Service on our Marketplace.



With the termination you immediately lose all rights to use the Deliverables, Products and Services and are required to delete or destroy all copies of the Product and Services, including those held by Authorized Users.

WEME: Immediate termination by us is allowed for significant reasons like payment delays, insolvency, or legal sanctions, security, and compliance issues. If WEME determines that the Customer's financial situation or payment method is unsatisfactory, it may require advance payment, alter payment methods, request additional payment security, suspend work, or unilaterally terminate the contract.

26. Cancellation and Suspension

We reserve the right to cancel or suspend your Order, Deliverables, Product(s) and Service(s) at any time due to factors like Product availability, pricing or description errors, order inconsistencies, fraud, unauthorized access and use, security risk, compliance, late or no payment or illegal transactions are suspected.

During any period of suspension, you are still responsible for any fees and charges incurred.

The cancellation right does not apply to digital Products, software, or Services not in physical format once download, Dispatch Confirmation is sent, or Service/Product use has begun. Customized orders are exempt from the cancellation right.

27. Liability

We are responsible for damages caused by intentional or gross negligence by itself, our representatives, or agents, limited to direct customer relationships for specific Products or Services, and capped at the amount paid or fee for the Product or Service. Liability for gross negligence must be claimed within six months of occurrence, with you proving damages caused by WEME.

WEME provides Products and Services "as is" without warranties, and is not liable for indirect or consequential damages, including without limitation, lost profits, data loss, or business interruption, whether foreseeable and whether a Party has been advised of the possibility of the damages.

Liability for special, indirect, incidental, punitive, or consequential damages is disclaimed, as well as damages suffered because of using the Service, copying, distributing, downloading Content, information and data from our Services are excluded - except as required by law. This includes losses due to inadequate data security or backup.

We are liable only to you for our Deliverables, Products and Service, with no responsibility to Third Parties unless specifically agreed in writing.

You are solely responsible for the security and backup of your data and equipment when using our Service.

WEME is not liable for lost data, re-run time, inaccurate instructions, work delays, or lost profits resulting from Service use.

Online Service may be interrupted for maintenance or updates, and WEME is not responsible for internet-related performance issues or regulatory impacts on cloud Services and online Marketplaces. Services in trial, evaluation, or Beta phases are for testing, not commercial use, and come without maintenance support.

You risk losing Content if a purchased subscription isn't obtained before the end of these trial periods.

WEME is not liable for delays or failures beyond its control, including natural events or illnesses.

Customer agrees not to file claims against individuals in connection with the Products and Services provided by WEME.

Failure to act on breaches does not waive WEME's rights to enforce terms in other instances.

28. Continuing Obligations

Certain terms of the Agreement, notably those concerning Use Restrictions and Ownership, remain in effect even after termination. If obligations and conditions existed prior termination.

29. Dispute Resolution

Parties will first attempt to resolve disputes out of court through negotiations, involving executive management discussions within thirty business days of notice.



30. Arbitration

Failing resolution with negotiations, either Party may proceed to arbitration or court in Salzburg, Austria. For unresolved disputes, registered mediators focusing on economic mediation will be used for extrajudicial settlement, with a 3-month deadline to reach Agreement before legal action.

31. Legal Proceedings

If mediation is unsuccessful or terminated within 12 months, Austrian law governs any subsequent legal proceedings, with the possibility of extending this period by mutual written Agreement. Pre-litigation costs, including legal advisor fees, incurred during mediation may be claimed in court or arbitration proceedings.

32. Governing Law

Salzburg, Austria, is the jurisdiction for disputes, settled through arbitration in German, excluding UN sales law.

The exclusive place of jurisdiction for any matters related to these Terms is Salzburg, Austria, under Austrian law. Disputes will be settled through arbitration at the International Arbitral Center of the Austrian Federal Economic Chamber in Salzburg, conducted in German, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.

33. Effectiveness

This Agreement will be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.

If any part of these terms is deemed invalid, the rest remains effective, with the invalid part being replaced by a similar, valid provision.

Our failure to act on breaches of the Conditions of Use does not waive its rights to enforce these terms in other instances of non-compliance.



Definitions

Affiliate refers to entities or companies under the company's control, controlling the company, or jointly controlled with the company, including subsidiaries, parent companies, and any influential partners or entities in the company's operations.

Agreement/s covers any legally binding arrangement or document, such as Letters of Intent (LoI), Memorandums of Understanding (MoU), Non-Disclosure Agreements (NDA), Inquiries and Requests, Sales Contract, Order and Order confirmation and various contracts that define the relationship between the supplier and WEME.

Authorized Use is the designated use of the site for personal, non-commercial reasons, complying with legal and export control regulations.

Authorized User and User describe an individual permitted by a customer or group to utilize WEME's Products and Services, conditioned on online signup and compliance with Terms and Conditions.

Commercial Purpose means redistribution, retransmission or publication in exchange for a fee or other consideration, which may include, without limitation: (a) advertising; (b) use in marketing and promotional materials and Services on behalf of a customer, client, employer, employee or for Customer's benefit; (c) use in any materials or Services for sale or for which fees or charges are paid or received; and (d) use in any books, news publication or journal.

Content includes all materials like data, images, videos, audio, texts, maps, databases, User interface, graphic components, logos, icons, reports, and software made available by us on WEME's Marketplace,

Customer is an individual, company or entity who enters purchase transactions or contracts to obtain goods, Services, or digital Content from WEME, under defined terms, covering both single and repeated engagements.

Content Management summarizes policies and rights WEME holds to regulate, remove, or manage Content uploaded by Users to ensure it adheres to the Service's standards and regulations.

Data consists of all marketable digital data sets or Services available for acquisition, also known as Reports or Intelligence.

Deliverables are defined in Sales Contract, WEME's Quote, Subscription Agreement are any outcomes, Products and Services, Images, Insights, Reports, or Intelligence provided to customers by WEME as a part of professional Services and obtained through payment or Agreement.

Delivery Notice concludes the transactional process between Supplier and WEME in response to an order, Sales Contract, License or Subscription agreement and in the case of online Service, once customer's purchased Service has been made available by WEME.

Information represents any data, knowledge, or details provided by or generated through WEME's Services, including personal and usage data, governed by privacy and data policies.

Inquiries and Requests are issued by you and provided through online Contact form, Marketplace tools or per Email and initiate a potential future transaction.

Order and Confirmation Process explain the procedures for how your orders are placed, validated, and confirmed by WEME, including the formation of contracts.

Order Confirmation is provided by WEME to confirm our acceptance with the Ordering Documents such as Sales Contract, Scope of Supply as defined in our quote. It identifies the start date of our contractual relationship between yourself and WEME.

Ordering Document contains these Terms and our Sales Quote, Sales Contract, Order Confirmation and any other Agreement.

Marketplace denotes WEME Global GmbH controlled technology Marketplaces, including hardware, software, and resources for creating and delivering applications, technologies, and Services online. May be referred to as Platform.

Products and Services include all WEME-licensed offerings and deliverables like Imagery, Information Products, Reports, Consulting, Insights, Intelligence, Marketplace, Subscription Services and License Agreements or any outcomes provided by WEME, obtained through payment or Agreement.



Purchase or Transaction involves acquiring goods, Services, or digital Content from WEME through payment or agreed terms, including one-time or ongoing arrangements.

Purpose relates to utilizing Content for distribution, retransmission, or publication of Content, often in exchange of payment, return for compensation, covering advertising, marketing, and sales activities, or inclusion in various publications.

Quote is based upon your inquiry or request and issued by WEME, stating the Products & Services WEME may provide, and which qualify for payment.

Software describes WEME Services digitally available to interact, communicate and exchange Content online.

Service describes WEME's digital available online Marketplace, digital tools and online Content, including Licenses and Subscriptions which customer uses to access and collaborate with WEME.

Subscription grants formal permission and describes conditions under which User can access WEME's Marketplace, software, digital Content, or Services. It is an ongoing access Agreement to WEME's Content, Service, Marketplace, or Tools, delivered on a subscription basis, providing continuous Service or Content access until cancellation.

Third Parties refers to entities or companies under the company's control, controlling the company, or jointly controlled with the company, including subsidiaries, parent companies, and any influential partners or entities in the company's operations.

Transaction encompasses any exchange or Agreement between the Supplier and WEME involving the transfer of goods, Services, or digital Content, which may include purchases, subscriptions, or any other form of commercial interaction as per agreed terms.

WEME's Content includes all materials like data, images, videos, audio, texts, maps, databases, User interface, graphic components, logos, icons, reports, and software published for customer's to purchase our WEME's Services.

WEME – refers to WEME Global GmbH

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