sqrib

General Terms of Service

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Title I — General Provisions

Art. 1 Purpose and Scope

1. These General Terms of Service (the "Terms") govern access to the SQRIB platform and the use of the services provided by SQRIB SA, a public limited company (société anonyme) incorporated under Swiss law with its registered office in Lausanne ("SQRIB").
2. No one may use the Platform without having accepted these Terms and taken note of the Privacy Policy. Acceptance is required from the first use, including where the Client does not create an account.
3. The services are offered in Switzerland and are intended for persons residing there.

Art. 2 Contractual Documents and Order of Precedence

1. The contract consists of these Terms, the Privacy Policy and the pricing page of SQRIB's website (the "Pricing Page").
2. In the event of any inconsistency:
   a. the Privacy Policy prevails on all matters relating to data protection;
   b. the Pricing Page prevails as regards prices and the value of Credits;
   c. these Terms prevail in all other respects.
3. Prices and the value of Credits are not set out in these Terms; they are governed by the Pricing Page, which may be amended in accordance with Art. 19 para. 3.

Art. 3 Definitions

For the purposes of these Terms:

a. "Platform" means the website, the application and all functionalities operated by SQRIB;
b. "Client" means the person bound by this contract, namely the Account Holder or, where there is no account, the person using the Platform;
c. "Account Holder" means the Client in whose name an account is opened and who is responsible for the charges invoiced to it;
d. "User" means any person who uses the Platform, whether or not that person is the Client;
e. "Case" means the account of the facts, the documents uploaded, the fact-gathering exchanges and the SQRIB Digital Information produced;
f. "SQRIB Digital Information" means the output of the automated processing of a request;
g. "SQRIB Guidance" means the review of SQRIB Digital Information by a member of SQRIB's staff (a "SQRIB Advisor");
h. "Consultation Request" means the request sent to an Expert asking the Expert to check that there is no conflict of interest and to state their availability;
i. "Summary Note" means the document sent to the Expert setting out the facts, the relevant information and the questions submitted;
j. "Expert" means an independent professional listed on the Platform or designated by the Client;
k. "Credits" means the unit in which services are accounted for.

Title II — Conclusion of the Contract, Parties and Account

Art. 4 Conclusion of the Contract and Parties

1. The contract is concluded upon acceptance of these Terms. It is binding on SQRIB and the Client.
2. The account may be used by the Account Holder personally, by the employees of an Account Holder that is a company, or by a third party to whom the Account Holder has entrusted access. Such persons are Users; they are not parties to the contract.
3. The Client represents that they are authorised to upload the information they provide, including where it concerns other persons. SQRIB does not verify such authorisation.

Art. 5 Account and Means of Access

1. The Platform may be used without an account. In that case, Cases are not stored permanently; what happens to them is governed by the Privacy Policy.
2. Opening an account is free of charge. It gives access to the storage of Cases and to their history.
3. The Account Holder shall provide accurate information and keep it up to date.
4. The Account Holder undertakes to keep their means of access confidential and not to disclose them to any third party. The Account Holder shall notify SQRIB without delay if they suspect unauthorised access or misuse of their identity.
5. The Account Holder is liable for the acts of any person to whom they give access to their account, whether they did so intentionally or by failing to take the precautions that may ordinarily be expected of them.
6. SQRIB does not disclose the content of a Case to anyone other than the Account Holder.

Art. 6 — Company Accounts and Access to Cases

1. A company account allows several Users to be linked to the same entity, each with their own workspace and with centralised invoicing. The Account Holder shall appoint at least one administrator.
2. The authorised administration of the Account Holder company has access to the content of the Cases of all linked Users. The Account Holder company shall clearly inform its employees and any linked User that their Cases may be consulted by management. This obligation is a condition for opening the account. Such access may not, however, be exercised without limit, having regard to the protection of the employee's personality rights under Art. 328 of the Swiss Code of Obligations (CO).

Title III — Rules of Conduct and Measures

Art. 7 Client's Duty of Care

1. Since the quality of the services depends directly on the information provided, it is the Client's responsibility to provide information that is as accurate and complete as possible.
2. The Client must always take care not to transmit sensitive information without first assessing whether it is clearly relevant to the request.
3. The Client shall ensure, under their sole responsibility, that they are entitled to use the information and documents they submit to SQRIB and that such information and documents are lawful. In case of doubt, the Client must refrain from submitting them, as SQRIB carries out no verification in this respect.

Art. 8 Prohibited Uses and Measures

1. Use of the SQRIB Platform for any purpose that is immoral or unlawful, or with the intention of harming others, whether directly or indirectly, is strictly prohibited. The Client and all Users are also prohibited from uploading to the Platform any information that is false, unlawful or unlawfully obtained.
2. The Client and all Users are further prohibited from:
   a. circumventing security or usage-limitation measures;
   b. accessing the Platform by automated means or placing an excessive load on its infrastructure;
   c. decompiling the Platform, reverse-engineering its design or extracting its code;
   d. systematically extracting, reproducing or reusing the content of the Platform;
   e. reselling or sub-licensing the services, or making them available to third parties;
   f. using knowledge of the Platform to design a competing service.
3. Where unlawful or malicious use, or use not in compliance with these Terms, is suspected, SQRIB may block access to the account immediately and without notice. SQRIB decides at its sole discretion, on the basis of the information available to it. Insofar as such blocking is based exclusively on automated processing and significantly affects the Client, it may constitute an automated individual decision within the meaning of Art. 21 of the Federal Act on Data Protection (FADP); where this is the case, the Client has the right to request that it be reviewed by a natural person and to state their position within ten days of notification of the blocking, in accordance with the procedure described in the Privacy Policy.
4. SQRIB reserves the right to inform the competent authorities of any use of the Platform for unlawful purposes.
5. The financial consequences of blocking are governed by Art. 19 para. 7.

Art. 9 Compensation for Damage

1. The Client is liable to SQRIB for any damage caused by a breach of Art. 7 and 8, whether the breach was committed by the Client or by a person to whom the Client has given access to their account.
2. SQRIB reserves the right to claim compensation, in particular where the Client has failed to exercise due care or has made unlawful or malicious use of the Platform.
3. The Client shall indemnify SQRIB against any third-party claims arising from the information and documents the Client has provided.

Title IV — Services

Art. 10 Platform, Case Management and Support

1. SQRIB makes the Platform available and enables Cases to be created and stored, documents to be uploaded and the history of exchanges to be consulted.
2. SQRIB provides three services: SQRIB Digital Information (Art. 11), SQRIB Guidance (Art. 12) and EXPERT Consultation (Art. 13).
3. SQRIB may refuse to process a request, in particular where its subject matter is unlawful, where it is intended to harm others, or where it exceeds what the Platform is able to handle.

Art. 11 SQRIB Digital Information

1. SQRIB Digital Information is SQRIB's response to the Client's request. It is produced digitally by automated systems, without human intervention.
2. All SQRIB Digital Information is accompanied by a Reliability Indicator. The Reliability Indicator shows whether the SQRIB Digital Information rests on a sound factual and legal basis, in particular whether the facts at issue and the legal bases are clear. The Reliability Indicator does not show whether the content and conclusions of the SQRIB Digital Information are correct, whether the documents issued are compliant, or whether the legal situation is favourable to the Client. Under no circumstances may the Client rely on it alone to make a decision concerning their rights. By accepting these Terms, the Client acknowledges and accepts that SQRIB Digital Information, being produced by an automated system, may not accurately reflect the persons, facts or rules of law concerned, and that it is for the Client to verify the SQRIB Digital Information by their own means, if necessary through an EXPERT Consultation within the meaning of Art. 13, before drawing any conclusion from it as to their rights.
3. The scope of SQRIB Digital Information and SQRIB's liability are governed by Art. 15 and 16.

Art. 12 SQRIB Guidance

1. The Client may request that a SQRIB Advisor review the SQRIB Digital Information produced.
2. The SQRIB Advisor first checks that:
   a. the processing has been completed and the SQRIB Digital Information answers the question asked;
   b. the facts on which the SQRIB Digital Information is based are those of the Case and are accurately reproduced;
   c. the provisions and decisions cited exist, are in force and correspond to what the SQRIB Digital Information states about them;
   d. the SQRIB Digital Information contains no contradiction or manifest error, in particular as regards persons, places, dates, amounts and the area of law;
   e. the Reliability Indicator corresponds to the state of the Case.

   Secondly, the SQRIB Advisor gives a fresh assessment of whether it is necessary to consult a lawyer or another expert and sets out in detail the reasons for that assessment.
3. The above list is exhaustive. SQRIB Guidance does not cover the accuracy of the facts provided by the Client, the compliance of the documents produced, the choice of the applicable provisions, the merits of the conclusion or the Client's prospects of success.
4. The SQRIB Advisor may be assisted by automated tools that are independent of those that produced the SQRIB Digital Information. The sources are verified again. The SQRIB Advisor carries out a review only; the SQRIB Advisor does not provide legal advice, does not draft the SQRIB Digital Information and does not act in place of a professional.
5. If no manifest error is detected, the SQRIB Digital Information is confirmed. Otherwise, the errors are notified to the Client and new SQRIB Digital Information is produced automatically on that basis; it replaces the reviewed SQRIB Digital Information, which remains accessible.
6. Each SQRIB Guidance review is charged, including where it reveals an error.
7. If, following SQRIB Guidance, the Client requests an EXPERT Consultation within the time limit indicated to them, the price of the review is deducted from the referral fee. The deduction may not exceed the amount of that fee.

Art. 13 EXPERT Consultation

1. EXPERT Consultation consists of SQRIB putting the Client in contact with an Expert and arranging a thirty-minute consultation by videoconference. It relates to the request the Client has submitted to SQRIB and allows the Client to examine with the Expert the questions they wish to explore further.
2. SQRIB proposes one to three Experts able to deal with the Client's request and states their fee terms. The Client designates the Expert they wish to consult.

a) Conflict-of-interest check

3. SQRIB sends the designated Expert a request to check that there is no conflict of interest. A conflict of interest exists where the Expert cannot act independently, in particular because the Expert advises or has advised another party involved in the same matter.
4. Only the information necessary for this check is disclosed: the surname, first name and address of the persons concerned by the matter, in particular the Client where the Client is personally concerned, the opposing parties and, where necessary, any other persons or entities involved. The Client shall provide this information completely and accurately; otherwise the Expert may be unable to detect a conflict of interest.
5. No information relating to the substance of the Case is disclosed at this stage. The Expert receives no indication of the facts, the subject matter of the request, the area of law concerned or the questions the Client wishes to submit.
6. The Expert is bound by the strictest professional secrecy and may neither disclose nor use the information received. If the Expert is not retained, the Expert shall delete that information without delay.
7. If the designated Expert is not available or has a conflict of interest, SQRIB informs the Client and, where possible, proposes other Experts.

b) Availability of the Expert

8. Following this check, SQRIB informs the Client whether the Expert is available and on which dates.

c) Payment and transmission of the Case

9. The Client chooses the date of the consultation and makes payment. SQRIB then sends the Expert the complete Case, including the documents uploaded, together with a Summary Note. The Expert remains bound by professional secrecy with regard to all information transmitted. The mandate begins as soon as the Expert receives written confirmation of the consultation from SQRIB.
10. If the Expert withdraws after reviewing the Case, SQRIB informs the Client and either proposes another Expert or refunds the price paid.

d) Conduct of the consultation

11. The consultation may not be recorded without the express consent of both the Client and the Expert.
12. The consultation may be cancelled free of charge within the time limit stated when the appointment is booked. After that time limit, the price remains payable if the cancellation is made by the Client or if the Client fails to attend. If the consultation does not take place for reasons attributable to the Expert or for technical reasons, it is rescheduled or the price paid is refunded.
13. The consultation ends when the thirty minutes have elapsed. The Client and the Expert remain free to agree directly on any further steps, without SQRIB's involvement.

e) e) Selection of Experts and role of SQRIB

14. SQRIB selects Experts neutrally and independently and carries out prior vetting of those it proposes. No Expert may pay to be proposed to a Client, to obtain a better listing or to be presented more favourably.
15. The mandate is concluded exclusively between the Client and the Expert. SQRIB is not a party to it and does not intervene in its performance, save in its role as intermediary and organiser of the consultation.

Art. 14 Complaints

1. A Client who is dissatisfied with an Expert's services may inform SQRIB. SQRIB forwards the substance of the complaint to the Expert concerned and obtains the Expert's comments.
2. SQRIB does not express any view on the quality of an Expert's services, which is a matter for the relationship between the Client and the Expert and, where applicable, for the competent supervisory authority.

Title V — Scope of Services and Liability

Art. 15 — Principle

1. SQRIB is not a law firm. It does not provide legal advice, does not represent the Client and never acts on the Client's behalf.
2. SQRIB Digital Information and documents produced automatically by SQRIB are information provided for guidance only. They may contain errors and are not a substitute for consulting a professional. SQRIB does not guarantee the accuracy of the information provided, the compliance of the documents produced, or any outcome before an authority or a court.
3. Any liability of SQRIB, its employees or its agents for damage arising from the services provided is excluded, except in cases of unlawful intent or gross negligence within the meaning of Art. 100 para. 1 CO.
4. Art. 16 and 17 specify SQRIB's liability according to the service and the situation. These provisions apply subject to para. 3.

Art. 16 — Liability by Service

a) SQRIB Digital Information and documents produced

1. SQRIB Digital Information and documents produced automatically do not give rise to any liability on the part of SQRIB.
2. A Client who wishes to have the accuracy of SQRIB Digital Information or the compliance of a document verified must consult a qualified professional, where appropriate through an EXPERT Consultation within the meaning of Art. 13. SQRIB Guidance under Art. 12 does not constitute such verification.

b) SQRIB Guidance

3. SQRIB Guidance does not guarantee the accuracy of the SQRIB Digital Information or the compliance of the documents produced. It merely establishes the absence of manifest error with regard to the points listed in Art. 12 para. 2.
4. SQRIB is liable only for the defective performance of this review.

c) EXPERT Consultation

5. SQRIB's liability is limited to the annual vetting of Experts and the organisation of the consultation.
6. SQRIB checks at least once a year that the Experts it proposes hold the authorisations required to practise their profession and have professional liability insurance cover in force. An Expert who fails to provide such evidence is removed from the list until the supporting documents are produced. SQRIB is not liable for changes occurring between two checks.
7. SQRIB organises the consultation with due care. If the consultation does not take place, Art. 13 para. 12 applies. Where a time limit must be observed, it is for the Client to take all appropriate measures personally, in particular if the Expert is unable to hold the consultation in time, or delays or cancels it.
8. SQRIB is not liable for the acts of the Expert, the content of the consultation, the advice given or the outcome obtained. The Expert provides their services under a mandate concluded directly with the Client, to which SQRIB is not a party and which comes into existence at the time provided for in Art. 13 para. 9.

Art. 17 — Time Limits, Urgent Situations and Availability

1. The SQRIB Platform is not able to handle urgent legal requests, in particular where court measures must be taken immediately or where a time limit must be preserved by a legal step within less than one week. In such situations, the Client must immediately contact a professional representative or act alone under their own responsibility. Contacting SQRIB neither suspends nor interrupts any time limit.
2. SQRIB indicates time limits for guidance only and without commitment. If SQRIB indicates none, this does not mean that no time limit is running. SQRIB is not liable for any time limit that has expired.
3. SQRIB accepts no liability for any direct or indirect damage arising from the malfunctioning of its Platform or from any interruption of it, in particular the forfeiture of a right or the expiry of a limitation period.

Title VI — Use of Data

Art. 18 Data, Confidentiality and Secrecy

1. The processing of personal data is governed by the Privacy Policy, which prevails over these Terms on all matters relating to data protection.
2. SQRIB treats the content of Cases confidentially. Its staff are bound by a duty of confidentiality, including after their engagement has ended.
3. SQRIB is not subject to lawyers' professional secrecy.

Title VII — Financial Terms

Art. 19 — Credits, Prices and Payment

1. SQRIB's services are paid for in Credits. Prices, the value of Credits and the means of payment are set out on the Pricing Page.
2. Credits are not a means of payment: they may not be exchanged, refunded in cash or transferred. Some Credits expire; Credits are used in order of expiry, starting with those that expire first.
3. The value of Credits varies according to market conditions and processing costs. SQRIB may revise it at any time, including for Credits already acquired. Any revision is announced ten days in advance on the Pricing Page.
4. The price of a service is either fixed or depends on the work required. It is indicated to the Client, where necessary in the form of an estimate, before the Client commits to the expense. Prices include value added tax.
5. Payments are processed by a specialised payment service provider; card details are not received by SQRIB.
6. The exercise of data protection rights is free of charge. Data extractions going beyond what the law requires SQRIB to provide are charged on a time-spent basis, subject to a prior quotation.
7. Blocking under Art. 8 para. 3 suspends the services without extending the subscribed period. On termination of the contract, for whatever reason, unused Credits are forfeited.

Art. 20 — Expert Fees and Referral Fee

1. An Expert's fees are not paid in Credits but are the subject of a separate payment. SQRIB collects them on behalf of the Expert and remits them to the Expert; it never holds them for its own account.
2. The referral fee is payable by the Client. It is a flat fee, subject to a cap, and never proportional to the Expert's fees.

Title VIII — Termination of the Contract and Final Provisions

Art. 21 — Intellectual Property

1. The Platform, its components, its know-how and its distinctive signs belong to SQRIB. The Client receives only the right to use the services in accordance with these Terms.
2. Documents and information uploaded by the Client remain the Client's own. The Client authorises SQRIB to use them for the time and to the extent necessary to perform the services.
3. The Client may freely use the SQRIB Digital Information and the documents that SQRIB produces for the Client, including by transmitting them to a third party.
4. SQRIB may freely use, without consideration, any comments and suggestions the Client sends to it.

Art. 22 — Termination of the Contract

1. The Client may delete their account at any time.
2. SQRIB may terminate the contract by giving thirty days' notice. In the event of a serious breach, SQRIB may terminate it with immediate effect.
3. Termination of the contract entails the deletion of Cases, subject to the retention periods provided for in the Privacy Policy. It is for the Client to export beforehand anything they wish to keep.
4. Unused Credits are forfeited. Sums owed remain payable. A consultation already paid for but not yet held is either maintained or refunded.
5. Art. 9, 15 to 18, 21 and 24 continue to apply after termination of the contract.

Art. 23 — Amendment of the Terms and Services

1. SQRIB may amend these Terms. Amendments are announced fifteen days before they enter into force, via the Platform or by email.
2. A Client who refuses an amendment may terminate the contract free of charge before it takes effect. Use of the Platform after that date constitutes acceptance.
3. Prices and the value of Credits are not amended under the procedure set out in this Article, but under the procedure set out in Art. 19 para. 3.
4. SQRIB may develop its services and discontinue all or part of them. Any substantial change to, and any discontinuation of, a service is announced in advance.

Art. 24 — Governing Law and Place of Jurisdiction

1. The relationship between SQRIB and the Client is governed by Swiss law.
2. All disputes that may arise between SQRIB and the Client shall be submitted exclusively to the competent courts in Lausanne. SQRIB nevertheless reserves the right to bring proceedings at the Client's domicile or before any other competent court.

Art. 25 — Final Provisions

1. These Terms, the Privacy Policy and the Pricing Page constitute the entire agreement between the parties.
2. If any provision is invalid, the remaining provisions continue to apply. The invalid provision shall be replaced by a valid provision having an equivalent economic effect.
3. The Client may not assign their rights without SQRIB's consent. SQRIB may assign the contract to an affiliated company or in connection with a transaction involving its share capital or assets.
4. Communications are validly made electronically, to the last known address or via the Platform.
5. These Terms are drawn up in French. The French version prevails over any translation.

SQRIB SA, LAUSANNE, 24 September 2026