

Terms of Use for Q Point Software Services

Valid from July 1st, 2025

1. Preamble

- a) Q Point AG, located at Güterstrasse 20, 4900 Langenthal, Switzerland (in the following QP), develops and operates software services (in the following QP Services) together with its subsidiaries.
- b) These Terms of Use govern access to and use of the QP Services in their entirety. They apply to all QP services.

2. Definitions

- a) *Customer*: The legal entity that has entered into an agreement with QP or one of its subsidiaries for the use of QP Services.
- b) *User*: A natural person who is authorised to use the QP Services on behalf of the customer.
- c) *Primary User*: The first registered User created by QP in the licensed systems, who may administrate and authorize additional Users by his user rights. The Primary User is also deemed a User under these Terms.
- d) *QP-Services (non-exhaustive)*: The software solutions offered by QP, in particular Q Plant, Q Site, Q Transport, Q Machines, SiteBuddy App, TruckBuddy App, Q Directories, are accessible via a web browser or via a mobile application on a mobile device.

3. Scope of Use

- a) The use of a QP Service by a user is only permitted in compliance with these Terms of Use. By using the QP Service, you as a user expressly agree to these Terms of Use.
- b) As a user, you confirm that you are of legal age and have the legal capacity to enter into this agreement. If you are entering into this Agreement on behalf of a customer, such as the company you work for, you represent to QP that you have the legal authority to bind that customer to these Terms of Use.
- c) QP services support the handling of business processes in the construction industry. The specific scope of functions results from the product and service descriptions as well as the documentation.
- d) The scope of functions is determined exclusively by QP. There is no entitlement to specific functions, modes of operation, permanent availability (365/7/24) or functional equality between the web and app versions.
- e) The user acknowledges that third-party software services are also used to provide the functionalities. The user expressly consents to the use of these third-party software services.

4. Updating the QP Services

- a) a) The user shall automatically receive all available updates for the proper use of the QP Services within the contractually agreed scope of functions. QP shall provide any further updates at its own discretion.
- b) QP has the right to set its own dates for adjustments and improvements to the QP Services. However, QP shall inform the user of the update dates and content within a reasonable period of time in advance. However, there is no obligation to publish information on changes and improvements to the QP Services.

5. Conditions of use

- a) The prerequisite for use is an effective, valid contract between the customer and QP or one of its subsidiaries for the provision of QP Services. On the basis of this contract, QP shall provide the customer with the licenced QP Services in their current version. It is the sole responsibility of the customer to determine which persons are authorised as users.
- b) QP shall provide the user with the backend cloud infrastructure and mobile apps that can be downloaded from the Apple Store and Google Play Store, which are necessary for the use of the licenced QP Services. The QP Services can be used via an internet web browser, in certain

cases via a mobile app. The user is therefore aware that use without an internet connection that meets the technical standard is not possible or that internet failures mean that the QP services and apps cannot be used.

- c) The user may only use the QP Service to the extent agreed.
- d) The User is responsible for their own infrastructure (devices, internet access, browsers, etc.) and must ensure compliance with current technical standards.

6. Rights and obligations of the User

- a) QP grants the user a non-exclusive, non-transferable and non-sublicensable right to use the QP services and applications.
- b) Transferring or passing on the use of the QP Services to or use by third parties is prohibited, unless the customer's licence agreement includes the right to use the QP Services and applications with third parties (e.g. cooperation of a customer who has licensed Q Plant with a construction company (= third party), which may use the Q Site Entry solution as part of the Q Plant licence). The agreement to these terms of use by the users of third parties is also a prerequisite for the use of QP services.
- c) The QP Services may only be used within the legal framework and for the intended purpose in accordance with the product description and documentation. Any unlawful use or use for other purposes shall entitle QP to terminate the contract without notice and immediately block access.
- d) The QP services made available to the user have role-based access protection. In order to properly guarantee access protection, the user undertakes to keep the access data secret and not to pass it on to third parties. The user is liable for damage to the QP services, data content and also for damage to QP caused by the disclosure of access data to third parties.
- e) Unless permitted by law, the customer is in particular prohibited from
 - translating, editing, mixing or otherwise modifying the QP Services and Apps; this also applies to the associated documentation;
 - decompile, imitate or reverse-engineer the software;
 - to reproduce the software or the documentation or to pass it on to third parties, unless this is necessary for use in accordance with the contract;
 - remove, alter or obscure any trade mark, copyright or other proprietary rights notices of QP on the software.
- f) By using the QP Services, the user processes certain business processes and carries out legally binding transactions. In all cases of use of the QP Services, QP serves only as a service provider and never becomes a contracting party. The respective user of the QP Service is solely responsible for the content of all data entries and their consequences.
- g) The user hereby declares that he/she is authorised to conclude legally binding transactions via the QP Service - provided that he/she has been granted the authorisation to do so - and authorises QP to pass on information disclosed by the user to third parties if this is necessary for the execution of the business processes. The user shall indemnify and hold QP harmless for any breach of this point.
- h) The responsibility for granting authorisations lies exclusively with the customer or the authorised user.
- i) The user hereby declares that all content and data entries have been checked by him and is liable for the correctness of the content.
- j) The user grants QP the right to reproduce the data to be stored by QP for the user for the purposes of executing the contract and to pass it on to third parties insofar as this is necessary for the provision of the services owed under this contract.
- k) The user undertakes to refrain from any actions that jeopardise the functionality or operation of the QP Service. In particular, the user is prohibited from actions that circumvent the platform's security systems or access systems. Furthermore, it is prohibited to integrate malware into the platform. The user shall indemnify and hold QP harmless for any violation of this point.

- l) QP is entitled to store the data in a failure system or separate failure computer centre. QP is also authorised to make changes to the structure of the data or the data format in order to rectify faults. In doing so, QP shall ensure that the existing data remains usable by the user.

7. Registration of users

- a) Upon commencement of the licence agreement, QP shall make the QP Services available and create a user account for the main user as specified by the customer. The main user can invite further users by e-mail, who can then use the QP Services in accordance with the authorisations assigned by the main user. The customer and the main user is responsible for the accuracy of the authorisations assigned to users as part of the QP services.
- b) The customer is obliged to provide QP with complete and truthful information in connection with the registration and/or activation of the main user or users.
- c) The customer may request the cancellation or change of the main user of QP at any time by sending a message to service@q-point.com. Users can be deleted from the main user at any time.

8. Rights and obligations of QP

- a) QP is not obliged to verify the identity of users.
- b) In the event of suspected misuse, QP is authorised to temporarily block users without giving reasons. The customer shall be informed of this block.
- c) If the licence agreement ends, the customer is in default of payment or insolvency proceedings or similar have been initiated against the customer, QP shall be entitled to suspend access to the QP Services, in which case the user shall no longer have access to the data and functions of the QP Service.
- d) QP is entitled to analyse the processed data of the customer to the extent that this is necessary for the fulfilment of the contract and the operation of the QP Services.

9. Warranty and liability

- a) QP shall not be liable for the speed or availability of the QP Services, for data loss or the correctness of the data, insofar as the impairment of the speed and/or availability, the data loss or the correctness of the data are outside QP's sphere of influence. The customer acknowledges that the data content displayed by the QP Services is provided by users or, based on this input, by the QP Services and that QP does not verify the content or the identity of the users.
- b) QP does not warrant the functional scope of the QP Services within the scope of use or that the QP Service is suitable for a certain purpose.

10. Data protection

- a) Information on the processing of personal data is available in the privacy policy at [q-point.com](https://www.q-point.com/privacy-policy).

11. E-mail communication

- a) The user agrees to receive information from QP about the products, product developments and new products.
- b) This consent can be revoked at any time by clicking on an unsubscribe link in the email.

12. Final provisions

- a) Legal disputes arising from or in connection with these Terms of Use shall be governed exclusively by Swiss law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of the IPRG is excluded.
- b) The General Terms and Conditions of QP (GTC) available at [q-point.com](https://www.q-point.com/gtc) also apply. General terms and conditions or terms of use of the customer or user shall not apply.

- c) The exclusive place of jurisdiction for legal disputes arising from or in connection with this agreement is the competent court at the registered office of QP.
- d) Each party is obliged to notify the other party in writing of any changes to its business address and/or address for service. Prior to such notification, each party shall be entitled to send notices and declarations of intent of any kind to the previously known business address/delivery address of the other party and these shall be deemed to have been duly delivered there.
- e) Amendments and/or additions to this agreement must be made in writing to be effective; the written form is also required for any waiver of this formal requirement.
- f) Severability clause: Should any provision of these Terms of Use be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, a provision shall be deemed to have been agreed which comes as close as possible to the economic purpose of the original provision in a legally permissible manner.

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