



## These Terms of Use should take you less than 10 minutes to read!



### Introduction

Simplifire is an internet platform, run by a company acting as a Benefit Corporation. This means that the interests of users and other stakeholders are as important to the company as the interests of shareholders. The platform allows you to create, approve, negotiate and sign written contracts online with your 'Partners' or fellow 'Group Members'. We believe that proceeding via Simplifire is a more efficient and safe way of transacting than exchanging emails with attachments. In designing it, we have tried to make contracting a more comfortable experience, encouraging a sense of optimism that you will be able to conclude a win-win deal.

By accessing the Simplifire website or platform, you agree to be bound by these Terms & Conditions (these 'Terms', or 'this Agreement'). If at any time these Terms are unacceptable to you, please do not access or use Simplifire. If you need us to clarify what we mean by any of these Terms, please contact us.

If you access or use the Simplifire platform on behalf of a company or other entity, then (a) we rely on you having the authority to bind it to these Terms, (b) you agree to these Terms on the entity's behalf.

#### Takeaway:

We have to get you to sign up to these Terms because it is essential that you understand what Simplifire is, and what it is not. There are some risks we are prepared to take responsibility for, but others you will have to bear on your own account. We think you will be reassured when you read these Terms - our intentions are good! But we need you to understand the Terms before joining the platform and using its Services, to avoid surprises after you have already started using it. That's why we think reading this is a good investment of 10 minutes.

- Partners are other platform users you have invited or accepted to your network.
- Group Members are platform users who belong to the same Group as you (e.g. because you are all part of the same company or organization).
- We means the Simplifire team.
- In the rest of this document, 'You' means the entity you are representing, rather than you as an individual.

### Topics you will find from here:

- How to use Simplifire
- Risk allocation
- Availability
- Status of documents exchanged with Partners
- Intellectual Property
- Data security & privacy
- Period and termination
- Amendments to these terms & to Simplifire
- Other terms
- Final warning!



### 1. How to use Simplifire

Once you have registered, you will become a licensed 'User' and will be able to do things like create, approve, negotiate and sign written contracts online ('the Services'). You can do so with other Users who accept you as a Partner, or with whom you are jointly registered as 'Group Members'. You can also invite new Users to the platform and join them as Partners for a free 1-year trial - in fact it would make sense if you did, as you cannot agree contracts alone! You are free to use Simplifire to carry out tests, exercises, games and dummy processes but fundamentally it is designed for the agreement and storage of legally binding contracts.



#### 1.1 No Recommendations or Advice:

(a) We do not give legal or any other kind of advice. There is no attorney-client relationship or any other special relationship between you and Simplifire. Any clauses or metrics we provide are there for information only and you must check whether they are appropriate to your context before using them. This also applies to electronic signatures. You should be aware there are certain types of documents such as wills and consumer contracts that cannot be signed electronically.

(b) You assume all responsibility in connection with choosing whether or not to sign a contract on Simplifire, and the terms on which you do so. Simplifire (and everyone associated with it) is not responsible for the information or representations you and other Users put on the platform, nor for any consequences of contracts you decide to enter into with any Partner.



#### 1.2 Your responsibilities:

##### You need to:

- Use the Services in a manner that does not violate these Terms;
- Comply with our IP Policy and any licenses we may grant you;
- Protect your password;
- Inform us if you believe someone has gained access to your account.



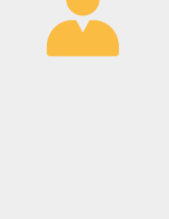
##### You may not:

- Sell or resell the Services;
- Interfere with the delivery of the Services;
- Invalidate, violate, or pose risks to the security or privacy rights of others;
- Send, store or use material that is unlawful, harmful, offensive, abusive, indecent, defamatory or obscene;
- Exceed license limitations; or
- Violate applicable laws, regulations or codes of practice.

- Use the platform as it is intended to be used - for concluding contracts online.
- Find your Partners, transact!
- Invite new Users to join for a free 1-year trial.
- Practice and train as negotiators.

The platform does not give advice, legal or otherwise.

You should use it with good sense and integrity, meaning not to harm the Platform, other Users or to violate the legal and other restrictions which guide ethical contracting practices.



### 2. Risk allocation

Simplifire agrees to take risks related to platform creation and maintenance, so:

- We take the risk that Simplifire will cease to be able to provide the functionality described in the User Guide (link), and will reimburse any amounts you have paid for usage in a period when it is not available.
- We take the risk that building Simplifire and the tool itself or its Services breach another party's Intellectual Property rights.

Beyond that, we do not take any risks or liabilities apart from those we are obliged to take by virtue of law. Specifically:

- Beyond the limit described above, we do not take the risk of permanent availability, see Availability below.
- We do not take the risk of the Partners you choose to discuss contracts with, or the terms and conditions you discuss or agree to with them.
- We do not take any risk relating to your use of the Services, including any damage to your devices, computer systems or software. Where you encounter problems with the Services and you are dissatisfied, your only remedy is to stop using the platform and the Services.
- We do not accept any liability for damages of any kind, loss of data or profits or for business interruption arising out of the use of or inability to use the Services.

You take the risk of breaches by you of these Terms, breach of applicable laws or any other act or omission by you relating to the Services. If anyone involves us in a claim or action against us by reason of your actual or alleged acts or omissions, you agree to indemnify us. Simplifire reserves the right to assume its own defense and/or control of any matter otherwise subject to indemnification by you for that breach or alleged breach, and/or the acts or omissions.

If the tool ceases to provide the Services, we will reimburse you for any license fees you have paid for a period of unavailability.

We assume IP risks for the Simplifire tool's operating system.

Beyond that, we do not take any risk.

You take all counterparty and commercial risks (e.g. if your Partner deceives you or you just conclude a bad deal).

You take the risk associated with improper usage.

You will indemnify Simplifire if any claims or losses arise due to your actions on the platform.



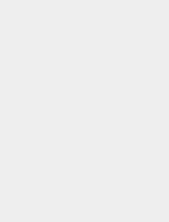
### 3. Availability

We will make our best efforts to ensure that Simplifire's platform, content and services are available and working properly, but we cannot guarantee that it always will be. If there is an issue we will address it immediately and try to restore proper service as soon as possible. However, apart from the risks we are prepared to accept (see above), we make no warranty, express or implied about the accuracy, completeness, timeliness, availability, reliability, the validity or the correct sequencing of any services, content or software provided in or through Simplifire, nor do we vouch for the stability and fitness for any particular purpose.

We will make best efforts to make Simplifire available on a continuous basis and without interruption.

We will address any access and functional problems immediately.

Unfortunately, we cannot guarantee that the tool will always work perfectly and free of interruption.



### 4. Status of documents exchanged with partners

**DOCUMENT STATUS:** Every document you send through Simplifire has the same status as a written document and subject to the parties' intent it will bind you as if it had been a written document.

**SIGNATURE:** When you electronically sign a document on the platform it is as if you had given it a traditional offline 'wet' signature, unless the law applicable to your agreement provides otherwise. Records of the documents on Simplifire (the electronic documents on the platform as well as any printouts from it) will have full evidential weight in court if a dispute arises.

**TIMING:** Any electronic message shall be considered received when accessible to the receiving party on Simplifire, even in the absence of a separate email or an acknowledgement by the receiving party.

A document on Simplifire has the same status as a printed document.

A signature on Simplifire is like a wet signature, and will bind you. Be as careful what you sign on Simplifire as you are offline.

You will be considered to have received a communication when it is accessible to you in Simplifire.



### 5. Intellectual Property

1. **Our IP:** We own all Intellectual Property rights in the Services, in the name Simplifire and in the other trademarks such as 'Helping the World to Agree'. We do not agree that you can copy, modify, adapt, reproduce, distribute, reverse engineer, or disassemble any aspect of Simplifire. Please don't!

2. **Your feedback:** By sharing your feedback with us you give us the right to use it freely and without limitation in order to improve the Simplifire platform.

We keep our IP Rights.

Your feedback is also our IP.



### 6. Data security & privacy

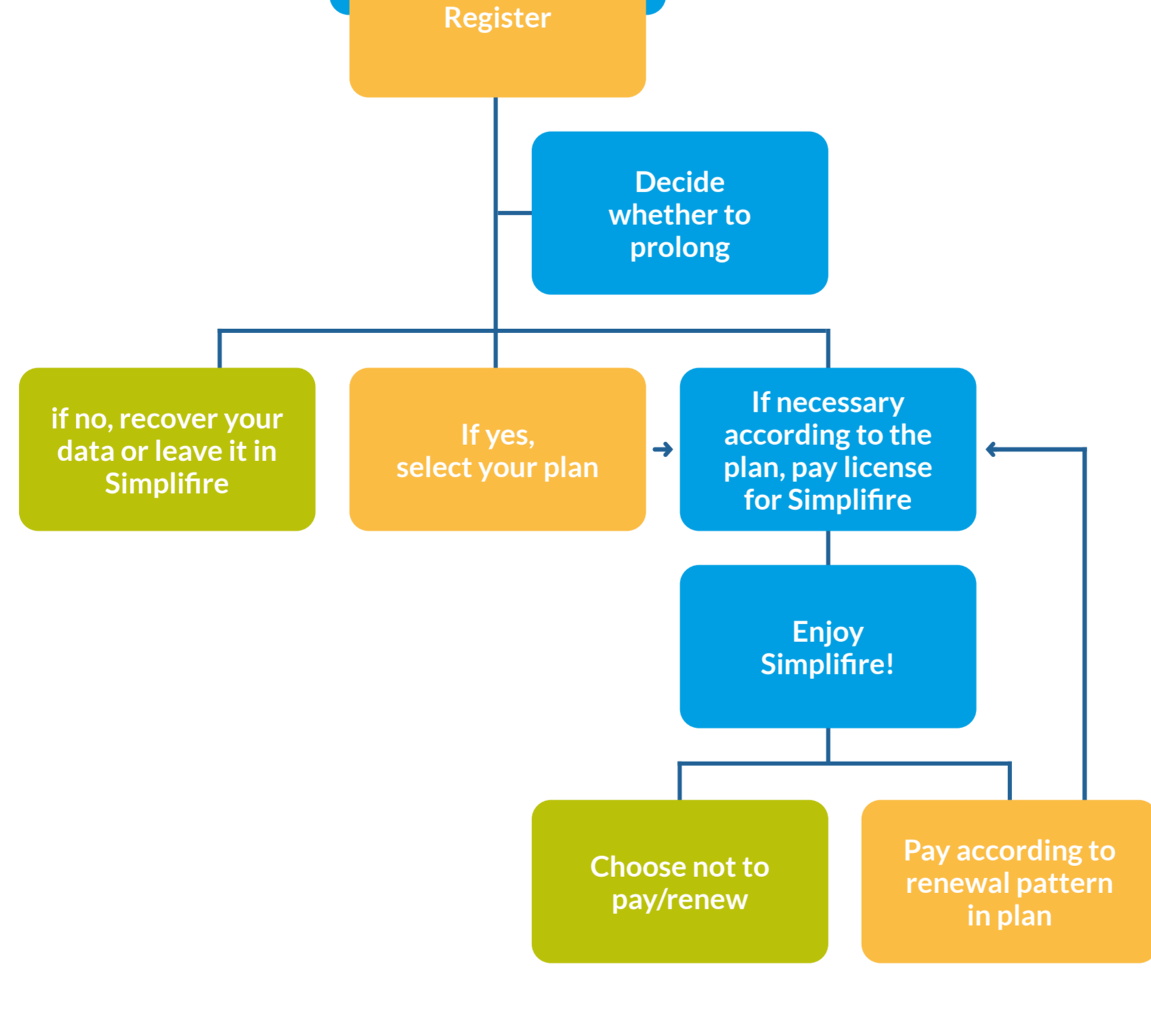
Your use of the Simplifire platform and Services is governed by the Privacy Policy. That document addresses questions around data security and privacy. There is no point in us repeating or paraphrasing it here. You should read the Privacy Policy before using the platform and the services because it will apply to your data regardless of whether or not you have read it.

Please read our Privacy Policy!



### 7. Period and Termination

Barring some reason for Immediate Termination (see below), this agreement provides you with the right to one year of free usage of the Simplifire platform from the date you accept the terms. After that year you are free to decide whether or not to continue using the platform and if necessary paying a license fee. The process is the following:



Who terminates?	Us	You
<b>Grounds</b>	<ul style="list-style-type: none"> <li>In the registration process you have submitted information that is not accurate or is misleading; or</li> <li>We have reasonable grounds to suspect that you have not adhered to the Terms; or</li> <li>The Group you belong to no longer exists or has been cancelled by the Group's Coordinator.</li> </ul>	You can immediately terminate your use of the tool at any time and without needing a special reason.

<b>Consequences</b>	<ul style="list-style-type: none"> <li>We will send you a notice informing you of the grounds for termination.</li> <li>30 days after sending the notice, we will disable your account, meaning that you will not be able to create new processes or work on existing ones in Simplifire. You will still however be able to access information already in Simplifire prior to the date we disable your account. Your ability to continue that information will access free of charge for 2 years, after which that information will no longer be available to you.</li> </ul>	<p><b>If you are not a member of a Group:</b></p> <p>We will ensure that you still have access to the information you have put in Simplifire. At your written and signed request we will either shut down the account completely and erase the information, or you can retain it in Simplifire where it will be kept free of charge for 2 years.</p> <p><b>If you are a member of a Group:</b></p> <p>Group rules if any will apply, and these will override your right to determine the fate of your account which will be determined by the Group Rules.</p>
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Note that termination of this Agreement shall not impact on duties arising out of any agreements concluded beforehand through Simplifire.

You have a full calendar year of free use from the date you agree these Terms.

After 1 year of free use, a license fee may be payable. We will give you plenty of notice if that does happen, and we will keep license fees as low as possible.

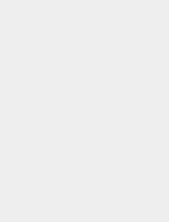
You - or your Group - can terminate this Agreement at any time without losing the benefit of document storage in Simplifire for 2 years.

We will over time enhance the Services and the tool.

We will also adjust these Terms and our Policies.

We will let you (or your Group Coordinator) know every time we make an adjustment.

If you challenge the adjustment, it will not apply to you until you renew your license.



### 8. Amendments to these Terms & to Simplifire

We are constantly learning about Simplifire and the conditions of its usage. Our aim is to improve it over time so that you get more and more value from it. For that reason we reserve the right to make:

- Tool adjustments
- Adjustments to the Services
- Changes to these Terms and to our various Policies, at any point in time and with immediate effect, though note that we will never increase the cost of the Services, if any, during a current licence period.

If Simplifire makes a material change to these Terms that will affect an existing subscription, we will notify you. Notification will be either by email at least thirty (30) days in advance of such change or by means of a notice on your account page. Where the Group you are a member of has an appointed Group Coordinator, we will send that person an email rather than to you.

If you do not agree to the change in Simplifire, you must inform Simplifire within thirty (30) days after receiving notice of the change. If you notify Simplifire, you will remain governed by these Terms in effect immediately prior to the change until the end of your current licence period for the affected Services. If the affected purchased Services are renewed, it will be renewed under Simplifire's current Terms applying at that point.

We will over time enhance the Services and the tool.

We will also adjust these Terms and our Policies.

We will let you (or your Group Coordinator) know every time we make an adjustment.

If you challenge the adjustment, it will not apply to you until you renew your license.



### 9. Other terms

**WAIVER:** No failure or delay by you or by us in exercising any of our respective rights under this agreement shall operate as a waiver, nor shall any single or partial exercise prevent any other further exercise of such rights.

**ASSIGNMENT:** Neither of us will assign or transfer its rights under this agreement in whole or in part to any third party without prior written consent of the other party.

**THIRD PARTY RIGHTS:** No third party (i.e. no one except you and us) has any rights as a result of these Terms.

**SEVERABILITY:** If any terms in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such term shall to that extent be deemed not to form part of this agreement but the legality, validity and enforcement of the remainder of this agreement shall not be affected.

**ENTIRE AGREEMENT:** This is the entire agreement between us, including the embedded Privacy Policy. Other than the representations and conditions included in these Terms, none have been agreed between us in e.g. emails or orally.

**NOTICES:** All Notices required as a result of these Terms will be sent via email. In your case we will send it to the email address you used for Simplifire. In our case you can contact us at [Notices@simplifire.world](mailto:Notices@simplifire.world).

**Governing Law:** This agreement shall be governed by and construed in accordance with the Law of Switzerland. We hope there won't be any disputes, but if there are then they will be referred to the Courts of Zurich, Switzerland, without regards to its Conflict of Laws rules.

Delay or partial exercise of any rights granted by these Terms does not mean they are waived.

You cannot pass on your user rights. If someone else wants to set up an account in Simplifire they must do so separately.

These Terms only concern us and don't give rights to anyone else.

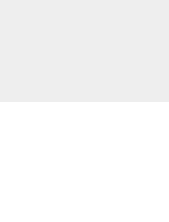
If anything in here is not legal, it is considered removed from these Terms without affecting the validity of this Agreement.

This is all we have agreed to - there is no other agreement which changes our understanding of these Terms.

Notices by email, please. If to Simplifire, at [Notices@simplifire.world](mailto:Notices@simplifire.world)

Swiss Law governs this Agreement.

Let's try not to argue, but if we have to let's do it in front of the Courts of Zurich.



### 10. Final Warning!

If in doubt about agreeing to these terms, contact your attorney for independent advice. Once you opt to continue using the tool, you will be deemed to accept these Terms.