
VAREYE - Chain of Custody

Terms & Conditions

1. Terms of Use

1. VAREYE ("VAREYE", "Platform", "Site", "we", "us" or "our") provides the VAREYE platform as a service to its customers for the verification of the Chain of Custody in relation to the supply chain of their goods.
2. VAREYE is a registered trademark of and owned by Metal Supply Experts GmbH, with seat in Switzerland.
3. These Terms & Conditions, as well as the Privacy Policy and Ethical Rules, govern the use of VAREYE.
4. By using the VAREYE, you acknowledge that you accept these Terms, the Privacy Policy and the Ethical Guidelines and that you agree to abide by them.
5. VAREYE may update and change these Terms periodically and will post any changes on the VAREYE website. Continuing using the website implies the acceptance of the Terms and Conditions.
6. Failure to abide by the rules set forth in these Terms and Conditions may result in access to the services delivered by VAREYE being restricted or terminated.

2. Acronyms

CoC(s)	Chain(s) of Custody
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Ring or Link	A term used to describe the connection between the parties handing over products in to the next (receiving) party in the Chain of Custody.
VAREYE Platform (Platform)	An electronic computer system that can be used by VAREYE Partners and Users to track the CoC of goods within their supply chains
VAREYE Partner (Partner)	a company (legal entity) that has a contract (paid service subscription) with VAREYE to track the specific CoC of a specific raw material ordered by it through the supply chain to the final transformed product. The VAREYE Partner and its authorized representative will have access to the VAREYE Platform. The VAREYE Partner must be registered on the VAREYE Platform through nominated authorized person(s) of the company(s) whom will be and allocated a unique login and password for use on the VAREYE Platform
VAREYE User (User)	a company (legal entity) that does not have a direct contract with VAREYE and uses the free version of the VAREYE platform and / or has a trial contract (trial period of subscription) for VAREYE services, but is a stakeholder in one or more of Specific CoCs. Any VAREYE user must be registered on the VAREYE Platform through a VAREYE Partner or by VAREYE itself as an authorized person(s) of the VAREYE User with an unique login and password for use on the VAREYE Platform. Users need to have a relationship with a VAREYE Partner or to be nominated by a Partner.
Clients ("you", "your", "their")	Users and / or Partners of VAREYE.
Specific CoC	the supply chain of a specific batch of goods or products from the supplier (point of initial shipment) via logistics providers and transformers to the end-user (buyer).

3. Acceptability

- 3.1. Clients must be at least 18 years old to use this site. If the Client is under the age of 18, the Client should ask their legal guardian to give him (her) the permission to use this Platform / Site. the legal guardians must read these Terms and Conditions and our Privacy Policy

- 3.2. If you use VAREYE on behalf of your company or business, you must have the authority to consent to these Terms and Conditions on behalf of your company or. By continuing to use this site, you warrant that you have authority to do so.
- 3.3. Clients are responsible for ensuring that their use of VAREYE complies with all laws, rules and regulations applicable to them in their own jurisdictions.

4. No reliance on information

- 4.1. The VAREYE Platform is available on a continuous basis, 24 hours a day 365 days a year, with the exception of duly communicated (via e-mail or via news published on the Platform) short maintenance outages or other outages required for technical reasons.
- 4.2. In case of errors detected while loading information, or other technical issues, Clients should immediately contact the 24/7/365 VAREYE Global Service (contact details are listed on the Site) after having applied all troubleshooting guidance described in the Users' Manuals available on the website.
- 4.3. VAREYE strongly recommends that anyone who enters or uploads information onto the VAREYE Platform double-checks the accuracy of the information prior to it being entered into the Platform. VAREYE will not be held liable for incomplete or incorrect information provided or uploaded by Users.
- 4.4. VAREYE does not verify the correctness of information uploaded to the Platform by Users.
- 4.5. VAREYE provides fully specific CoC information, reports and certificates to the relevant VAREYE Partner who ordered such VAREYE service. The access to data and reports for general Users is limited to the minimum amount of information required to carry out their specific tasks and generally limited to the visibility of information related to the Ring immediately preceding or following their own Ring in the CoC.

5. Links to VAREYE

- 5.1. A hyperlink or reference to the VAREYE Website is generally accepted, but Partners and Users can only do so in a manner that is fair and legal and that should not in any way mislead the public or be harmful to VAREYE's reputation. VAREYE Partners and Users must not provide references to VAREYE in a manner that involves any form of association or endorsement by VAREYE if it does not actually exist. VAREYE may withdraw its permission to link to the website at any time.
- 5.2. When publishing content (images, videos, information, documents) that is hosted or posted on the VAREYE Platform - (Site, Platform, Apps, etc.) or on third-party websites, you must include a link to the site and the page on which this content appears.
- 5.3. VAREYE may link to third-party websites and / or services, such as Twitter, Facebook, LinkedIn Pinterest blog sites and send content via email. When you use third-party websites / services, you are no longer dealing with VAREYE. VAREYE cannot control the content of these sites and will not be responsible for them.
- 5.4. If you want to use our content in a different way than described above, please contact us through the contact form indicated on the Site.

6. Users' personal information

- 6.1. Personal information uploaded to the Platform under each CoC (i.e. name of a Custodian, company name, telephone number, e-mail address, geographical coordinates and / or IP address of scanning and / or generating VAREYE's QRC) shall be viewable and accessible by the VAREYE Partner under such specific CoC. The VAREYE Partner can use such information for proving and verifying the specific CoC.
- 6.2. VAREYE Users and Partners are personally responsible for the accuracy and veracity of the information that they contribute to the Platform.

- 6.3. VAREYE itself will not use or retain any personal information other than for the purpose of administering the VAREYE system and for use limited to the tracking and tracing of the CoC of products ordered by a VAREYE Partner.

7. Partners information

- 7.1. By accepting these Terms and Conditions, VAREYE Partners explicitly agree that VAREYE has permission to mention the names of their Companies as VAREYE's customers in the VAREYE website with a hyperlink to their respective website.

8. Using the Site and / or the Platform

- 8.1. It is prohibited to use the VAREYE website and / or the Platform for any illegal or unauthorized purposes. Visitors to the Site and Clients are solely responsible for their behavior, including any content they upload and any comments.
- 8.2. Any harassment associated with the use of the Site and / or the Platform (including via e-mail and chat) is strictly prohibited.
- 8.3. VAREYE will not tolerate obscene or abusive language or material. VAREYE cannot control the behavior of its users (Clients), but if VAREYE becomes aware that the Website and / or the Platform are (is) used to harass, insult or harm another person, or to communicate, advertise, request or sell to any user without his / her prior explicit consent, then the right of such Client to use the Site and / or the Platform will be immediately restricted or terminated.

9. Website and Platform Availability

- 9.1. VAREYE will use reasonable efforts to ensure the availability of the Website and the Platform on a continuous basis.. However, we do not guarantee that the Website and / or the Platform or any of its content will always be available on a continuous basis for

reasons outside of our control. VAREYE will use its best efforts to limit any damage or inconvenience to all Users.

- 9.2. VAREYE reserve the right to refuse service to anyone for any reason at any time.
- 9.3. VAREYE may, but is not required to, remove content from the Website or Platform, for example, when we decide, at our sole discretion, that the content is illegal, abusive, threatening, libelous, indecent or otherwise objectionable, or violates the intellectual property of any party. These Terms, our Privacy Policy or other policy documents and community recommendations published on the Site. "Content" may include, for example, elements, descriptions of elements, documents, posts, videos, pictures and information presented in forums.

10. Cancellation and Termination

- 10.1. The Client(s) may stop using the Service at any time by closing their Account, or ceasing to use the Service. In such event, Client(s) will not be entitled to any refund of any fees that Client(s) have paid prior to his / her / their ceasing to use the VAREYE Service.
- 10.2. VAREYE reserves the right in its sole discretion to cease or suspend providing all or any part of the Service immediately without any notice to the Client(s), if: (a) Client(s) breach, or threaten or intend to breach, these Terms; (b) VAREYE is required to do so under any applicable law, rule or regulation, including, without limitation, the CAN-SPAM Act; (c) the Service relies on data, services or another business relationship between VAREYE and a third party service provider, and such relationship terminates or changes in such a way that affects VAREYE's ability to continue providing the Service; (d) continuing to provide the Service could create a substantial economic burden on VAREYE as determined by VAREYE in its sole discretion; or (e) continuing to provide the Service could create a security risk or material technical burden as determined by VAREYE in its sole discretion (f) if any payments authorized under the contract between VAREYE and Client(s) are returned unpaid (g) if the Client(s) breach any term of VAREYE Terms &

Conditions (h) if the Client(s) is (are) involved in the sales and/or distribution of any illegal materials.

10.3. The termination of Client(s) access to the VAREYE service in accordance with any provision of these Terms of Use may be made without prior notice. VAREYE may immediately restrict access or deactivate any account(s) of such Client(s), as the case may be. The associated information and content may be retained for a period but VAREYE will prohibit further access to such information and content. VAREYE will not be liable to such Client(s) or any third party for terminating their access to the VAREYE service.

10.4. After canceling or terminating a Client's account for any reason, such Client will no longer have access to his/her/their account, and all the information and contents of the account or the data that is stored in the VAREYE service may, in the discretion of VAREYE, be removed. VAREYE is not responsible for information or content that was deleted in connection with the cancellation or deletion of such Client(s) account for any reason.

11. Additional terms applicable only to Clients

11.1. Subscriptions to the VAREYE service may be available as free (for Users) or paid (for Partners) versions and / or at different levels of service. Not all VAREYE service features and capabilities may be available in every version or service level. The functions and functionality of each version or service level may change from time to time at the discretion of VAREYE without prior notice.

11.2. To subscribe to the VAREYE service, you may need to provide VAREYE with payment information and account information ("Billing Information") for a credit card, payment card or other payment system for which you are authorized to approve payments (each, "Payment Source"), to allow VAREYE to charge you for your use of the VAREYE service. You must provide VAREYE with true, accurate, current and complete Payment

Information, as well as maintain and update your Payment Information in a timely manner so that it remains true, accurate, current and complete.

- 11.3. If other compensation mechanisms have not been made in advance and confirmed by VAREYE, you authorize VAREYE to automatically and immediately claim for payment from your source of payment when the fee for using the paid version of VAREYE is conditional, without any additional action on your part or other prior notification by VAREYE. You accept full responsibility for such payments, even if such payments are rejected or not paid by your source of payments.
- 11.4. If your Payment Source is invalid, if the claims for payment or invoices issued to your Payment Source are rejected or not paid, or if you are not able to pay the fee for the paid version of the VAREYE service on time, your account may be lowered, suspended or cancelled at the discretion of VAREYE. If your account is suspended, VAREYE may, but is not required to, maintain your account and / or related content and information to enable you to pay late payments and restore your account. If the fee is not paid, your account may be canceled.
- 11.5. Unless otherwise specified, all fees for paid versions of the VAREYE service are non-refundable, even if the use of the paid version of the VAREYE service is canceled before the end of the current payment period.
- 11.6. In addition to any other remedies available to VAREYE, Customers will be liable to pay a late fee penalty of 1 percent (1%) per month (or the maximum amount permitted by applicable law, whichever is less) for any late payments on this Agreement.
- 11.7. Customers (Clients) are solely responsible for any taxes, fees, duties and charges that may or should be paid to any tax authority in connection with transactions under this Agreement, with the exception of any taxes specifically payable by VAREYE. All fees indicated for using the VAREYE service do not include sales taxes.

- 11.8. VAREYE grants to their Clients, commencing on the effective date of their subscription to the VAREYE service (the “Effective Date”) and continuing thereafter for the term of your subscription (unless terminated earlier pursuant to these Terms of Use), a non-exclusive, non-transferable (except as permitted below), world-wide, limited license to make use of the then-current versions of the VAREYE service to which such Client have subscribed for the purposes outlined in these Terms. The VAREYE service is licensed hereby, not sold.
- 11.9. Clients cannot assign their subscription to VAREYE, and any such assignment will be invalid; provided, however, that you may transfer your subscription to the VAREYE service to a successor in the interest in connection with the sale of your business as an operating enterprise or in connection with the sale of all or substantially all of your assets.

12. Intellectual property

- 12.1. All rights to own and use VAREYE, including, but not limited to, brand, trademark, software, hardware, know how, etc. belong to Metal Supply Experts GmbH, Haldenstrasse 5, 6340 Baar, Switzerland.
- 12.2. VAREYE (Metal Supply Experts GmbH) owns all intellectual property rights relating to its Website and the VAREYE Platform and related integrations. Everything that VAREYE contributes to or publishes on the Website and / or the Platform is owned by VAREYE and is protected by copyright laws and international agreements.
- 12.3. By uploading content to the Site and the Platform, Client confirm that he/she has the full authority and right to do so. Client should not upload any content that violates another person’s intellectual property rights, including copyrights, trademark, privacy or other personal rights. If VAREYE become aware that the Client(s) have uploaded content that violates the intellectual property of another person or entity, VAREYE will delete it and your right to use the Site and / or the Platform could be affected.

- 12.4. By uploading content to the Site and / or the Platform, Client grants VAREYE a non-exclusive, royalty-free and non-transferable license to use any content that you upload, with the exception of documents strictly related to the specific CoC. The scope of this license is not unlimited. Users of the Site and / or Platform may only use the uploaded content through this license to the extent that this use corresponds to the reason why it was uploaded. If you have doubts as to whether you are allowed to use content from the Site and / or the Platform, you should ask VAREYE before using it.
- 12.5. If Client(s) reproduce, sell, modify or otherwise use any content published by VAREYE or VAREYE' Client(s) and / or user(s) on other sites without linking to the VAREYE page from which such Client took the content, such Client is in violation of the intellectual property rights of VAREYE and the user (another Client(s)) who originally uploaded this content.

13. Viruses

- 13.1. You must make sure that you have anti-virus software on any devices that you may use that will protect you when using our Site and / or Platform.
- 13.2. VAREYE will not be liable for any loss or damage caused by, but not limited to, any virus trojans, worms, logic bombs, distributed denial of service attacks or other technologically harmful applications or materials or anything that can infect your computer equipment, computer programs, data or other proprietary materials as a result of your use of the Site and / or the Platform or Client(s)' uploading of any content from them or from any site associated with VAREYE.
- 13.3. Client(s) must not abuse the Site and / or the Platform by introducing a virus or trying to gain unauthorized access to the Site and / or the Platform, the server on which our Site and / or the Platform is stored, or any server, computer or database connected to the Site and / or Platform. If a Client does so it may be subject to prosecution. VAREYE may report any such event to the appropriate law enforcement agencies.

- 13.4 It is explicitly forbidden for all users to communicate or disseminate their username and passwords to anybody; they are strictly personal and every user is responsible for accesses to the VAREYE system carried out via using their username and password.

14. Confidentiality

- 14.1. VAREYE takes privacy seriously. Please see the [VAREYE Privacy Policy](#), which describes how VAREYE process information about Clients. VAREYE does not directly process their Clients financial or billing information. Client should refer to the terms of service of VAREYE provider to find out how they will process Client's credit card and other important information.

15. Limitation of liability

- 15.1. VAREYE performs no audits and no checks about the eligibility of suppliers, customers, clients, users, end-users, logistics providers to lawfully access and use the website within any CoC. It is the sole responsibility of the VAREYE Partner and User to ensure that all Users in the CoC, as declared by the Partner, can lawfully access and use the features of VAREYE. VAREYE explicitly forbids Partners and its Users to access and use the services provided if they are subject to OFAC, UNO or EU or other types of sanctions. VAREYE is not responsible for the selection of the Supplier, Transformer, Logistics Provider by the VAREYE Partner or User and performs no check and no audit on the eligibility of the Supplier, Transformer, Logistics Provider (i.e. about the availability of certifications, the affiliation or membership to any kind of association, declarations of sustainability, presence in conflict zones, adherence to the critical materials alliance) to use the services provided within the VAREYE platform. VAREYE explicitly forbids the usage of the system for the supply chain, supply, transportation, transformation of any kind of prohibited goods, like as non-exclusive examples weapons, war materials, conflict zones minerals and materials under sanctions.

15.2. VAREYE will not be liable to any User and / or Partner for any loss or damage, whether by contract, tort (including negligence), violation of statutory obligations or otherwise, even if this can be foreseen arising out of or in connection with :

- use or inability to use the Website and / or the Platform; or
- use of any content displayed on the Site.

VAREYE will not be liable for:

- loss of profit, sales, business or income;
- business interruption;
- loss of expected savings;
- loss of goodwill, reputation or business opportunity;
- or any indirect or indirect loss or damage

16. Applicable Law

16.1. These Terms are governed by Swiss law. The courts of the Canton of Zug, Switzerland will have exclusive jurisdiction.

17. Contacting VAREYE

17.1. To contact us, please use the means provided in the website www.vareye.com (e-mail address and telephone numbers).