

YouShift

Terms and Conditions

Please read these terms and conditions (the “T&C” or “General Conditions”) carefully before accepting them or using the YouShift Platform or Services.

These General Conditions constitute a binding agreement between you (if you are a professional) or the entity you represent (the “Client” or “You”) and **YouShift Corp.** (“We” or “**YouShift**,” and together with the Client, the “**Parties**”), a company duly incorporated under the laws of the State of Delaware, United States, with a registered address at 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. By accepting these T&C, you represent and warrant that you are entering into or accepting these T&C on your own behalf (if you are a professional) or on behalf of the Client, and that you have sufficient authority to bind and accept these T&C on behalf of the Client.

YouShift reserves the right to modify these T&C by uploading modifications or updates to the YouShift Platform or by sending the new version to the Client. For that purpose, we advise you to check and review these T&C periodically to verify if there are any updates or changes that may affect you. If you do not accept such modifications, you must cease using the Services and the Platform.

Access to and use of the Platform, as well as the provision of the Services, are also subject to the **Payment Conditions**, which form an integral part of this Agreement. By accepting these Terms and Conditions, the Client declares that they also accept and agree to comply with the Payment Conditions, available [here](#).

These T&C, together with any other document or regulation associated with them, will hereinafter be referred to collectively as the “Agreement.”

These T&C apply to and govern the Client’s use of and access to the Platform and Services. By accepting these T&C and/or using the Platform or Services, you acknowledge that you have read them and agree with their entire content.

1. Purpose

The Client, in its capacity as manager and person in charge, is interested in having a tool that allows healthcare staff (“End Users”) to design and organize their on-call shifts in an automated way.

Accordingly, these T&C set out the terms and conditions under which YouShift will provide the Services (as described in **Clause 3** below) to the Client through a digital platform or software operating in Software-as-a-Service (“SaaS”) mode (the “Platform”), which is designed to automate the allocation of on-call shifts for healthcare personnel in a fair and transparent manner, all under the terms and conditions set forth in this Agreement.

2. Registration

To use the Platform, the Client must register and create a manager account on the Platform (the “Account”), which will have the functionalities available at any given time on the Platform. The Account is personal, and its access information is strictly confidential and non-transferable. Therefore, the Client is fully responsible for any activity that occurs under the Account, and YouShift will not be liable for any loss or damage that the Client or any third party may suffer due to someone else using the Account and/or accessing or using its content.

As a manager, the Client may invite and grant Platform access to End Users, so that they can access it and benefit from the Services. To do this, the Client must invite such End Users through the Platform, and in any event pay the applicable fee for granting them access to the Platform.

In any case, such access and availability will be provided under the following conditions:

1. **End Users** must register on the Platform using the procedure enabled for that purpose and accept the applicable Terms of Use.
2. The Terms of Use will include, among other things, provisions on responsibilities, disclaimers and limitations of liability, intellectual property rights, personal data processing, and confidentiality. These Terms of Use will be provided and managed directly by YouShift.
3. The Client is responsible for promoting the appropriate use of the YouShift Platform by End Users and for any damage or breach of obligations arising from the Terms of Use that may harm YouShift.
4. The Client must ensure that End Users have all the information necessary to complete the registration process and accept the Terms of Use.
5. If the Client fails to pay the fee required for End Users associated with the Client to access and use the Platform, YouShift has the right to restrict or deny such End Users’

access to and use of the Platform, without incurring any liability on the part of YouShift.

6. It is expressly stated that it is essential for End Users to accept the Terms of Use before using the Platform and benefiting from the Services. Consequently, if an End User does not accept the Terms of Use or breaches them at any point, that user will be denied or suspended from accessing the Platform and benefiting from the Services, without YouShift incurring any liability in this regard.
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3. Services

Under this Agreement, YouShift agrees to provide the Client, through the Platform, with services enabling the Client and End Users to benefit from the Platform's functionalities, in exchange for the consideration described in this Agreement. The goal is for the Client and End Users to design and organize their on-call shifts in an automated manner, as well as to manage incident reports, leaves, and vacation requests (the "Services").

Specifically, regarding the Client, the Client will have a manager or administrator section on the Platform through which it can benefit from the Services and organize the End Users' shifts. Consequently, the Client will have access to personal data and information entered into the Platform by End Users for the aforementioned purposes.

Furthermore, the Client will be responsible for ensuring that End Users are informed of the manager's and/or managing entities' access to such data, and for ensuring that this access and data processing comply with applicable data protection regulations.

4. Duration and Termination

1. Duration

This Agreement becomes effective on the date the Client accepts these Terms and Conditions (the "Effective Date") and remains in effect as long as the Client maintains an active subscription to the Platform.

However, the Client will not be able to access the Platform or benefit from the Services until the Client creates the Account in accordance with **Clause 2.** above.

2. Renewal

The subscription (whether monthly or annual, depending on the chosen modality) will automatically renew at the end of each billing period unless the Client cancels the subscription beforehand, in accordance with these Conditions.

3. Termination and/or Suspension

In addition to any other grounds expressly stated, this Agreement will terminate in the following cases:

- **At the discretion of either Party, without need to cite a cause**, by notifying the other Party via the Platform or by email.
- **At the discretion of the non-breaching Party**, for material breach by the other Party of any material obligation under the Agreement, unless the breach is remediable and is cured within fifteen (15) calendar days from the date the non-breaching Party notifies and requires the breaching Party to cure the breach. After this period has elapsed without cure, the notifying Party may terminate the Agreement by giving written notice to the breaching Party and may claim any resulting damages.

4. Effects of Termination

Termination or expiration of this Agreement, for any reason, and in addition to any other obligations set forth in the Agreement or applicable law, will in all events entail the following:

- **Cessation of Services.** YouShift will stop providing access to the Platform and the Services to the Client and any associated End Users.
- **Payment of Outstanding Amounts.** Any amounts owed by the Client to YouShift under this Agreement become immediately due and payable.
- **Cancellation of Access.** Upon termination of the Agreement, the Client's and End Users' access to the Platform will be suspended.
- **No Refund of Paid Amounts.** If a subscription has already been paid, the Client is not entitled to a refund of any amounts paid, unless otherwise required by applicable law.
- **Return or Destruction of Information.** Within fifteen (15) calendar days from the date of termination, the receiving Party must return or destroy (at the disclosing Party's option) all documents or materials containing Confidential Information, technical know-how, or information about Intellectual Property Rights that are no longer necessary to fulfill this Agreement.
- **Surviving Obligations.** Any obligations of the Parties which, by their nature, should survive termination (including, without limitation, pending payment obligations, confidentiality, intellectual property, or liability) will remain in effect.

5. Representations and Warranties; Indemnification

1. Mutual Representations and Warranties

Each Party represents and warrants to the other Party and to each of its directors,

officers, employees, or representatives that the following representations and warranties are true, complete, and correct as of the date of this Agreement and throughout its term:

- Each Party and its legal representative have the legal capacity to enter into this Agreement and to comply with all of its terms, holding all permits, licenses, and/or authorizations necessary to carry out their obligations under this Agreement, without limitation.
 - The execution and performance of this Agreement, as well as all other agreements, documents, and actions foreseen herein, do not (i) constitute a breach, violation, or infringement of applicable law, regulation, agreement, charter documents, or obligations of the Client or any third party, and (ii) do not require any additional consents, approvals, licenses, authorizations, registrations, or similar, unless otherwise specified in this Agreement.
 - All information, materials, documents, and/or content provided by the Client to YouShift are truthful and do not violate any legal provision or third-party rights.
 - The Client is not currently insolvent or imminently insolvent, nor has it been declared bankrupt or filed for bankruptcy (including any bankruptcy-like or restructuring procedure).
 - The Client represents and warrants that it has all necessary authorizations and permissions to contract with YouShift under this Agreement and to use the Platform both by the Client and by the End Users.
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6. Obligations of the Parties

1. Obligations of Both Parties

Both Parties agree to fulfill the following obligations:

- Maintain ongoing communication to ensure proper provision of the Services and compliance with all obligations set forth in this Agreement.
- Comply with all provisions of this Agreement and with any applicable laws and regulations at all times.
- Assign, to the extent feasible, the necessary personnel for the performance of this Agreement, with adequate qualifications and sufficient experience, to properly provide the services and meet the obligations under this Agreement and applicable law.

2. Obligations of YouShift

YouShift agrees to fulfill the following obligations:

- Provide the Services in accordance with the terms and conditions set forth in this Agreement.

- Have the necessary material and human resources to perform the Services under the terms agreed upon.
- In the event of any contingencies—understood as any circumstance that may affect the normal and correct provision of the Services—YouShift agrees to (i) notify the Client as soon as possible of such contingencies, and (ii) cooperate with the Client as needed to mitigate the effects of such contingencies.

3. **Obligations of the Client**

The Client agrees to fulfill the following obligations:

- Remain current on any payment obligations owed to YouShift under this Agreement, as well as comply with all other obligations stated herein.
- Use the Platform in accordance with this Agreement and comply with the policies and terms and conditions in effect at all times.
- Inform YouShift of any circumstances that may negatively affect the Platform or of any claims or complaints made by End Users or third parties.

7. **Liability and Breach**

1. **General Liability and Indemnification**

Subject to **Clause 9.2** below, each Party agrees to indemnify and hold harmless the other Party for any damages or losses it may incur as a result of (i) the other Party's breach of its obligations under this Agreement, or (ii) any breach or inaccuracy of the representations and warranties provided in **Clause 5** above.

2. **Disclaimer**

Notwithstanding the foregoing, the Parties acknowledge and agree that the Services rendered by YouShift through the Platform, as well as all information, products, and services provided via the YouShift Platform, are offered “as is” and “as available.” The Client expressly waives all express or implied warranties of any kind, including but not limited to implied warranties of accuracy or reliability, validity, availability, suitability, or completeness of any information, content, or data provided through the Platform. Consequently, in no event shall YouShift be liable for any claim, loss, damage, liability, cost, or expense of any nature—whether direct or indirect (including lost profits, lost income, lost data, loss of use, or loss of goodwill)—arising out of or in connection with any person's access to or use of the Platform (including End Users), such as disruptions to the Client's operations, or impacts or damages potentially caused to patients or customers of the Client or End Users. Although the Platform has been tested, YouShift does not guarantee that it will be secure, uninterrupted, accurate, or error-free, or that the information is secure. However, if a fault or error is detected, YouShift will make reasonable efforts to correct it as soon as

possible. The Client expressly waives any claim for damages arising from any harm caused to the Client or End Users due to such circumstances.

8. Intellectual and Industrial Property Rights

1. Intellectual and Industrial Property Rights

It is expressly acknowledged that this Agreement does not transfer any Intellectual Property Rights owned by either Party before the execution of this Agreement, nor any Intellectual Property Rights generated by either Party during the term of this Agreement, unless both Parties expressly agree otherwise in writing.

For purposes of this Agreement, “Intellectual Property Rights” include all industrial and/or intellectual property rights of the Parties, along with any associated documentation or materials, including but not limited to any software and related algorithms (particularly those associated with the YouShift Platform), know-how, codes, procedures, ideas or techniques of any nature, including content or the embodiment of any product or graphic design, text or image developed or created by photographic, electrostatic, or computer-based processes, patents, trademarks, utility models, industrial designs, semiconductor product topographies, and any other similar rights.

Specifically, all Intellectual Property Rights in the YouShift Platform (including any derivative works or enhancements, whether existing or future), as well as any associated support materials, are the exclusive property of YouShift. The Client will refrain from any actions regarding the YouShift Platform that are not explicitly permitted under this Agreement.

2. Specific Limitations

The Parties expressly acknowledge the following:

- Neither the Client nor any End User has the right, nor may they authorize any use, of YouShift’s (or its licensed) trademarks, trade names, distinctive signs, or corporate image, or other Intellectual Property Rights, unless expressly permitted by this Agreement.
 - The Client must obtain YouShift’s prior written consent to use any of YouShift’s Intellectual Property Rights in the Client’s materials, commercial formats, or elsewhere.
 - Neither Party may use or permit others to use the other Party’s Intellectual Property Rights in any way suggesting that all or part of such Intellectual Property Rights belong to them.
3. The Client also agrees to notify YouShift promptly if it becomes aware of any infringement, alleged or potential, involving the YouShift Platform or any unfair

commercial practices, counterfeiting of products, or similar violations during the term of this Agreement.

9. License of Use

During the term of this Agreement, YouShift grants the Client a limited, non-exclusive, non-transferable, non-sublicensable license (the “License”) to use the YouShift Platform solely for the purposes described in this Agreement. This License explicitly excludes any rights to the Platform or any other Intellectual Property Rights of YouShift not expressly granted herein, including but not limited to reproduction, transformation, distribution, and/or public communication.

10. Data Protection

The processing of your personal data is governed by the **Privacy Policy**, which forms an integral part of this Agreement.

11. Confidentiality and Publicity

1. Confidentiality

The Client acknowledges a duty of confidentiality regarding any of YouShift’s Confidential Information. Specifically, as the recipient of the Confidential Information (the “Receiving Party”), the Client agrees to:

- (i) Not use, lend, license, sell, lease, disclose, or otherwise permit any use or disclosure of the Confidential Information;
- (ii) Keep the Confidential Information strictly confidential and not disclose it to any unauthorized individual or entity;
- (iii) Use and store the Confidential Information with controls and protections at least as strict as those it uses for its own confidential information;
- (iv) Maintain strict confidentiality about the features and particulars of the exploitation and business relating to the Confidential Information;
- (v) Not use such Confidential Information for its own benefit or that of a third party;
- (vi) Use the Confidential Information exclusively to fulfill its functions, rights, and obligations under this Agreement; and
- (vii) Promptly inform YouShift, as the disclosing party (the “Disclosing Party”), of

any violation or well-founded fear of violation of the confidentiality obligations in this clause.

For purposes of this Agreement, “Confidential Information” includes this Agreement itself (including its content) and any other information of any nature that is supplied by the Disclosing Party to the Receiving Party—whether orally, in writing, or via any other means or medium, tangible or intangible—concerning the Disclosing Party’s commercial, financial, or other activities and operations, including those of its partners, customers, suppliers, or employees, as well as Intellectual Property Rights. The above restrictions on disclosure and use do not apply to information that the Receiving Party can reasonably demonstrate without doubt:

- (i) Was already public knowledge at the time of receipt;
- (ii) Became public knowledge after its receipt without the Receiving Party’s fault; or
- (iii) Must be disclosed by the Receiving Party pursuant to a legal requirement, court order, or other government regulation, in which case the Receiving Party must first notify the Disclosing Party, if lawful and feasible.

This confidentiality obligation remains in effect even after termination of this Agreement, continuing indefinitely as long as the Confidential Information retains its secret and confidential nature.

12. Notices

All notices, communications, consents, or other messages required or permitted under this Agreement must be made in writing in English (or Spanish, where necessary) and in a manner that provides proof of delivery and receipt. In particular, all such notices must be sent to:

- **YouShift**

Attention: YouShift Corp.

Address: 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808

Email: info@you-shift.com

- **Client**

At the address and contact information provided in the Client’s Account.

Either Party may change the designated addresses by notifying the other Party in writing in the manner set forth above.

13. Miscellaneous

1. Assignment

The Client may not assign this Agreement without the express, prior, written consent of YouShift. However, YouShift may freely assign its position in this Agreement, including to any entity in its corporate group or any entity that subsequently operates and owns the Platform.

2. Subcontracting

By entering into this Agreement, the Client expressly authorizes YouShift to subcontract any services or obligations under this Agreement to third parties, without limitation, if YouShift deems it appropriate.

3. Modification

YouShift may amend the terms and conditions of this Agreement. In such an event, YouShift will notify the Client before any changes take effect. If you do not agree with the new conditions, you must discontinue using and accessing the Platform and the Services. Continued use or access of the Platform and/or the Services after any modification of the Agreement will be deemed tacit acceptance of all such modifications.

4. Headings and Titles

The section headings in this Agreement are provided solely for reference and do not define, limit, or describe the scope or intent of any provision.

5. Entire Agreement

This Agreement, including all its parts and attachments, constitutes the entire agreement between the Parties regarding its subject matter. The Parties expressly agree that the Recitals and Attachments, if any, are essential and have the same effect as the clauses in the main body of the Agreement.

6. Payments

All payments under this Agreement shall be made in full, without set-off, and free of any deduction or withholding, except as expressly required by law. Should any deduction or withholding be required by law, it must not exceed the minimum amount so required.

If any amount owed under this Agreement is not paid when due, and without prejudice to any other remedies or rights, such amount will accrue interest at the maximum rate permitted by applicable law, calculated daily from the due date to the date of actual payment.

7. Relationship between the Parties

The Parties are wholly independent contracting parties. No employment, partnership, joint venture, or agency relationship is created by this Agreement. The Client does not represent YouShift and has no authority to enter into agreements or obligations on behalf of YouShift.

YouShift will not be liable for any debts, risks, or obligations associated with the Client's business or activities; the Client bears all risks associated with its business and operations.

8. Severability

If any clause of this Agreement is declared, in whole or in part, invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability applies only to that clause or the part thereof that is invalid or unenforceable. The remainder of the Agreement shall continue in full force and effect, unless such clause is essential to the entire Agreement.

9. Force Majeure

If the performance of this Agreement (excluding any payment obligation of the Client) is prevented, restricted, or interfered with by reason of an event of Force Majeure, the affected Party shall promptly notify the other Party within forty-five (45) days of the event, specifying the obligations impacted, the nature of the Force Majeure, and the estimated delay in performance.

“Force Majeure” refers to any unforeseeable and exceptional event beyond the Parties’ control that prevents either Party from fulfilling its obligations under the Agreement (excluding the Client’s payment obligations), which is not attributable to the Party’s own fault or negligence, and could not have been avoided by exercising due diligence. Such events may include, but are not limited to, wars, riots, strikes, sabotage, fires, revolutions, invasions, uprisings, pandemics, or natural disasters.

10. Costs and Taxes

Each Party shall bear its own costs incurred in the preparation, negotiation, and performance of this Agreement. All taxes arising as a result of the transactions contemplated in this Agreement, including its execution or formalization, shall be borne by the Parties in accordance with the applicable law.

14. Governing Law and Jurisdiction

These T&C and any access to or use of the Platform and the Services shall be governed exclusively by and construed in accordance with the **laws of the State of Delaware** (without regard to its conflict-of-law principles or rules).

Any dispute, controversy, conflict, or claim arising out of or relating to the interpretation or performance of this Agreement (including the Privacy Policy and any related documents), or in any way connected to the use of the Platform or the provision of the Services, shall be submitted **exclusively to the state or federal courts located in the State of Delaware**, and the Parties consent to such courts’ personal jurisdiction.

Updated: January 29, 2025