

Website Terms of Use – theroger.com (version dated February 2022)

1. These terms of use (as amended from time to time, the "**Terms**") together with any supplemental rules and regulations, such as the Privacy Policy, govern your access to and use of the services available on the website (the "**Website**") operated by On AG, with registered office in Zurich, Switzerland (Commercial registry number CHE-115.332.641; "**On**" or "**we**"). Your access to and use of our services is subject to your acceptance of and compliance with these Terms. By accessing the Website or using our services you agree to accept and be bound by the Terms. In case you do not agree to any part of the Terms, you are not authorised to continue using the Website or related services.
2. The form, nature and functionalities of the Website may change from time to time without prior notice to you. Also, we may discontinue temporarily or permanently operating the Website or any features within the Website towards you or towards users generally at any time and may not be able to provide you with prior notice.
3. We reserve the right at all times (but we will not have an obligation) to remove or refuse to compile any information or personal data and to suspend or terminate users and close their user accounts. If and to the extent we deem it necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigations of a potential violation thereof, (iii) detect, prevent or otherwise address fraud, security or technical issues, or (iv) protect the rights, property or safety of On, its users or the public, we reserve the right to access, read, preserve and disclose any related information or personal data. Accounts that are inactive for more than [twelve months] may be removed without prior notice. You acknowledge that these Terms remain in effect even after your account is terminated or you have stopped using the Website.
4. There are limitations on the use of the Website. These limitations comply with legal requirements and aim to protect our users from abuse and to make the use of the Website the best possible experience for all users. We may need to change these rules from time to time and reserve the right to do so. No abuse of our Website will be tolerated. Any violation of these rules may lead to a temporary or permanent suspension or deletion of your account.
 - A. **Unlawful Use:** You shall not use the Website or any information or personal data provided for any unlawful purposes or in furtherance of any illegal activities. International users are required to comply with all applicable local laws regarding online conduct and acceptable content.
 - B. **Unauthorized Access:** You shall not do any of the following while accessing or using the Website: (i) access, tamper with or use non-public areas of the Website (except for your own account) on computer systems or the technical delivery systems of our providers; (ii) probe, scan or test the vulnerability of any system or network or breach or circumvent

any security or authentication measures; (iii) attempt to access or search the Website or any information or personal data by any means (automated or otherwise) other than through our currently available, published interfaces; or (iv) interfere with or disrupt, or attempt to do so, the access of any user, host or network.

- C. **No Reproduction**: You shall not reproduce, duplicate, copy, sell, trade or resell the Website content or its design and look or any information derived from the Website. You are not entitled to modify or redistribute the Website content or its design and look or any information or to reproduce, store, link, frame or deep-link it on any other Website or in any other medium or format without our prior express consent. Further, you shall not use the Website for commercial exploitation in any circumstances.
 - D. **No Malicious Software and Content**: You shall not provide any malicious content intended to damage or disrupt another user's browser or computer or to compromise any user's privacy.
 - E. **Respect for Privacy of Third Parties**: You shall not disclose other people's personal data without their prior expressed consent.
5. All copyright, trademark, design, database right, patent and other intellectual property right, title and interest in and to the Website will remain the exclusive property of On and its licensors. The elements of the Website, including without limitation the general design and the imagery are protected by copyright, trademark, design, database right, patent and other laws relating to intellectual property rights of both Switzerland and/or foreign countries. Without our prior written consent, nothing in these Terms gives you a right to use On's name or any of On's trademarks, logos, domain names or other distinctive brand features. You are not entitled to use the content of the Website for commercial exploitation in any circumstances. In case you breach the terms of this provision, On will have the right to claim damages against you which shall include, without limitation, the right to claim direct, indirect or consequential damages and loss of profits.
6. While we endeavour to ensure the accuracy of the information or personal data provided, to the maximum extent permissible under applicable laws, neither On nor any of its directors, officers, employees, agents, partners, affiliates and licensors may be held responsible for any acts or omissions related to, or errors in, the information or personal data or for any loss or damages which may subsequently arise.
7. Any information or personal data transmitted via the Website will pass over public telecommunications networks. While On undertakes reasonable best efforts to protect the operation of the Website and any transmission of information or personal data, On does not give any representation, warranty or undertaking that the operation of the Website or any transmission of information or personal data will be secure, uninterrupted or error free.

8. The Website may contain links to third-party apps, websites, social media platforms, materials or other products and services supplied by or contained on any third-party app, website or social media platform, which are linked from or to the Website ("**Third Parties**"). Even though you may be able to connect to such Third Parties from the Website, these Third Parties are subject to separate terms of use and privacy policies. On does not accept any responsibility or liability for (i) the availability or accuracy of such Third Parties or (ii) the content, products or services on or available from such Third Parties. Links to such Third Parties do not imply any endorsement by On of such Third Parties or the content, products or services available from such Third Parties. You acknowledge sole responsibility for and assume all risks arising from your use of any such Third Parties.

9. If you elect to receive marketing text messages from us, either via our website or by sending a text message indicating your consent, you are providing your prior express written consent to receive recurring marketing or promotional text messages from us (each, a "Text Message") sent through an automatic telephone dialling system. These may include cart abandon messages. Message frequency varies. This service is optional and is not a condition for purchase. You can opt out of receiving any further Text Messages from us at any time by replying "STOP" to any Text Message you receive from us. For help, reply "HELP" to any Text Message you receive from us or email textsupport@wunderkind.co. In addition to any fee of which you are notified, your mobile provider's message and data rates may apply to our confirmation Text Message and all subsequent Text Message correspondence according to your individual rate plan provided by your wireless carrier. Please consult your mobile service carrier's pricing plan to determine the charges for browsing data and sending and receiving Text Messages. Under no circumstances will we or our affiliates be responsible for any Text messaging or wireless charges incurred by you or by a person that has access to your wireless device or telephone number. If your carrier does not permit Text messages, you may not receive the Text Messages. Neither we nor the wireless carriers will be liable for any delays in the receipt of, or failure to deliver, any Text Messages, as delivery is subject to effective transmission from your network operator. Text Message services are provided on an "AS IS" basis. Data obtained from you in connection with any Text Message services may include your cell phone number, your provider's name and the date, time and content of your text messages. We may use this information in accordance with our Privacy Policy to contact you and to provide the services you request from us. For more information on how we use telephone numbers, please read our Privacy Policy. If you change or deactivate the phone number you provided, you have an affirmative obligation to update your account information and the phone number(s) attached to your account to prevent us from inadvertently communicating with anyone who acquires any phone number(s) previously attributed to you, and any new phone number(s) you attach to your account may receive our standard marketing Text Messages unless you also unsubscribe via the above procedures."

10. On provides the content and functionalities of the Website and any information in good faith, but your access to and use of the Website is at your own risk. On operates the Website on an 'as is'

and 'as available' basis without representation or warranty of any kind, whether express or implied, including without limitation of merchantability, fitness for a particular purpose, availability on an uninterrupted, secure or error-free basis or non-infringement of any copyrights, trademarks, designs, database rights, patents or other intellectual property rights in the jurisdiction in which you access and/or use the Website. On gives no representation, warranty or undertaking for information or advice, whether oral or written, obtained from On or the Website, for the completeness, accuracy, timeliness, security or reliability of the Website, or that the information provided is of satisfactory quality, up-to-date or free from viruses, trojans or other harmful or malicious programs. On will not be responsible or liable for any harm to your computer system, loss of data or other harm resulting from your access to or use of the Website or for the deletion of, or the failure to store or to transmit, any data or information and other communications.

11. **On and its directors, officers, employees, agents, partners, affiliates and licensors shall in no way be responsible for any decisions you may make based on the use of the Website or consequences of such decisions, even if communicated through the Website or the use of other On services, or the information or personal data provided and shall, to the maximum extent permissible under applicable laws, not be liable for any losses or damages, whether direct, indirect, incidental, special, consequential or punitive, including without limitation loss of profits, data, use, goodwill or other intangible losses, resulting from (i) your access to or use of, or inability to access or use, the Website, (ii) the use of any information, and (iii) any unauthorized access, use or alteration of your transmissions of information or personal data, in each case however they may arise and whether based on contract, tort or any other legal basis, whether or not foreseeable and irrespective of whether On has been informed in advance about the possibility of such damage. To the maximum extent permissible under applicable laws, you hereby waive any claim you may have or acquire against On or any of its directors, officers, employees, agents, partners, affiliates and licensors, and will indemnify and hold On and any of its directors, officers, employees, agents, partners, affiliates and licensors harmless from any claims, proceedings, costs, damages and losses arising out of or in connection with your use of the Website or the information or personal data provided.**
12. The failure of On to enforce any rights or provisions of these Terms shall not be deemed to be a waiver of such rights or provisions.
13. These Terms, together with any supplemental rules and regulations, such as the Privacy Policy, constitute the entire and exclusive agreement between On and you regarding the use of the Website, and shall supersede and replace any prior agreements between On and you regarding the use of the Website. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect.

14. You are only allowed to access the Website if you are entitled to enter into a binding contract with On and are not a person barred from accessing the Website according to applicable law. You undertake to access the Website solely in compliance with these Terms and all applicable rules and regulations. The Website is not directed to any person to whom (by reason of such person's nationality, residence or otherwise) the publication or availability of the Website is prohibited. Persons to whom such restrictions apply must not access the Website. If you choose to access the Website you are solely responsible for compliance with any applicable laws.
15. **These Terms and the use of the Website shall in all respects be governed by substantive Swiss law. Any dispute arising out of or in connection with these Terms and/or the use of the Website shall be subject to the exclusive jurisdiction of the ordinary courts in Zurich, Canton of Zurich, Switzerland, and you consent to such jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.**
16. We may revise these Terms from time to time. The most current version will be available on our Website (<https://www.theroger.com/>). Revised Terms shall become effective from the date of publication on the Website. By continuing to access the Website after those revisions become effective, you agree to and accept to be bound by the revised Terms.