

MARCH MATERIALS

Terms of Use

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1. About March Materials

March Materials UG (“March Materials”, “MARCH”, “we”, “us”, or “our”) operates app.marchmaterials.com and the associated services (together, the “Platform”), a platform connecting people, construction professionals and businesses who discover, save, and specify building materials (the “Demand Side”) with building material suppliers and manufacturers (“Suppliers” or the “Supply Side”).

The Demand Side includes architects, interior designers, and other construction professionals, together with their clients and others involved in a building project, such as building owners and developers. All Demand Side users register under the same account category and have the same rights and obligations under these Terms, except where these Terms specifically say otherwise.

These Terms of Use (the “Terms”) form a legally binding agreement between you and March Materials UG, a company registered in Germany. They govern your access to and use of the Platform, including any content, features, and competitions we offer through it.

By creating an account, clicking “I agree,” submitting a project to the MARCH Awards, or otherwise using the Platform, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not use the Platform.

Your use of the Platform is also governed by our Privacy Policy (available at marchmaterials.com/support), which is incorporated into these Terms by reference.

2. Eligibility and Account Registration

2.1 Who can register

The Platform offers two account categories: Demand Side accounts and Supply Side accounts.

2.1.1 Demand Side accounts

Demand Side accounts are for anyone discovering, saving, or specifying building materials — including architects, designers, other construction professionals, and their clients or anyone else involved in a building project. By registering a Demand Side account, you confirm that:

- You are at least 18 years of age
- The information you provide during registration is accurate, current, and complete, and you will keep it up to date

2.1.2 Supply Side accounts

Supply Side accounts (for Suppliers and manufacturers) give access to the features described in Section 3.2. By registering a Supply Side account, you confirm that:

- You are at least 18 years of age
- You are acting in a professional or business capacity, and not as a consumer

- You have the authority to bind the company or organisation you represent
- The information you provide during registration is accurate, current, and complete, and you will keep it up to date

2.1.3 Feature availability within the Demand Side

Not every feature described in these Terms is available to every Demand Side account at all times. Uploading Content (Section 6) is made available to specific Demand Side accounts at our discretion, as we roll the feature out. We will notify you if and when this becomes available to your account. Section 6 applies to you only once, and for as long as, upload has been enabled for your account; until then, that Section does not impose obligations on you, because you do not have the ability to upload Content. Eligibility to enter the MARCH Awards is set out separately in Section 7.2 and does not depend on whether general upload has been enabled for your account.

2.1.4 All accounts

We reserve the right to decline, suspend, or revoke any registration at our reasonable discretion, including where we believe an account is fraudulent, duplicate, or otherwise used in a way inconsistent with this Section.

2.2 Account responsibilities

You are solely responsible for:

- Maintaining the confidentiality of your account credentials
- All activity that occurs under your account
- Notifying us immediately of any suspected unauthorised access, at info@marchmaterials.com

You may not share your account with others, allow multiple people to use a single login, or register multiple accounts for the same individual or entity without our permission. Accounts are non-transferable.

2.3 Account closure

You may close your account at any time by contacting us at info@marchmaterials.com. Upon closure, we will suspend your account for 30 days before permanent deletion, in case you change your mind. If you re-register within this period, your account will be reactivated. After deletion, we will delete or anonymise your data except where we are required or entitled to retain it — for example, financial records under German commercial and tax law, or content you have licensed to us under Section 6, which may persist in archived or previously-distributed form as described there. See our Privacy Policy for retention periods.

3. Platform Services

3.1 For the Demand Side

The Platform provides Demand Side accounts with the ability to:

- Discover and search building materials across categories including flooring, timber, insulation, façade, roofing, paint, and more
- Search materials by sustainability credentials, certifications, and environmental product declarations (EPDs)
- Save and organise materials into project boards and collections
- Compare materials and access technical product data

- Contact and connect with Suppliers directly
- Procure materials through the Platform, where available

Some Demand Side accounts may additionally have access to upload Content to the Platform, where that feature has been enabled for their account as described in Section 2.1.3. Entry to the MARCH Awards, our recurring architecture competition, is available only to architects who meet the eligibility requirements in Section 7.2, regardless of whether general upload access has been enabled for their account.

3.2 For the Supply Side

Suppliers may list their products on the Platform and, depending on their written agreement with MARCH, access some or all of the following:

- Product listing and catalogue management
- Visibility to a qualified audience of Demand Side users
- Enquiry management and direct communication with Demand Side users
- Access to aggregated, anonymised engagement analytics for their product listings
- Facilitation of sales tracking through the Platform

3.3 Platform and commission

March Materials operates as a Platform and sales tracking facilitator. Where sales for building materials are tracked through the Platform, March Materials charges Suppliers a commission of 10% of the order confirmation value, or such other rate as agreed in writing between March Materials and the Supplier. Suppliers are responsible for accurate pricing, availability, lead times, and product compliance. March Materials is not a party to the contract of sale between a Demand Side user and a Supplier, and acts only as an intermediary.

3.4 Platform availability

We aim to keep the Platform available and in good working order, and will give reasonable advance notice of planned maintenance where practical. We do not guarantee uninterrupted availability and accept no liability for downtime outside our reasonable control. We may update, modify, or discontinue features of the Platform at any time, giving reasonable notice where a change materially affects your use.

4. Acceptable Use

4.1 Permitted use

You may use the Platform only for lawful purposes — whether personal or, where applicable, in connection with a trade, business, or profession — in accordance with these Terms and all applicable laws, and in a manner that does not infringe the rights of others.

4.2 Prohibited conduct

You must not:

- Use the Platform for any unlawful, fraudulent, or deceptive purpose
- Scrape, crawl, or systematically extract data or content from the Platform using automated means, without our prior written permission
- Upload or transmit malicious code, viruses, or other harmful content

- Impersonate another person or entity, or misrepresent your professional role or affiliation
- Use the Platform to spam, solicit, or send unsolicited commercial communications
- Reverse engineer, decompile, or attempt to extract the source code of the Platform
- Circumvent any access controls, security features, or commission mechanisms
- Contact a Supplier or Demand Side user acquired through the Platform with the purpose of transacting outside the Platform to avoid commission
- Post, upload, or submit any content — including images and MARCH Awards submissions — that you do not have the right to share, or that infringes the intellectual property, privacy, or other rights of any third party
- Use the Platform to display or distribute unlawful, defamatory, hateful, sexually explicit, or otherwise inappropriate material

We reserve the right to remove content, and to suspend or terminate accounts, that violate this Section, without notice.

5. Content and Intellectual Property

5.1 March Materials content

All content on the Platform created or owned by March Materials — including the Platform's design, software, text, graphics, curation, and the MARCH and MARCH Materials names and logos — is the property of March Materials UG or its licensors and is protected by copyright, trade mark, and other applicable intellectual property laws. You may not reproduce, distribute, or create derivative works from this content without our express written permission.

5.2 Supplier content

Suppliers are responsible for all product listings, descriptions, images, technical data, and other content they upload to the Platform ("Supplier Content"). By uploading Supplier Content, you confirm that you own or have the right to use all elements of it, that it is accurate and not misleading, and that it complies with applicable regulations. You grant March Materials the licence described in Section 6 below in respect of Supplier Content.

We reserve the right to remove any Supplier Content that violates these Terms, or that we reasonably consider inappropriate, inaccurate, or potentially harmful to users.

5.3 User-generated content generally

Where Demand Side users save materials, create project boards, upload images, or otherwise generate or submit content on the Platform — including content submitted to the MARCH Awards — such content is collectively referred to as "User Content." You retain ownership of your User Content. You grant March Materials the licence described in Section 6 below.

5.4 Feedback

If you provide feedback, suggestions, or ideas about the Platform, you grant March Materials the right to use that feedback freely, without obligation or compensation to you. Do not submit feedback that is confidential or owned by a third party.

6. Uploading Images and Project Content — Your Licence to Us

6.1 What this section covers

This section applies whenever you upload, submit, or otherwise share images, photographs, renders, drawings, project descriptions, or other creative content to the Platform (“Content”) — whether as part of your general use of the Platform (e.g. project boards, supplier enquiries, profile content) or as part of a MARCH Awards submission (see Section 7). It applies to Supply Side accounts uploading Supplier Content, to any Demand Side account submitting a MARCH Awards entry (since submitting an entry necessarily involves uploading Content, regardless of whether general upload is otherwise enabled for that account), and to Demand Side accounts generally for whom upload has been enabled as described in Section 2.1.3. It does not apply to a Demand Side account's general use of the Platform where upload has not been enabled for that account and the account is not submitting a MARCH Awards entry, because that account has no ability to upload Content outside the Awards in that case.

6.2 Your warranty: you must hold the rights

By uploading or submitting Content, you represent and warrant that:

- You own the Content, or you hold all necessary rights, licences, consents, and permissions to upload it and to grant March Materials the licence in Section 6.3 below — including, where the Content depicts a building, interior, or project you did not personally design, the consent of the architect, designer, or rights holder, and, where the Content was taken or created by a third-party photographer or visualiser, that photographer's or visualiser's consent
- Where the Content includes identifiable people, you have their consent to be depicted and for the image to be used as described in this Section
- The Content does not infringe any third party's intellectual property, privacy, or other rights, and is not unlawful, defamatory, or misleading

You are solely responsible for the Content you upload. If you are not sure you hold the necessary rights — for example because a third-party photographer took the images — please confirm this with them before uploading, or do not upload the Content.

You agree to indemnify and hold March Materials harmless against any claims, damages, or costs (including reasonable legal fees) arising from a breach of the warranties in this Section 6.2, in particular where a third party claims that Content you uploaded infringed their rights.

6.3 The licence you grant us

By uploading or submitting Content to the Platform, you grant March Materials a non-exclusive, worldwide, royalty-free licence to host, store, reproduce, display, and distribute that Content:

- On the Platform, to other registered users, as part of the normal operation of the platform and (where applicable) the MARCH Awards
- In March Materials' own marketing and promotional materials, including our website, newsletters, investor and partner materials, and printed materials
- On March Materials' own social media channels (e.g. LinkedIn, Instagram), with attribution to you and/or your project where reasonably practicable

This licence is not sublicensable to third parties — we will not license your Content onward to Suppliers or other third parties for their own independent marketing use, except where you separately and specifically agree to that (for example, a Supplier may request your permission to feature a project that used their product, but that requires your own separate consent, not this licence).

This licence continues after you close your account or remove the Content from the Platform, but only with respect to copies already incorporated into published marketing materials (such as a published social media post, newsletter, or printed brochure) at the time of removal; we will stop using the Content in new materials going forward. You may request removal from a specific piece of previously published external marketing material by contacting info@marchmaterials.com, and we will make

commercially reasonable efforts to accommodate this, though we cannot guarantee removal from third-party platforms (e.g. if a post has been reshared) or printed materials already in circulation.

6.4 Attribution and integrity

Where reasonably practicable, we will credit you and/or your project when we use your Content for marketing purposes. We will not materially alter the substance of your Content in a way that misrepresents your work, though we may resize, crop, format, or apply consistent visual treatment for display purposes.

6.5 No additional compensation

Granting this licence does not entitle you, or any third party, to payment, royalties, or revenue share from March Materials' use of your Content under this licence, beyond any commission or prize arrangements separately described in these Terms.

6.6 Assignment on a business transfer

If March Materials is acquired by, merges with, or transfers substantially all of its assets to another company, this licence may be assigned to that company as part of the transaction, subject to the same terms described in this Section. This is the only circumstance in which the licence may be assigned; it is otherwise personal to March Materials and not sublicensable, as set out in Section 6.3.

7. The MARCH Awards Competition

7.1 What the MARCH Awards is

The MARCH Awards is a recurring competition run by March Materials in which Demand Side users submit completed architecture and interior design projects, tagged with the building materials used, for evaluation and potential recognition (the "Competition"). Specific edition details — submission window, fees, categories, judging panel, and prizes — will be published on the Platform, newsletter, social media or in supplementary Official Rules for that edition, and form part of these Terms by reference.

7.2 Eligibility

The Competition is open to architects only. To enter, you must:

- Hold a Demand Side account on the Platform
- Confirm, at the time of entry, that you are the architect of record for the submitted project, or that you have that architect's permission to submit on their behalf (Supply Side accounts, and Demand Side accounts not entering in an architect capacity, are not eligible to enter)
- Be at least 18 years of age and have the authority to submit the project
- Submit only projects that comply with Section 6 (you hold or have secured the necessary rights in all images and materials submitted)

Employees, contractors, and immediate family members of March Materials may be excluded from winning prizes, at our discretion, to preserve the integrity of the judging process.

The Competition is a skill-based competition (Gewinnspiel): outcomes are determined by the judging panel's assessment of submissions against internally set criteria for that edition, not by chance, lottery, or random draw.

Entry to the Competition may require payment of an entry fee. Where an entry fee applies, the amount will be published on the Platform, and may also be communicated via our social media channels or

newsletter, before the relevant submission window opens. We may change the entry fee between editions of the Competition, but the fee that applied at the time you submitted your entry will not change retroactively for that entry.

7.3 Submission content and licence

Competition submissions (images, drawings, project descriptions, material specifications, and any other materials you submit) are User Content and Content under Sections 5 and 6 above, and the licence in Section 6.3 applies to them in full — the same licence that applies to any Content you upload to the Platform generally, including use in March Materials' marketing and on our social media, which is standard for promoting Competition winners and finalists. In addition, you agree that we may publicly display your submission, your name, and your firm or company name in connection with the Competition (e.g. on a results or shortlist page), whether or not you are selected as a winner.

7.4 Judging

Submissions will be evaluated by a judging panel against internally agreed upon criteria for that edition (which may include design quality, sustainability performance of specified materials, and completeness of submission). Judging decisions are at March Materials' and the panel's reasonable discretion and are final. We will act in good faith and apply criteria consistently, but do not guarantee any particular outcome. Certain categories may be set for each competition, and depending on the amount and diversity of entries, these may be changed by March Materials during the competition to ensure fair judging and get closer to an equal distribution of projects.

7.5 Prizes

Prize details for each edition (value, form, and any conditions) will be published with that edition's Official Rules. Unless stated otherwise: prizes are non-transferable and have no cash alternative; we may substitute a prize of equivalent or greater value if circumstances require; winners are responsible for any tax obligations arising from receipt of a prize under their applicable law.

7.6 Disqualification

We may disqualify a submission or participant at any stage, including after announcing results, if we reasonably believe the submission breaches these Terms (including the rights warranty in Section 6.2), was obtained fraudulently, or otherwise undermines the integrity of the Competition.

7.7 Right to cancel or amend

We may cancel, suspend, or amend the Competition or any edition of it, including for reasons beyond our control, in which case we will make reasonable efforts to notify registered participants and will act fairly with respect to submissions already received.

8. Privacy and Data

Your use of the Platform is governed by our Privacy Policy (marchmaterials.com/support), incorporated into these Terms by reference. In particular, you acknowledge that we collect data on how you interact with the Platform — including materials and projects you view, save, and engage with — and use this to personalise your experience and to provide aggregated, anonymised analytics to Suppliers, as described there.

9. Disclaimers and Limitation of Liability

9.1 Platform provided “as is”

The Platform is provided on an “as is” and “as available” basis. To the fullest extent permitted by applicable law, March Materials makes no warranties, express or implied, regarding the Platform, including as to its accuracy, completeness, fitness for a particular purpose, or uninterrupted operation.

9.2 Supplier and User Content

March Materials does not verify, endorse, or take responsibility for the accuracy of Supplier Content or User Content, including product descriptions, sustainability claims, certifications, pricing, or Competition submissions. Demand Side users should conduct their own due diligence before specifying or procuring materials. With respect to content as displayed on the Platform itself, we act as a host of User Content rather than its author, and are not responsible or liable to any third party for content posted by other users, though we may take action against content that breaches these Terms. This hosting position does not extend to our own choice of which Content to feature in our marketing or on our social media under the licence in Section 6 — we rely there on the warranty you give us in Section 6.2 that you hold the necessary rights, and you indemnify us under Section 6.2 if that warranty proves untrue.

9.3 Limitation of liability

To the fullest extent permitted by law, March Materials shall not be liable for:

- Indirect, incidental, special, or consequential damages arising from your use of the Platform
- Loss of profit, revenue, data, or goodwill
- Damages arising from transactions between Demand Side users and Suppliers
- Any third-party content, links, or services accessible through the Platform

Our total aggregate liability to you in connection with these Terms shall not exceed the greater of (a) the total fees paid by you to March Materials in the 12 months preceding the event giving rise to the claim, or (b) EUR 2,500 [PLACEHOLDER — CONFIRM WITH COUNSEL].

Nothing in these Terms excludes or limits our liability for: death or personal injury caused by our negligence; intent or gross negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited under applicable law, including mandatory liability under the German Product Liability Act (Produkthaftungsgesetz). If you are using the Platform outside any trade, business, or profession, nothing in this Section limits any statutory right you have as a consumer under German or EU law that cannot lawfully be limited by agreement.

9.4 Force majeure

We are not liable for any failure or delay in performance resulting from circumstances beyond our reasonable control, including natural disasters, pandemics, cyberattacks, government action, or failure of third-party infrastructure.

10. Termination

March Materials may suspend or terminate your account and access to the Platform at any time, with or without notice, if: you breach these Terms; we have reason to believe your account is being used fraudulently or in bad faith; we are required to do so by law or a competent authority; or we decide to discontinue the Platform.

Upon termination, your right to use the Platform ceases immediately. Provisions that by their nature should survive termination — including Sections 5, 6, 9, 11, and 12 — will continue to apply.

11. Changes to These Terms

We may update these Terms from time to time. We will notify registered users of material changes by email or via a prominent notice on the Platform at least 14 days before the changes take effect. Your continued use of the Platform after the effective date of changes constitutes acceptance of the updated Terms. If you do not accept the changes, you must stop using the Platform and close your account.

12. Governing Law and Jurisdiction

These Terms are governed by the laws of Germany. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Berlin, Germany. If you are a consumer, nothing in this Section deprives you of the protection of any mandatory provisions of the law of the country in which you are habitually resident, or of your right to bring proceedings in the courts of that country, to the extent such rights cannot be waived under applicable law.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the parties shall agree a replacement provision that most closely reflects the original commercial intent.

13. Contact

For questions about these Terms or your account:

March Materials UG

Email: info@marchmaterials.com

Website: app.marchmaterials.com

For data protection and privacy enquiries: info@marchmaterials.com