

## General Terms of Use of the Internet Services

### Definitions:

- Contract year: A contract year is the period of (1) year starting with the day the ordered internet services are enabled by ECOSPEED.
- Internet services: The services offered by ECOSPEED and ordered by the customer. These are made available and provided by ECOSPEED via the ECOSPEED internet site in the form of online services.

### Area of applicability

(1) The present Agreement applies to the internet services provided by the company ECOSPEED AG (hereinafter: ES) for the ordering party (hereinafter: the Customer) unless they are in contradiction of other agreements between ES and the Customer. Other deviating agreements between ES and the Customer shall only take precedence over this Agreement if they are agreed in writing and concluded with reference to this Agreement and signed by both parties. The applicability of the General Terms and Conditions of Business of the Customer is excluded.

### Contract fulfilment in general

(2) The content and scope of the internet services of ES are defined in the technical service description on the order form. Other product and service descriptions, in particular product and service descriptions on the internet site of ES and the documents stored there by ES, are not part of this Agreement. The Customer is unable to derive any rights in relation to ES from the above.

(3) ES shall ensure careful operation in line with accepted technical principles. ES reserves the right suspend operation of the internet services for a short period for the duration of necessary maintenance and update work.

(4) ES is entitled to supplement the offered services with additional functions. However, the Customer has no entitlement to the provision of additional functions.

### Rights of use

(5) ES shall grant the Customer and/or third parties that use the internet service on behalf of the Customer the non-exclusive, non-transferable and revocable right to use the internet services exclusively for their purposes during the validity of this Agreement.

(6) All copyright and other intellectual property or industrial property rights with regard to the internet services are exclusively owned by ES. Granting the right to use the internet services does not include any license to copyrighted content, patents, brand names or other intellectual property rights.

### Duties of the Customer

(7) The Customer undertakes not to pass on or sublet the access authorisation and internet services to third parties or to permit third parties to take recourse to or use them to their advantage or pass them on to third parties in any other way.

(8) The Customer undertakes to supplement publications of results that have been created using the internet services of ES in such a way that this can be seen. In this context, the internet service ("ECOSPEED Region" or "ECOSPEED Business") as well as the internet address [www.ecospeed.ch](http://www.ecospeed.ch) are to be named.

(9) The customer undertakes not place any content

that violates applicable laws, or is insulting, racist, discriminatory, pornographic or could otherwise infringe the rights of a third party within the community areas provided within the framework of the internet services;

that infringes the brand or other intellectual property rights of others;

that contains advertising for products or services of third parties.

(10) In the event of a violation of the above condition, ES is entitled to delete the content. In the event of a repeated violation of the above condition, ES is entitled to block the access of the Customer.

## Prices

(11) The prices specified on the order form and legally agreed on acceptance of the order by ES shall apply.

(12) The Customer shall be notified of price changes at least 3 months before their coming into effect, in such a way that the Customer is able to give notice of termination of this User Agreement before the announced date of coming into effect or, if applicable, complying with the period of notice to the end of each ongoing contract year. The Customer shall be notified regarding upcoming price changes per e-mail. Decisive on the Customer's side is the e-mail address of the administrator specified on placement of the order. The Customer shall bear the risk of non-delivery.

## Start of the contract, term of contract and notice of termination

(13) The stipulations in this Agreement shall be agreed as effective with acceptance of order placement of the Customer (order) by ES. The agreement initially applies for a period of 1 year starting from the day the ordered Internet services are enabled by ES, unless a contract duration to the contrary is agreed. The Agreement shall be extended automatically by a further contract year unless notice of termination is given by the Customer or by ES in compliance with the applicable periods of notice.

(14) Billing of the offered services shall start when the ordered internet services are enabled and end with notice of termination in writing in compliance with the applicable periods of notice to the end of a contract year. If notice of termination is given at a point in time before a contract year elapses, there shall be no entitlement to reimbursement.

(15) For the customer, a period of notice of 3 months to the end of each contract year shall apply. For ES, a period of notice of 3 months shall apply. The notice of termination must be given in writing. The notice of termination has been given in compliance with the applicable periods of notice if it arrives at the other contracting party at the latest on the last day before the start of the period of notice. Notice of termination by the Customer is to be sent to the postal address of ES listed below. The Customer undertakes to notify ES immediately and in writing regarding any changes to their postal address with the need for ES to request such notification. The Customer shall bear the risk of non-delivery of notice of termination as a result of a violation of this duty.

(16) ES is entitled to stop all services without prior notification and without compensation and to give notice of termination of the contract should there be justified doubts regarding use of

the internet services by the Customer that does not comply with the law or with this Agreement.

## **Responsibility of the user**

(17) The Customer shall be responsible for maintenance of their own data at their own expense unless otherwise agreed. Data updates / maintenance can be delegated to ES. This requires a separate agreement in writing. Liability on the part of ES in the context of data updates / maintenance by the Customer is excluded in all cases.

(18) The Customer undertakes not to infringe the rights of third parties when using the internet services. The user undertakes to release ES from all claims by third parties based on taking recourse to the internet services and/or use of the results thereof.

## **Liability of ES**

(19) ES shall be liable for possible direct loss caused to the Customer within the framework of the present contractual relationship provided the loss is the result of gross negligence or wilful intent of ES.

(20) All other liability, in particular for indirect or consequential damage on the part of the Customer and/or third parties, including missed profit, operational malfunctions, claims by third parties against the customer, damage resulting from non-fulfilment of contractual obligations by the Customer, losses of data, damage to computer software and hardware, and similar are completely excluded.

## **Data protection**

(21) ES, the Customer and/or third parties who use the internet service on behalf of the Customer undertake to comply with the legal data privacy protection regulations. ES only has the right to use data entered by the Customer for the purpose of balancing in anonymised form but for an unlimited period. ES undertakes to take precautions to ensure that third parties are unable to draw conclusions with regard to the identity of the user where the data are used as intended within the framework of the internet services provided by ES. Customers who register with communities permit these communities to view their audit / balance data.

## **Changes to the contract and services**

(22) The Customer shall be notified of changes to the contract at least 3 months before their coming into effect or introduction in such a way that the Customer is able to give notice of termination of this User Agreement before the announced date of coming into effect or introduction or, if applicable, complying with the period of notice to the end of each ongoing contract year. Without notice of termination, the changes shall be regarded as accepted by the Customer. The Customer shall be notified regarding upcoming changes to the contract per e-mail. Decisive on the Customer's side is the e-mail address of the administrator specified on placement of the order. The Customer shall bear the risk of non-delivery.

## **Severability clause**

(23) Should a stipulation of this Agreement be or become void or should there be an omission to the Agreement, the other stipulations of this Agreement shall remain unaffected. In place of the void stipulation, an effective stipulation that comes closest to the commercial intention of the parties shall be deemed to be agreed; the same shall apply in the event of an omission.

## **Place of jurisdiction and applicable law**

(24) For the resolution of disputes arising from this Agreement, the courts at the registered office of ES (Zurich, Switzerland) shall be agreed to have jurisdiction. The Agreement shall be subject to Swiss law.