

General Terms and Conditions for the Use of SwissKnowledge

"SwissKnowledge" refers to the contractual service and/or SwissKnowledge plc

Introduction

By registering as a user with SwissKnowledge, you accept the following General Terms and Conditions (hereinafter referred to as the "GTC") for the use of SwissKnowledge (hereinafter also referred to as "SKN").

SKN operates the services of SKN under various top-level domains (e.g. swissknowledge.ch) and under various subdomains and aliases of these domains. All websites on which SwissKnowledge provides the services of SKN are hereinafter collectively referred to as the "SKN websites".

These GTC govern the contractual relationship between the user and SKN, regardless of which of the SKN websites the user registers or logs in to.

The user concludes the contract for the use of SKN services with SwissKnowledge AG, Lehmgruebstr. 1, CH-8733 Eschenbach, Switzerland. Further contact details and the commercial register data of SwissKnowledge AG can be found in the imprint.

The services offered by SKN are exclusively for persons of legal age who are formally competent to conclude contracts.

The user can access, print out, download or save these GTC at any time, even after conclusion of the contract, under the "GTC" link accessible from any of the SKN websites.

1. Subject

1.1 The SKN websites can offer registered private users two usage options:

- a) free services and
- b) paid services, which are available in detail on the SKN websites.

Furthermore, the SKN websites can offer registered corporate users two usage options:

- a) free services and
- b) paid services, which are made available in detail on the SKN websites. Both private users and company users are hereinafter referred to as users.

1.2 Details of the paid services are provided on the SKN websites. The prices stated there are binding unless other prices have been contractually agreed (e.g. due to large purchase quantities). The fees (with the exception of a possible test period for selected services) are due for payment immediately with the order for the agreed term. The user can pay them by means of the procedures offered. If a fee cannot be collected, the user shall bear all resulting costs, in particular bank charges in connection with the return of direct debits and comparable charges, to the extent that he is responsible for the event triggering the costs. SKN may send the invoices for the remuneration to the users by e-mail. SKN will also keep them available for download for a period of one (1) year from the invoice date.

1.3 Any use of the services and contents offered on the SKN websites, with the exception of the options provided by SKN, requires the prior written consent of SKN.

1.4 SKN shall make the data and/or information provided by the user available to other users only insofar as this data and/or information does not conflict with these GTC or is released by the user within SKN. SKN is entitled to remove illegal content from the SKN websites without prior notice.

1.5 In order to enable collaboration (e.g. invitations) between persons and companies as well as among companies, the company name, first name and surname as well as company address and e-mail are displayed without express consent in the functions necessary for this (e.g. search for invitations).

1.6 The user acknowledges that SwissKnowledge collects user information for improvement and security purposes (e.g. collection of the IP address used), this also includes the necessary cookies.

1.7 The user acknowledges that it is technically impossible to achieve 100% availability of the SKN websites. However, SwissKnowledge endeavours to keep the SKN websites available as

constantly as possible. In particular, maintenance, security or capacity issues as well as events beyond the control of SwissKnowledge (such as disruptions of public communication networks, power outages, etc.) may lead to short-term disruptions or temporary suspension of services on the SKN websites.

1.8 SwissKnowledge offers the user a platform e.g. to bring the user together with other users, and provides only such technical applications for this purpose that enable users to make general contact with each other. SKN does not participate in the content of communication between users. If users conclude contracts with each other via the SKN websites, SwissKnowledge is not involved in this and therefore does not become a contractual partner and does not assume any liability whatsoever. The users are solely responsible for the execution and performance of the contracts concluded among themselves. SwissKnowledge shall not be liable if no contact is established between the users via the SKN Websites in connection with such a contract. Furthermore, SwissKnowledge shall not be liable for breaches of duty by the users arising from the contracts concluded between the users.

2. Registration, commitments during registration, conclusion of contract

2.1 The user must register before using the services of the SKN websites.

2.2 The user warrants that all data provided by him during registration are true and complete. The user is obliged to update changes to his user data within SKN within 2 weeks. The user may not use pseudonyms or artificial names.

2.3 The user assures that he is of legal age at the time of registration.

2.4 When registering, the user chooses a password. He is obliged to keep his password secret. SKN shall not disclose the password to third parties and shall not ask the user for the password at any time.

2.5 By ordering or using a service, the user makes an offer to conclude the contract for the use of the services of the SKN websites. SwissKnowledge accepts this offer by activating the user for the services of the SKN websites. By this acceptance, the contract between the user and SwissKnowledge is concluded.

2.6 SKN cannot technically determine with certainty whether a user registered on the SKN websites actually represents the person the user claims to be. SwissKnowledge therefore provides no guarantee for the actual identity of a user.

2.7 Should Swiss law and the jurisdiction of SwissKnowledge not be applicable to a user, the user shall bear any obligations that may arise from the use of SKN. In case of doubt, the use of SKN by this user is not permitted.

3. Right of withdrawal for users

If the user registers with SKN for a purpose that can be attributed neither to his commercial nor his independent professional activity, the following provisions apply to him as a consumer:

3.1 Right of withdrawal

The user can revoke the registration for free or paid membership (see clause 1) in text form within two (2) weeks without giving reasons. The period begins after activation of a service by SKN.

The timely submission of the revocation is sufficient to comply with the revocation period. The revocation must be sent to SKN via the contact form available on the SKN websites, whereby the user must be logged in for identification purposes.

The user's rights of termination under clause 6 remain unaffected by the user's right of revocation under this clause 3.

3.2 Premature expiry of the right of revocation

The user's right of cancellation expires before the expiry of the two-week cancellation period pursuant to clause 3.1, if SKN has commenced the performance of the services of SKN for which the user has registered with the express consent of the user or if the user has himself initiated the performance of the services of SKN for which the user has registered (e.g. by the user making use of services of SKN which SKN provides to the user within the scope of the service selected by the user during registration).

3.3 Consequences of revocation

In the event of an effective revocation, the services received by both parties shall be returned

within the framework of the statutory provisions. If the user is not able to return the received services to SKN or is only able to return them in part or in a deteriorated condition, he must compensate SKN for the value. The user must fulfil obligations to make such payments within 30 days of sending his notice of revocation.

4. Obligations of the user

4.1 The user is obliged,

4.1.1 to provide only true and non-misleading information in his account or the account of a company and his communication with other users/companies and not to use pseudonyms or artificial names,

4.1.2 to submit to the SKN websites in his profile only such photos of his person which are no more than five (5) years old and which clearly identify the user. The user ensures that public reproduction of the photos he/she submits is permitted on the SKN websites. The transmission of photos or images of other or non-existent persons is not permitted. The profile photos submitted by the user may not contain any logos.

4.1.3 as a company user to submit an official company logo to the SKN websites which complies with the company guidelines and is of good technical quality. The user shall ensure that public reproduction of the company logos submitted by him/her is permitted on the SKN websites. The transmission of logos of other or non-existent companies as well as photos is not permitted.

4.1.4 to ensure the correct use of information when using interfaces or data exchange (e.g. data exchange with software of other companies) without the assistance of SKN.

4.1.5 to observe the applicable laws as well as all rights of third parties when using the contents and services on the SKN websites. In particular, the user is prohibited from use insulting, racist or defamatory content, regardless of whether this content concerns other users, SKN employees or other persons or companies, use pornographic content or content that violates youth protection laws or advertise, offer or distribute pornographic products or products that violate youth protection laws, unreasonably harass other users (in particular through spam) (cf. Art. 3 lit. o Unfair Competition Act), to use content protected by law (e.g. by copyright, trademark, patent, design patent or utility patent law) without being entitled to do so, or to unauthorisedly advertise, offer or distribute goods or services protected by law, as well as to engage in or promote anti-competitive activities, including progressive customer advertising (such as chain, snowball or pyramid schemes) or advertising for unauthorised gambling.

4.1.6 to refrain from the following harassing acts, even if they do not specifically violate any laws:

Sending chain letters, sending identical private messages to several users at the same time, carrying out, advertising and promoting structural sales measures (such as multi-level marketing or multi-level network marketing) or suggestive or sexually influenced communication (explicitly or implicitly).

4.2 The user is prohibited from the following actions:

Use of mechanisms, software or scripts in connection with the use of the SKN websites (the user may, however, use the interfaces or software provided to him/her by SKN for a specific purpose as part of the services offered on the SKN websites).

Blocking, overwriting, modifying, copying, unless this is necessary for the appropriate use of the services of the SKN websites. Copying by means of "robot/crawler" search engine technologies, for example, is not necessary for the proper use of the services of the SKN websites and is therefore expressly prohibited.

Distribution and public reproduction of content of the SKN websites or of other users, any action that is likely to impair the functionality of the SKN infrastructure, in particular to place an excessive load on it.

5. Changes to the services on the SKN websites

SKN reserves the right to change the services offered on the SKN websites or to provide different services.

6. Termination of the contract, refund of fees paid in advance

6.1 The user may terminate the free membership at any time without giving reasons. The termination can be made using the function accessible from any page on the SKN websites. Upon termination, the user shall be identified by the user name/e-mail and his password.

6.2 The user and SwissKnowledge may terminate the membership (see clause 1) without giving reasons by giving 2 (two) weeks' notice to the end of the minimum usage period booked in the registration process or subsequently to the end of a renewal period. The termination can be made using the function accessible from any page on the SKN websites. When cancelling, the user must be logged in and identified by the user name/e-mail and password. Cancellation by SwissKnowledge can also be made by e-mail to the e-mail defined by the user. In this case, SwissKnowledge cannot ensure that the e-mail will reach the recipient and that it will be read (cf. e.g. clause 2.2 of these GTC). After termination of the paid membership by the user, the user shall retain the free membership until it is terminated by one of the contracting parties. The provisions in clause 6.2 shall not affect the right of either party to terminate for cause.

6.3 Good cause for SwissKnowledge shall exist in particular if the continuation of the contractual relationship until the expiry of the statutory or contractual notice period is unreasonable for SwissKnowledge, taking into account all circumstances of the individual case and/or weighing the interests of SwissKnowledge. Important reasons are in particular the following events:

Non-compliance by the user with legal regulations, breach by the user of his contractual obligations, in particular those arising from clauses 2 and 4 of these GTC, the reputation of the services offered on the SwissKnowledge-Websites is substantially affected by the presence of the user (e.g. if, after registration of the user, it becomes apparent that the user has been convicted of an intentional criminal offence by a final court decision and other users are aware of this conviction) the user promotes associations or communities - or their methods or activities - that are under investigation by security, youth protection or other investigative authorities;

the user harms one or more other users; or the user is a member of a controversial sect or religious community.

6.4 In the event of good cause under clause 6.3, SwissKnowledge may also impose the following sanctions on the user, irrespective of any termination under clause 6.2:

Deletion of content posted by the user, issuing a warning or blocking/restricting access to the services of the SKN websites.

6.5 In the following cases, the user's claim for repayment of fees already paid in advance is excluded:

SwissKnowledge terminates the contract in accordance with clause 6.3 for good cause, SKN blocks or restricts the user's access in accordance with clause 6.4 or the user terminates the contract.

7. Responsibility for user content, data and/or information

7.1 SwissKnowledge disclaims any responsibility for the content, data and/or information provided by users of the SKN Websites, as well as for content on linked external websites or any data exchange with third parties or third-party solutions. In particular, SwissKnowledge does not guarantee that this content is true, fulfils a specific purpose or can serve such a purpose.

7.2 Insofar as the user notices any use of the SKN Websites (including the use of pseudonyms or deceptive identities) that is in breach of the law or of the contract, the user may report this using the contact form available on the SKN Websites.

8. Customer service / Support

The customer may submit questions and explanations regarding its SKN services via the contact form available on the SKN websites.

9. Liability of SwissKnowledge

SwissKnowledge excludes all liability and claims for damages against SwissKnowledge (including its vicarious agents), regardless of the legal grounds, to the fullest extent permitted by law. This includes, for example, any claims arising from software errors (whereby recognised errors will be rectified as quickly as possible in each case), any content brought in from outside or also for content from linked pages.

The above restriction does not apply if damage has been caused intentionally or by gross negligence.

Claims for bodily injury and for property damage under the Product Liability Act remain unaffected.

10. Exemption

10.1 The user shall indemnify SwissKnowledge against all claims, including claims for damages, asserted by other users or other third parties against SwissKnowledge due to an infringement of their rights by the content posted by the user on the SKN websites. The user shall also exempt SwissKnowledge from all claims, including claims for damages, asserted by other users or other third parties against SwissKnowledge due to the infringement of their rights by the user's use of the services of the SKN websites. The user shall bear all reasonable costs incurred due to an infringement of third party rights, including the reasonable costs incurred for legal defence. All further rights and claims for damages of SwissKnowledge shall remain unaffected.

The aforementioned obligations of the User shall not apply to the extent that the User is not responsible for the infringement in question.

10.2 If the content of the user infringes the rights of third parties, the user shall, at SwissKnowledge's discretion and at the user's own expense, procure the right to use the content or render the content non-proprietary. If the rights of third parties are infringed by the user's use of the services of the SKN websites, the user shall immediately discontinue the use in breach of contract and/or the law upon SwissKnowledge's request.

11. Data Protection

SwissKnowledge is aware that it is extremely important to users that all personal and company-related data that users transmit to SKN be handled with particular sensitivity. SKN therefore complies with all relevant legal data protection requirements (Swiss Data Protection Act, European Data Protection Directives). Natural persons as well as legal bodies agree that no further data protection guidelines are required in addition to the consideration of the Swiss Data Protection Act and the European Data Protection Directives. In particular, SKN will not disclose the users' personal data to third parties without authorisation or otherwise bring it to the attention of third parties. Details on the processing of the users' data are regulated in the data protection provisions of SKN, which can be accessed from the SKN websites.

12. Final Clauses

12.1 The contract is based on those GTC which are valid at the time of the conclusion of the contract. There are no ancillary agreements.

12.2 SwissKnowledge reserves the right to amend these GTC at any time without stating reasons. SKN shall notify the user of changes to the GTC by e-mail or in another manner (online). The currently valid GTC can be viewed at www.SwissKnowledge.ch.

12.3 Unless otherwise agreed, the user may submit all declarations to SKN using the contact form available on the SKN websites. SKN may send declarations to the user by e-mail, which the user has specified as the current contact data in his user account.

12.4 Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining clauses. The contracting parties undertake to replace an invalid provision with a valid provision whose content comes as close as possible to the economically intended meaning and purpose of the invalid term. This shall apply mutatis mutandis in the event of loopholes in the contract.

- 12.5 The place of fulfilment shall be the registered office of SwissKnowledge.
12.6 The place of jurisdiction shall be the registered office of SwissKnowledge.
SwissKnowledge may also bring an action against the user at another place of jurisdiction.
12.7 Swiss law shall apply to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods.

These terms are translated; it is the German text which shall apply for legal purposes.

Versions

Date	Version	Comment
01.01.2022	2022/1	Specify collaboration, data exchange with third parties
15.07.2011	2011/1	new

Version 2022/1, 01.01.2022