

ACAR Learning Technologies GMBH
Althardstrasse 10
CH 8105 Regensdorf
Switzerland

Phone: + 41 8703941
Mobile +41 792180659

info@acar.ch

www.acar.ch

General Terms and Conditions (GTC)

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Section 1 - Scope

- (1) ACAR Learning Technologies GmbH (hereinafter referred to as "ACAR") provides all deliveries and services exclusively on the basis of these GTC.
- (2) The Terms and Conditions of ACAR apply exclusively. ACAR only accepts terms and conditions of the customer that deviate from these general or partial terms and conditions if this has been expressly agreed in writing. The General Terms and Conditions of ACAR shall also apply only if ACAR provides deliveries and services without reservation in the knowledge of the conflicting conditions of the customer.
- (3) These General Terms and Conditions also apply to future transactions of the parties in so far as they are legal transactions of a related nature.
- (4) ACAR is entitled at any time to amend or supplement these General Terms and Conditions with a notice period of 3 weeks prior to the date of the scheduled effective date. If the customer does not object to the amended terms and conditions within two weeks of receipt of the change notification, but at the latest by the time the changes are to come into force, these will take effect in accordance with the announcements.

Section 2 - Contract conclusion/-term/-termination

- (1) The contract with the customer is concluded by the acceptance of the customer's order by ACAR. Acceptance of the order will be confirmed to the customer in writing or by e-mail. The customer is not entitled to enter into an agreement.

ACAR is entitled to entrust other companies with the execution of orders or parts of orders. The selection of suitable subcontractors is at ACAR's discretion, unless the customer has expressly reserved a right of participation in writing. In such cases, ACAR remains the creditor of the compensation claim.

- (2) Individual service offers of ACAR are made on the basis of the customer's information about his computer system used at the time of conclusion of the contract, about changes to this system intended by the customer, as well as intended hardware and software enhancements and/or the technical aspects. The customer bears the risk that the services offered on this basis meet his wishes and needs. If the customer wishes to agree binding specifications, this requires an express written agreement with ACAR.
- (3) Unless another date has been agreed, the contract begins at the earliest on the date of conclusion of the contract and ends with the complete provision of all contractual services.
- (4) Insofar as there are no separate written agreements for periodic work, the following shall be deemed to be customary in the trade:

Regular recurring work for which no notice period and no deadline has been agreed can only be terminated with a period of three months at the end of the quarter. If the average invoice amount is less than EUR 500 per month, the notice period shall be reduced to one month at the end of the month.
- (5) Insofar as withdrawal or termination is permitted by law or under the contract, they must be in writing.

Section 3 - Delivery and performance obligations

- (1) ACAR provides the deliveries and services due under the contract within the contractually agreed time limits. Delivery dates are only valid if they have been expressly confirmed by ACAR in writing or by e-mail.

Delivery periods shall be extended by the period during which ACAR is prevented from delivering the delivery or performance on time due to unforeseen circumstances and obstacles, in particular force majeure, government measures, governmental intervention or industrial disputes for which it is not responsible. The same applies to the period during which ACAR waits for the fulfilment of the customer's obligations to cooperate, which is necessary for the delivery or service.
- (2) ACAR is not responsible for the absence or interruption of the agreed deliveries and services (disruptions) caused by the improper use or treatment of the delivery or service by the customer or third parties whose actions are attributable to the customer, or for the customer to use its own hardware or software or other material in connection with ACAR's deliveries and services, which is not expressly permitted by ACAR and

caused by the fault or the customer does not participate to the extent necessary in the analysis or elimination of the fault by ACAR.

The customer accepts that ACAR is not to be accountable for disruptions to deliveries and services caused by disruption to traffic on the Internet, in particular Microsoft Office 365 Cloud Services.

Customer accepts that ACAR will not be inarising out of any disruptions that May interfere with changes made by the cloud provider, in particular Microsoft Office 365, as part of updates, functional limitations and the like that affect ACAR's solutions.

- (3) Without an express written agreement, ACAR is not obligated to install delivered programs. The compatibility of delivered programs with the software and hardware of the customer is only due with an express written agreement. Even if the installation as such is provided by ACAR, ACAR is not obliged to adapt existing programs to the supplied software at the customer. ACAR is not responsible for the customer's data, in particular the proper functioning of the website within the provider's server and system environment. This also applies if the programs already available from the customer have been obtained from ACAR. Other accompanying services of ACAR, including the introduction of the user and the like, are only the content of the contract if this has been expressly agreed in writing.
- (4) The risk of accidental loss and accidental deterioration of products and/or work results shall pass to the customer at the latest upon delivery. If the dispatch of products and/or work results has been agreed, the risk of accidental loss or accidental deterioration shall pass to the customer upon handing over the delivery items to the transport company or the person otherwise designated to carry out the use. The provisions on the transfer of risk also apply to partial deliveries, and if a freight-free delivery has been agreed.

Section 4 - Customer's obligations to cooperate

- (1) The customer is obligated to provide ACAR with the essential information, data, system information, product information and templates for confidential treatment within the agreed time limits and to carry out the necessary examination and approval of the commissioned concepts and other labour products in accordance with Section 2. All documents provided are and remain the property of the customer.

Insofar as the customer provides material within the meaning of paragraph 1, he assures that he is entitled to release and use it. For the processing of the order by ACAR, however, to a violation of the law by third parties using the provided material, the customer is solely liable to the third party. If ACAR is claimed for such a violation of the law, the customer is obliged to infringe ACAR from all claims upon request or to reimburse costs already incurred.

- (2) If the customer does not fulfil his obligations to cooperate even after ACAR has set a reasonable period of time, ACAR shall, at its option, be entitled to temporarily discontinue the services in whole or in part until the necessary act of participation has been effected or to withdraw from the contract. If a permanent liability relationship is the subject of the contract, a right to terminate without notice shall replace the right of withdrawal. As compensation, ACAR may, depending on the nature of the price agreement, claim either a share of the flat-rate price corresponding to the stage of order processing or the expenses incurred so far plus the loss of profit.

Section 5 - Prices and Terms of Payment

- (1) The fee for ACAR's services is determined in the offer or in the order. The prices for the above-mentioned services shall apply to the usual scope and subject to the condition that the order data used in the offer remain unchanged. Circumstances occurring after conclusion of the contract, which have a material effect on the basis of calculation in an unforeseeable manner and which are beyond ACAR's control, entitle ACAR to adjust the agreed price to an amount exclusively in accordance with these circumstances. This applies in particular to price increases as a result of legislative changes, official measures, wage increases or material price increases in the processing subcontracting companies.
- (2) Invoices are generally due within **14 days from** the invoice date without deduction for payment by bank transfer to one of ACAR's accounts. In principle, the current remuneration is due for payment in the same way at the contractually agreed regular payment dates. Discounts are granted only on the basis of an express written agreement.
- (3) Under no circumstances will ACAR work free of charge, even if the designs or advice are not used by the customer. If no fee has been agreed, the services will be calculated according to the currently valid price list of ACAR.
- (4) If the order is not carried out due to culpable conduct of the customer, 15% of the loss of profit can be calculated, unless the customer proves a lower loss of damage. In addition, ACAR remains free to prove higher damage. In any case, services already rendered must be remunerated in accordance with the contract. Otherwise, the effort will be calculated according to the valid price list. If third-party offers are obtained from third parties during the course of production processing, but the order is otherwise awarded by the customer, the services of the quotation collection will be invoiced according to effort.
- (5) Additional expenses, which were not recognizable when the offer was made, will be calculated at the applicable hourly rate. Additional expenses resulting from subsequent order volume at the customer's instigation will be charged to the customer separately according to ACAR's valid price list.
- (6) The prices do not include sales or VAT and are net prices, unless explicitly stated that these are inclusive prices. ACAR's prices are valid from their registered office in Switzerland. They do not include packaging, freight, postage, insurance and other shipping costs in the event that shipment is necessary or agreed.

Section 6 – Copyrights, Rights of Use, Subscription Rights, Retention of Title

- (1) In principle, all services provided by ACAR as intellectual creations are subject to copyright. These are in particular scripts, drafts, layouts, programs, as well as the source code. ACAR grants the customer - unless otherwise expressly agreed - the exclusive right of use, limited in time, space and content, to the delivered deliveries and services for the duration and scope of the contract.

With regard to software created for the customer, ACAR grants it rights of use only to the extent that ACAR itself has obtained rights of use of the software from third parties, unless ACAR is the sole creator of the software. In the case of self-created software, ACAR will provide the customer with the necessary user documentation. The source code of the software used is expressly not covered by the granting of rights, this is not published. The customer is not entitled to use the suggestions submitted at the offer and/or presentation stage, regardless of whether they are protected by copyright or not. This also applies to use in modified form or by third parties. Further use of the deliveries and services, in particular their processing and modification and the issue of sub-licenses, is not permitted. The transfer of the rights of use as well as the making or reproduction of the deliveries and services of ACAR to third parties requires the express written consent of ACAR.

- (2) If ACAR uses third parties to carry out the order or to fulfil the contract, it will acquire its copyright rights for the customer to the extent necessary and transfer it to the customer to the same extent.
- (3) The granting of the rights of use in accordance with paragraph 1 will only take place with full payment of the agreed remuneration. Ownership of the delivered goods is also reserved until full payment.
- (4) Originals that had to be made to create the final product, in particular illustrations, layouts, graphics, photos, etc., remain the property of ACAR. Only the rights of use are granted in accordance with paragraphs. 1 to 3 to the customer.
- (5) ACAR stands for the fact that the exercise of the rights granted to the customer in accordance with the contract for the use of deliveries and services by ACAR do not infringe any rights of third parties. If third parties assert claims against the customer that are a violation of a third party's intellectual property right by the contractual use of the deliveries and services provided to the customer by ACAR, the customer will immediately notify ACAR in writing. ACAR is obligated and entitled, at its option, to defend the customer against the claims of the third parties at its own expense or to eliminate the allegation of infringement by changing the service or by any other means in order to avert a dispute.

Section 7 - Warranty

- (1) ACAR shall be liable for the proper performance of the services to be provided by a group of its members. ACAR points out that, at the current state of technical development, temporary and insignificant errors in software programs cannot be completely ruled out.
- (2) ACAR is not liable for the accuracy of all text information, photos and illustrations provided to ACAR and their use.
- (3) In any case, the customer must check the contractuality of the delivered services immediately after receipt.
- (4) Complaints by the customer must be made within one week after receipt of the goods and in writing. Hidden defects that cannot be found after the immediate investigation can only be asserted against ACAR within one year of receipt of the goods.

If none of the Contracting Parties requires a formal acceptance or if the acceptance date requested by the party due to a circumstance, the customer has the contractual performance of ACAR with use by the customer shall be deemed to have been accepted.

- (5) In the event of justified complaints, the customer may demand free repair and/or replacement delivery within a reasonable period of time. If the grace period has expired without success, the rectification and/or replacement delivery will fail, ACAR refuses to perform the supplementary performance, or if the subsequent performance is unreasonable for one of the parties, the customer has the right to demand a reduction in the purchase price, to withdraw from the contract, to claim damages for non-performance or reimbursement of his futile expenses in accordance with Section 8. A rectification shall be deemed to have failed after the unsuccessful second attempt, unless otherwise the nature of the item or the defect or the other circumstances in particular.
- (6) All warranty rights shall be waived if the customer intervenes in or modifies ACAR's services and deliveries, regardless of the extent to which such modifications take place or have taken place.
- (7) The aforementioned claims for defects shall become time-barred within one year of delivery of the product to the customer or from acceptance.

Section 8 - Liability

- (1) ACAR is liable without limitation if the cause of the damage is based on intent or gross negligence.
- (2) ACAR shall be liable for damages resulting from the breach of essential contractual obligations (cardinal obligations) if ACAR, its legal representatives or vicarious agents have violated this cardinal obligation in a manner that endangers the purpose of the contract. In this case, liability

is limited to the amount that was reasonably foreseeable for ACAR at the time of conclusion of the contract (compensation for foreseeable damage typical of the contract). ACAR is not liable for the slightly negligent breach of other obligations.

- (3) Liability for damages is limited to the amount of the individual contractually agreed remuneration.
- (4) The limitations of liability do not apply in the case of injury to life, body and health, for a defect after taking over a guarantee for the quality of the product and in the case of fraudulently concealed defects. Liability under the Product Liability Act remains unaffected. The assumption of a guarantee by ACAR requires express and written confirmation.
- (5) In no event shall ACAR be liable for the factual statements contained in the advertising measures about the customer's products and services. ACAR is also not liable for the patent, copyright and trademark protection or retention capacity of the ideas, suggestions, suggestions, concepts, drafts, etc. supplied within the framework of the contract.
- (6) ACAR shall not be liable for damages of any kind caused by circumvention of recognised protective devices by means of "hacking" on the server used by the customer. ACAR and the customer are informed on both sides that a binding assurance of the safety of these protective devices is not possible due to the manifold possibilities of influence of unauthorized third parties in and over the Internet.

Section 9 - Confidentiality

Unless further confidentiality obligations have been agreed upon in individual contractual terms, both parties are obliged to maintain the confidentiality of all information on the business operations of the other, in particular internal affairs, trade secrets and customers, which are to be regarded as requiring confidentiality when a reasonable commercial standard is applied. Insofar as they use third parties to perform the tasks, the parties must ensure that the third parties undertake to maintain confidentiality with equal care. The obligation of confidentiality also persists beyond the duration of the business relationship for a further [max. 5] years.

§ 10 – Konkurrenzausschluss

ACAR undertakes to inform the customer of any competition and, upon request, grants a competition exclusion for products or services to be specified in detail. By granting the exclusion of competition, the customer undertakes not to entrust any competing companies of ACAR with delivery and service in the area of the object of the contract for the duration of the contract.

Section 11 - Assignment/Set-off/right of retention

- (1) The customer can only assign claims against ACAR to third parties with the written consent of ACAR and transfer the legal status from contracts concluded with ACAR to third parties only with

the written consent of ACAR.

- (2) The customer may only offset against claims of ACAR with undisputed or legally established claims.
- (3) If the customer is in default with payment from a single contract concluded with ACAR, ACAR may refuse to perform due deliveries or services within the scope of the other business relationship with the customer until the delay has been rectified.

ACAR is entitled to a right of retention on all templates, photos, manuscripts and other objects supplied by the client until all claims arising from the business relationship have been fully fulfilled.

Section 13 - Data Protection

The customer's data, which has been voluntarily handed over in advance, will be collected, processed and stored for the purpose of the execution of the contract. ACAR is entitled to process and use the customer data insofar as this is necessary for the execution of the order.

- (1) ACAR expressly reminds the customer that data protection for data transmissions in open networks such as the Internet cannot be fully guaranteed according to the current state of the art. The customer knows that the provider can view the customer's page offer stored on the web server and other data stored there at any time from a technical point of view. Other Internet subscribers may be technically able to interfere with network security and control message traffic without authorisation. The customer takes full care of the security of the data he transmits to the Internet and stored on web servers.

Section 14 - Final Provisions

- (1) Any amendments, additions, ancillary agreements or the partial or total cancellation of the contract must be made in writing, as well as the amendments or cancellation of the written form requirement.
- (2) The law of Switzerland applies exclusively to the contracts concluded by ACAR on the basis of these GtC and to the claims arising from them of any kind.
- (3) The exclusive place of jurisdiction for all disputes arising from this contract is if the customer is a merchant, a legal entity under public law or a special fund under public law or if the customer has no place of jurisdiction in Switzerland.
- (4) Should provisions of these General Terms and Conditions and/or the Contract not be or become ineffective or unenforceable in whole or in part, this shall not affect the validity or feasibility of the remaining provisions. On the contrary, instead of any invalid provision, a replacement provision corresponding to or at least close to the purpose of the agreement shall apply, as the parties would have agreed to achieve the same economic result if they had known the invalidity of the provision. The same applies to incompleteness.

Acar Learning Technologies Ltd.

Regensdorf, Switzerland

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