

SPECIAL TERMS OF USE ISS AG

1. **Restriction of use**

The provided consulting products are for internal personal use only. The purchase of a consulting product authorises one natural person to consume the provided image and video material, which must not be made available to more than three people.

Any distribution, resale, rental, lending or other form of marketing of the provided consulting material, namely text, image and video material, as well as checklists, templates and other documents made available for download is prohibited.

2. **Loan period**

The loan period for image and video material of consulting products is 90 days from receipt of payment. Any further use of the image and video material after this period has expired is prohibited. Documents explicitly made available for download are excluded from this restriction.

3. **Utilisation of consulting hours**

Consulting hours must be utilised within 90 days of receipt of payment. After this period, the eligibility to use the consulting hours expires.

4. **Contractual penalty**

In the event of non-compliance with the restrictions of use and loan period, ISS AG may demand a one-off contractual penalty of CHF 50,000, irrespective of fault and actual damage.

If ISS AG can prove that the customer is at fault, ISS AG may also claim additional compensation, if the damage exceeds the contractual penalty.

5. **Exclusion of liability**

ISS AG consulting products are recognised for their high quality. However, they solely constitute advice and do not imply any form of guarantee. Any action taken by the purchaser or user on the basis of the information provided is done exclusively in their own capacity, at their own expense and at their own risk. ISS AG accepts no liability for damages incurred by the customer.

6. **Applicable law and place of jurisdiction**

This agreement shall be governed exclusively by Swiss law with the exclusion of the United Nations convention on Contracts for the International Sale of Goods. Exclusive place of jurisdiction is Biel/BE.