

IFJ BusinessPlan Tool – General Terms & Conditions

As at 14 June 2016

These General Terms & Conditions (hereinafter 'GTCs') govern the relationship between the user of the IFJ BusinessPlan Tool (hereinafter 'User') and the IFJ Institut für Jungunternehmen AG, 9000 St. Gallen (hereinafter 'IFJ'). The IFJ offers its service to the User exclusively on the basis of these GTCs. Anyone who does not accept them is not permitted to use the IFJ BusinessPlan Tool.

The IFJ makes its proprietary software 'IFJ BusinessPlan Tool' available against payment of compensation in accordance with the following conditions. Swisscom hosts the software in Switzerland and is responsible to the User for smooth access to the BusinessPlan Tool via the internet. The IFJ guarantees technical support through a fee-paying hotline. The hotline cannot answer questions about the content of business plans.

1. Registration

The IFJ is available through the website www.businessplan.ch. On registration, the User is obliged to enter true, correct, current and complete personal data. Only users with full legal capacity or those acting with the approval of their legal representatives have right of use. With registration, the User confirms that they have read and understood the GTCs and accepts them without reservation.

2. Usage fee/Duration of usage rights/Deletion and suspension of User account

Use of the BusinessPlan Tool requires payment. The scope and cost of use of the IFJ BusinessPlan Tool comply with information published on the website. Payment is to be made in advance through the payment channels communicated by the IFJ for the relevant usage duration.

The usage right lapses automatically on expiry of the agreed duration. The IFJ also reserves the right to discontinue or modify operation of the IFJ BusinessPlan Tool or its individual modules and currently applicable offers at any time without notice. The User's usage right will end automatically to the same extent.

The IFJ has the right to restrict, suspend or delete the User's account in the event of violation of these GTCs, and cease its agreement with the User without notice.

In the event that the User's account is deleted, the User can regain access to the IFJ BusinessPlan Tool only with the written consent of the IFJ. A user may not assist a user whose user account has been deleted or suspended to gain access to the IFJ BusinessPlan Tool through their own user account or through other accounts they may have established.

In the event of termination of the contract relationship, the User loses usage rights. For each termination of usage rights, the IFJ has the right to delete all data entered by the User, including the User account.

In the event of a premature termination of the contract or a temporary or permanent restriction of usage, no right exists to reimbursement of amounts already paid, regardless of the reasons that led to the termination or restriction.

3. Scope of software use and usage rights

The IFJ grants the User the personal, non-exclusive, non-transferable and temporary right to use the IFJ BusinessPlan Tool within the scope of the usage agreement and according to the provisions of these GTCs. The User does not purchase the IFJ BusinessPlan Tool, but instead merely has the right to use it for the agreed time through the internet. The rights of the User are restricted to use of the IFJ BusinessPlan Tool for the creation of business plans. The IFJ reserves all other rights. **The IFJ BusinessPlan Tool can be used only for legal purposes. The IFJ does not tolerate misuse of software, either through criminal offences, copyright infringement, viruses or other malicious software, spam or other illegal acts.**

The User is obliged to comply with all technical restrictions of the IFJ BusinessPlan Tool that restrict the User to certain uses. In particular, the User is not permitted to:

- circumvent technical restrictions of the software
- reverse engineer, decompile or disassemble the software
- make the software available for others to copy
- rent, lease or lend the software
- transfer rights to the software or this contract to a third party
- use the software for commercial hosting services

The IFJ retains the right to display advertising or carry out other promotional measures in the context of publicly accessible content and its use. The User expressly consents to this provision.

4. Third-party products/GTCs of third parties

The IFJ BusinessPlan Tool contains software or other technologies licensed from third parties. If the terms of use of this software or technology require it, they form an integral part of these GTCs. This applies particularly but is not restricted to the GTCs of Comitas AG and Swisscom (Switzerland) AG.

5. The User's obligations and responsibilities

The User is obliged to keep the data in their User account current at all times. The User will be informed of any contractual declarations (e.g. suspension, deletion) by email. The User is obliged to choose a secure password and to store their login data, user name and password carefully and to ensure that no-one can gain access to this data. The User is personally responsible for any activity that takes place under their user name, including that carried out by unauthorised third parties. The User undertakes to contact the IFJ immediately on suspicion of misuse of this data.

The User undertakes to refrain from any action that could impair the functioning of the IFJ BusinessPlan Tools (e.g. through software or other scripts).

The User confirms that they accept sole and unlimited responsibility for all data that they or other users acting under their mandate store or distribute while using the IFJ BusinessPlan Tool. The IFJ does not claim ownership of the data stored by the User or other users in their mandate and takes no responsibility for such data.

The User agrees in particular that they:

- will not use the IFJ BusinessPlan Tool with software that is not offered or authorised by IFJ
- will not use the IFJ BusinessPlan Tool to store, distribute, alter, damage, delete data or process it in any other way without permission
- will not store or distribute data with racist, pornographic, violent or other unlawful content on the IFJ BusinessPlan Tool
- will not use the IFJ BusinessPlan Tool module to distribute any data the reproduction of which represents an infringement of the copyright, personal rights or other rights of third parties The User assures the IFJ that they are in possession of all necessary rights to the data or content that they use on the IFJ BusinessPlan Tool
- bear sole responsibility for making their business plan or individual parts thereof available to third parties
- will not gather, store or distribute personal data of persons without their consent
- will not impersonate another person in the IFJ BusinessPlan Tool
- will not undertake any action that could impair the operation of the IFJ BusinessPlan Tool, in particular storage or distribution of data on the IFJ BusinessPlan Tool that contains software, applications, programs or viruses or other data that could impair or damage the functioning of hardware or software of the IFJ BusinessPlan Tool or of other users

- will not store unlawful advertising on the IFJ BusinessPlan Tool or distribute bulk mailings

The IFJ does not monitor data stored by the User or other users in the IFJ BusinessPlan Tool or distributed through the IFJ BusinessPlan Tool, and assumes no responsibility for the accuracy, appropriateness and quality of data.

6. Abuse

Should there be substantiated indications that another user or a third party has violated these GTCs or statutory provisions – for example, against copyright or other protected rights – the User is obliged to inform the IFJ through an abuse report with complete and correct details.

Should the IFJ become aware of abuse, the IFJ can at its own discretion:

- inform the User and owner of the data
- request a statement from the User
- suspend involved users
- dissolve the contractual relationship with involved users without warning
- inform affected users and third parties and/or the relevant authorities
- take any other appropriate measure to eradicate the abuse
- demand compensation

7. Data protection

The IFJ treats all user data provided under its business relationship in accordance with the relevant regulations, particularly telecommunications and data protection legislation.

The User notes that the IFJ processes user data mechanically. In so far as the IFJ avails itself of third parties for the fulfilment of the contract, the IFJ is entitled to disclose this user data to third parties in accordance with data protection laws. Disclosure can also occur on the grounds of legal or regulatory obligation of disclosure or surrender.

8. Guarantee/availability of the IFJ BusinessPlan Tool

The IFJ BusinessPlan Tool is made available to the User 'as seen'. The User uses the IFJ BusinessPlan Tool at their own risk. The IFJ assumes no warranty or guarantee for the secure, complete and error-free operation of the IFJ BusinessPlan Tool or its components. The IFJ cannot ensure that the IFJ BusinessPlan Tool will function at all times in any software combination, and assumes no guarantee for the uninterrupted, trouble-free functioning of the IFJ BusinessPlan Tool. The IFJ reserves the right to suspend, terminate or modify the operation of the IFJ BusinessPlan Tool at any time without notice. Interruptions, faults and malfunctions do not entitle the User to a price reduction or payment of damages.

The IFJ assumes no guarantee concerning the accuracy and reliability of the data in the IFJ BusinessPlan Tool, and offers no guarantee for the availability, security and integrity of data stored in the IFJ BusinessPlan Tool.

The User is not entitled to free support or to carry out program extensions or amendments. A claim does not arise if these undertakings become necessary due to legislative changes.

The IFJ BusinessPlan Tool may contain reference (e.g. links) to other websites and services. The IFJ assumes no guarantee for the currency, accuracy, completeness or quality of the information provided there, and hereby expressly distances itself from all content on these sites. This declaration applies to all links to external sites contained in the IFJ BusinessPlan Tool and all content on the sites to which those links lead.

The hosting partner Swisscom secures the User's data daily. In the event of a system failure the data may therefore be lost for a given day. In the event of damage, systems are generally restored within five business days. The IFJ assumes no responsibility for longer outages or a longer recovery period. The User is solely responsible for any possible damage to their computer system or other technical devices employed in use of the IFJ BusinessPlan Tool, for the loss of data or other damage and also for damage to third parties that may occur in connection with the download, installation or use of the IFJ BusinessPlan Tool.

9. Liability and limits of liability

Any liability toward the User on the part of IFJ and its auxiliaries in connection with damage incurred during use of the IFJ BusinessPlan Tool (including consequential damages, damages for loss of profits, indirect and incidental damages, loss of data, etc.) is excluded to the extent permitted by law. The IFJ and its auxiliaries assume no liability for the accuracy of the software or its uninterrupted functioning.

To the extent that the IFJ's liability is excluded, this also applies to auxiliaries, particularly companies associated with IFJ, as well as its employees and other agents.

The User is liable to the IFJ for any damage that may be caused through their user account. Should the IFJ or its auxiliaries be held accountable by third parties in criminal, civil or administrative law due to the misconduct of the User (for example, in connection with data or content that has been saved or distributed unlawfully or in violation of contract while using the IFJ BusinessPlan Tool), the User indemnifies the IFJ and/or the affected subject from all claims and assumes liability for the damage sustained (including court fees and attorneys' fees).

10. Intellectual property

The software IFJ BusinessPlan Tool is the property of the IFJ and is protected by copyright. All rights, title and usage rights to existing intellectual property or that which arises on fulfilment of the contract in relation to services and products of the IFJ remain with the IFJ or authorised third parties subject to these GTCs.

The User acknowledges that all rights to the IFJ BusinessPlan Tool and its identification, including trademarks, patents, copyrights or licensing rights or comparable legal entitlements, are held exclusively by the IFJ or authorised third parties, and they will not use them or remove evidence of ownership without prior express written permission from IFJ. In particular, the User may not use the trademarks IFJ BusinessPlan Tool or IFJ. The IFJ may pursue infringements under civil and criminal law.

11. General provisions

The IFJ reserves the right to change these GTCs at any time without stating the grounds. The IFJ is not obliged to inform the User of changes to the GTCs. The current version of these GTCs can be found at https://tool.businessplan.ch/Content/files/agb_de.pdf.

Should the User not accept an identified change, they have the right to cancel the contract without notice. Amounts already paid will not be reimbursed.

The IFJ may transfer all rights and obligations or individual rights under this agreement to another company without further notice, but is obliged to inform affected users of this step. The User may not transfer the rights and obligations arising from this contract to third parties.

These GTCs constitute the entire agreement between the User and the IFJ and replace all previous agreements under this title. No verbal ancillary agreements exist.

If one of the provisions of this contract is or becomes invalid or impracticable or should there be a gap in the contract, the legal validity of the other provisions remains unaffected. Instead of the ineffective provision, an effective provision that corresponds as far as possible with the commercial sense desired by the parties and satisfies the hypothetical intention of the parties will apply; the same applies in the event of a gap.

The original German language version of these GTCs is binding. These GTCs and the legal relationship between the IFJ and the User are subject to Swiss law.

The exclusive place of jurisdiction for all types of proceedings is St. Gallen.