

General Terms and Conditions of proaktiv / HR-aktiv

(All statements apply to the 3 survey tools – HR-aktiv, HR-aktiv Compass and HR-aktiv Teamarbeit)

1 Scope

(1) These General Terms and Conditions (GTC) govern the rights and obligations of users of the "www.hr-aktiv.com" website, and in particular of the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website. They are the only terms and conditions applicable and are binding both on HR-aktiv and the client.

(2) Any deviations from these GTC must be agreed in writing.

(3) Any deviating general terms and conditions of the client will not apply unless HR-aktiv has explicitly consented to them in writing.

2 Scope of services

(4) HR-aktiv offers the following services on the "proaktiv.ch" / "www.hr-aktiv.com" website:

- General information on HR management;
- Various survey tools.

3 Requirements for using the services, registration

3.1 Requirements for using the services

(5) Users of the "proaktiv.ch" / "www.hr-aktiv.com" website who merely wish to read the general information on HR management do not need to register. This information is openly accessible to everyone, i.e. even non-registered clients, free of charge.

(6) The survey tools on the "www.hr-aktiv.com" website can be accessed only if the user in question is registered as a client and has a user account. The price of the content is determined in accordance with paragraph (24) et seq. of these General Terms and Conditions.

3.2 Registration and user account-opening

(7) Registration and the opening of a user account, both of which are set out in paragraph (6) as requirements for using the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website, are done using the tool provided for this purpose on the respective website.

(8) Only natural persons or legal entities with legal capacity may register. In the case of legal entities, registration must be done by a director or officer or by some other person entered in the commercial register as authorized to represent the entity in question.

(9) The data requested on registration must be provided correctly and in full. The following information in particular is mandatory:

- Forename and surname or company name;
- Date of birth;
- Address (no P.O. Box);

- Phone number;
- Valid email address;
- For legal entities: details of an authorized representative or general manager with overall responsibility for the survey.

(10) By completing registration, users generally enter into an agreement on use of the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website. The General Terms and Conditions form an integral part of that agreement. No entitlement exists to registration, the opening of a user account or use of the services offered via the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website. Proaktiv is free at any time to turn down registration, terminate a user agreement and delete or block a user account (see in particular paragraphs (21) to (22) of these General Terms and Conditions below) or to limit a registered user's access to the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website.

(11) Once registration has been completed and accepted by HR-aktiv, the latter will provide the client with a password and activation code. These give the client access to the services available via the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website.

3.3 Non-transferability of user accounts

(12) User accounts are non-transferable.

4 Registered clients, user accounts

4.1 Rights of registered clients

(13) Registered clients have the right to make use of the services available via the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website, namely the survey comparing employees in the client's company to those of other companies.

4.2 Obligations of registered clients, conditions for users of services provided by HR-aktiv

(14) Registered clients undertake to comply with the law, the General Terms and Conditions and any further conditions of use of the respective platforms and/or content when using the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website and when using the "proaktiv.ch" website in any other way. In addition, clients are responsible for ensuring that their employees and other third parties directed by them to use the HR-aktiv websites also comply with this provision.

(15) Registered clients must keep their password and activation code secret and carefully secure access to their user account. They undertake to inform HR-aktiv immediately of any indications of misuse of their user account by a third party.

(16) If a client or third party enters data, provides information or publishes content on the "proaktiv.ch" / "www.hr-aktiv.com" website that does not comply with these General Terms and Conditions, HR-aktiv is entitled to delete the data, information or content in question without further notice.

(17) Clients and third parties must not use the results and evaluations of the surveys or the other content provided by HR-aktiv on the "proaktiv.ch" /

"www.hr-aktiv.com" website for any purposes other than measuring employee satisfaction / leadership quality. In particular, the results, evaluations and content must not be disclosed to third parties and must not be used for advertising purposes.

(18) The use of mechanisms, software or other scripts that could interfere with the proper functioning of the website is prohibited. Furthermore, users must refrain from any action that could result in the proaktiv infrastructure becoming seriously overloaded. Lastly, clients are prohibited from blocking, overwriting or modifying content generated by proaktiv and from interfering with the proaktiv websites in any other way.

4.3 Forbidden content

(19) Registered clients must not publish any content on the "proaktiv.ch" / "www.hr-aktiv.com" website that breaches the law, third party rights, public morality or the terms and conditions governing use of the "proaktiv.ch" / "www.hr-aktiv.com" website. In addition, content must not be misleading or dishonest. The following are especially prohibited:

- breaking the law, inciting others to break the law or referring or linking to content that does so;
- entering data, providing information or publishing content that is untrue, misleading or deceptive, calling for the publication of such content, referring or linking to such content;
- entering data, providing information or publishing content that is immoral, pornographic, discriminatory, defamatory, unsuitable for young people or glorifies violence, calling for the publication of such content, referring or linking to such content;
- entering data containing personal information (name, address, phone number, occupation, email address etc.) about a person without their consent, using or publishing such information, violating a person's privacy in any other way, calling for such information to be published or referring or linking to articles or images that violate a person's privacy;
- infringing third-party intellectual property rights, especially third-party copyright and trademark rights, calling for such content to be published, or referring or linking to such content;
- breaching the General Terms and Conditions or other terms and conditions governing use of the "proaktiv.ch" / "www.hr-aktiv.com" website, inciting others to do so or referring or linking to content that breaches these conditions.

4.4 Termination, deletion of registration, blocking of user account

(20) A registered client may terminate the user agreement entered into on registration at any time by giving 10 days prior written notice by email to HR-aktiv (info@hr-aktiv.com). Termination will result in the registration being deleted and the user account closed.

(21) HR-aktiv may terminate the user agreement entered into on registration at any time by giving 10 days prior notice. Termination will result in the registration being deleted and the user account closed.

(22) HR-aktiv may delete a client's registration and block their user account with immediate effect for good cause. Good cause includes a user breaching the law, public morality or these General Terms and Conditions. A user's

registration may be deleted immediately and the user account blocked with immediate effect especially in the following cases:

- If incorrect information was provided on registration (false or incorrect name or company name, date of birth, postal address, etc.);
- If the user account is transferred;
- If forbidden content is published (see paragraph 4.3)
- If the client is in arrears with payment of the price for using the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website (see paragraphs (26) to (28) of these General Terms and Conditions);
- If the client objects to any change to the General Terms and Conditions (see paragraph (41) of these General Terms and Conditions).

(23) If a user agreement is terminated by either the client or HR-aktiv (see paragraphs (20) and (21) of the General Terms and Conditions), the evaluation of the survey will be performed on the basis of the data entered and information provided up to the date on which the user agreement ends. In the event of immediate deletion or blocking of the user account (see paragraph (22) of the General Terms and Conditions), HR-aktiv will no longer be obliged to provide any services from that point on. In particular, clients will not be entitled to have the survey evaluated and the survey results made available. However, clients remain liable for payment of the price determined in accordance with paragraph (24) of the General Terms and Conditions.

5 Price, payment, arrears

5.1 Price

(24) HR-aktiv charges the client (business, company, etc.) for the use of the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website in accordance with the price list.

If a customer actively makes use of services provided by HR-aktiv (e.g. special advice) that go beyond the standard content of the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website, these services will be billed separately and are not subject to these General Terms and Conditions.

5.2 Due date and arrears

(25) The price in accordance with paragraph (24) is due for payment within 30 days of receipt of the invoice. HR-aktiv and the client may agree different payment deadlines; such agreement must be made in writing. Invoices are issued at the end of each calendar month / beginning of the following month.

(26) If clients fail to pay their bills by the due date at the latest, HR-aktiv will send a reminder. Clients are deemed to be in arrears from the date of receipt of the reminder. If a payment deadline has been agreed, clients are deemed to be in arrears on expiry of this deadline without a reminder being issued.

(27) HR-aktiv has the right to charge a **reminder fee of CHF 10.00** for each reminder it sends.

(28) Clients in arrears must pay 5% default interest. HR-aktiv also has the right to demand compensation.

5.3 No offsetting

(29) Clients do not have the right to offset the price in accordance with paragraph (24) with any claims they may have against HR-aktiv unless HR-aktiv has agreed to this in writing.

6 Liability of HR-aktiv, limitation of liability

(30) HR-aktiv merely makes the "proaktiv.ch" / "www.hr-aktiv.com" website available. It disclaims any liability, responsibility or warranty for third-party content published on the website. HR-aktiv is not liable for damage or losses to clients or third parties arising from the behaviour of other clients or third parties. In particular, it shall not be held liable if the survey results, evaluations and comparisons between the various companies are falsified by incorrect information being provided or incorrect or incomplete data being entered by clients or third parties.

(31) HR-aktiv and its clients make every effort to keep the system up to date with the latest developments. These changes benefit everyone. These adjustments may affect the comparison with prior-year results. Clients have no right to compensation should comparisons no longer be possible in respect of prior-year data.

(32) In the event of loss or damage caused by any act or failure to act on the part of HR-aktiv, the injured party (whether the client or a third-party) will be entitled to compensation if it can show that the loss or damage is a direct result of wilful misconduct or gross negligence by HR-aktiv. Liability for consequential damages of any kind is excluded to the extent permitted by law. This applies to both indirect and direct damage and to loss of profits.

(33) The limitations of liability set out above also apply especially to claims of the client or third parties arising from damage to or deletion of data. Liability for data loss shall be excluded entirely if such loss could have been avoided by the third party or client taking reasonable measures to back up the data.

(34) HR-aktiv accepts no liability for any disruption or non-availability of the website, including the interruption or disruption of any or all of its individual functions. The availability of the "proaktiv.ch" / "www.hr-aktiv.com" website may be restricted or suspended due to maintenance work or for other reasons without this giving rise to any claims by clients against HR-aktiv.

(35) HR-aktiv gives top priority to data and program security, but cannot guarantee 100% security. HR-aktiv accepts no liability for outside interference by hackers or any other persons who manipulate the system or use it for something other than its original purpose.

7 Client liability, indemnification, recourse

(36) Registered clients are liable for all activities conducted through the use of their user account on the "proaktiv.ch" / "www.hr-aktiv.com" website.

(37) Should HR-aktiv incur a loss or damage as the result of clients breaching the law, public morality or these General Terms and Conditions or through any other act or omission on the part of clients, the client in question will be liable for damages unless they can show that they are not at fault. In the same manner, clients are liable if the loss or damage is caused by an employee of the

client, by a third party directed to act on behalf of the client or as a result of activities conducted via the client's user account.

(38) Should other clients or third parties lodge claims against HR-aktiv because their rights have been infringed by content published or data entered by a client on the "proaktiv.ch" / "www.hr-aktiv.com" website or because of that client's other use of the website or activities on the platforms of the aforementioned websites, the client in question will indemnify and hold HR-aktiv harmless against any and all claims. The client in question must also bear the costs of any court proceedings (court costs and legal fees).

In the same manner, the client must indemnify and hold HR-aktiv harmless if other clients or third parties lodge claims against HR-aktiv because their rights have been infringed by use of the "proaktiv.ch" / "www.hr-aktiv.com" website, the entering of data or publishing of content on either of these websites by an employee of the client or by a third party directed to act on behalf of the client or as a result of activities conducted via the client's user account.

(39) In the event that recourse is sought against HR-aktiv, the client further undertakes to immediately provide the latter with all information needed to assess and defend the claims.

8 Consent to the General Terms and Conditions

(40) By registering on the "proaktiv.ch" / "www.hr-aktiv.com" website, clients accept these General Terms and Conditions without reservation. Registered clients enter into an agreement with HR-aktiv on the basis of the General Terms and Conditions. Clients must confirm that they have read and understood the General Terms and Conditions, and that they consent to them.

(41) Registered clients reconfirm their consent to the General Terms and Conditions each time they log in to the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website.

(42) Consent to the GTCs gives HR-aktiv the right to draw up and publish a list of references featuring participating companies. The results for the 20 best companies may also be published in media releases.

9 Amendments to the General Terms and Conditions

(43) HR-aktiv reserves the right to amend these General Terms and Conditions at any time without stating its reasons. The amended General Terms and Conditions will be sent to registered clients no later than 14 days before they enter into force.

(44) The amended conditions are deemed to have been approved if registered clients do not object to the amended General Terms and Conditions within 10 days of receiving them by email. Should registered clients object to the new General Terms and Conditions within this 10-day deadline, they will no longer be authorized to use services provided via the "survey tool" on the "proaktiv.ch" / "www.hr-aktiv.com" website as of the date on which the amended conditions come into force. In this case, HR-aktiv has the right to

immediately delete the registration and user account of the objecting party in accordance with paragraph (22).

10 Applicable law and place of jurisdiction

(45) These General Terms and Conditions and the contractual relationship between the client and HR-aktiv are governed exclusively by substantive Swiss law.

(46) The sole place of jurisdiction for all claims arising out of or in connection with these General Terms and Conditions or use of the "proaktiv.ch" / "www.hr-aktiv.com" website is 9426 Lutzenberg (SG), Switzerland.