

# eBusiness Agreement

## Agreement on electronic data retrieval

Infinigate offers its contractual partners, if authorized, customer portals, an information system as an eBusiness tool within the scope of these Terms of Use, as well as the possibility to download data such as price information and price lists from Infinigate's homepage. These data contain dealer-specific and customer-specific information, therefore they can only be downloaded or viewed with a user name and password. Therefore only the respective contractual partner has access to the protected data. The contractual partner receives the user name and password or the possibility to define an own password from Infinigate.

The Contractual Partner acknowledges these Terms of Use and agrees to the use of the data provided by Infinigate. The service provided by Infinigate consists exclusively in the provision of data and information, which are copyrighted by Infinigate, for the use via the Internet by the Contractual Partner. Infinigate does not assume any warranty or liability for the data provided by Infinigate, be it for correctness of content, up-to-dateness, freedom from third party rights or the customer's right to use the data and information. Infinigate does not owe any verification and continuous provision of the data and information.

The access of the contractual partners is exclusively online after activation of the Partner by Infinigate and allocation of the access authorization with username and password.

The confidentiality of data transmitted electronically is subject to the same principles as those applicable to data transmitted by other means. Otherwise, the principles of proper data processing, data protection and data storage must be observed. The contractual partner declares absolute secrecy about the access data and will not make them available to anyone without authorisation. The contractual partner is responsible for keeping the access data confidential. Should an employee of the Contractual Partner, who knows these Access Data, leave the company or disclose them to an unauthorized person (e.g. a competitor), the Contractual Partner must immediately endeavour to block the old Access Data at Infinigate and request new Access Data there. The Contractual Partner shall be responsible for this. In some cases Infinigate may grant exclusively personalized access, e.g. for the online shop at [www.infinigate.ch](http://www.infinigate.ch). If such an access is granted, it is a user account which is created exclusively for personalised use, which means that the access is only for one person and may not be shared. The contractual partner must therefore ensure that his access data remains secure and not accessible to others. The Contractual Partner shall observe all intellectual property rights of Infinigate.

If an unauthorised person nevertheless obtains knowledge of the access data and can download data (e.g. a price list) without authorisation, the respective Contract Partner to whom these access data were issued shall be liable for any damage, loss, expenses etc. arising from this. Infinigate refers to the disclaimer in its General Terms and Conditions and hereby again excludes any liability for incorrect data, data loss, data destruction and transmission, delayed blocking of access data etc.

Infinigate is not liable for the loss of data on the transmission path etc., as internet based services are always subject to failure risks and therefore no warranty is given for uninterrupted functionality. The Contractual Partner shall be responsible for providing the

necessary means of access and all access and transmission costs. He shall ensure that sufficient protective measures are taken for data backup.

Access can be revoked at any time. In case of termination of the contractual partnership, violation of these terms of use, misuse or other legitimate reasons Infinigate reserves the right to immediately block and delete access without notice.

In addition to these conditions, the terms and conditions.