

Terms & Conditions of KINESIS CONSULTING Services

Version effective from 1.9.2021

1. General provisions and declarations

- 1.1. The present Terms are an integral part of the User Agreement, concluded or to be concluded between Us - KINESIS CONSULTING and You as the Client. These Terms regulate the terms of use of our Services, legal and internal processes, ongoing and subsequent processes under any circumstances, regular or irregular. They govern the use of all service packages.
- 1.2. By accepting these Terms and clicking on registration button in the registration section of the Platform, You request to conclude a User Agreement with KINESIS CONSULTING. The subject-matter of the User Agreement is provision of Services by KINESIS CONSULTING to You as the client. Terms and conditions of the User Agreement are governed by these Terms and the applicable legal regulations.
- 1.3. The relevant User Agreement is concluded upon delivery of confirmation of the registration request from KINESIS CONSULTING to You, either by displaying a confirmation of registration in the Platform or by delivering a confirmatory email to Your stated email address, whichever happens sooner. If You order a paid Service Package, the User Agreement shall not in any case be concluded sooner than the relevant payment of the relevant fee according to these Terms is duly processed. The conclusion of the User Agreement may be subject to other conditions and approvals, as indicated in these Terms and in the Platform during registration.
- 1.4. By clicking a box indicating your acceptance of these Terms and by clicking on the registration button, you confirm that you agree to conclude the User Agreement, as governed by these Terms, that you have read and understood the content of these Terms and that you agree and have no objections to them.
- 1.5. If you conclude the Agreement on behalf of a company or other legal entity, you declare and confirm that you have the authority to bind such legal entity and its affiliates to the Agreement. If you do not have such authority or you do not agree with these Terms, you must not accept these Terms.
- 1.6. If you conclude the Agreement by yourself as a natural person, You hereby confirm that You are at least of 18 years of age, you have legal capacity to conclude the Agreement and that you conclude the Agreement for Your business activities and you fully understand all legal and economic risks connected with the conclusion of the Agreement. If you cannot confirm the above, if you have no legal capacity to conclude the Agreement, or if you do not agree with any part of these Terms, you must not accept the Agreement and these Terms and You may use our services only upon setting up and agreeing on individual terms and conditions.
- 1.7. Unless otherwise specifically disclosed to KINESIS CONSULTING, You confirm that You disclosed to KINESIS CONSULTING in all aspects correct and truthful information (in particular including Your name, or the name of Your ski school and other identification information) and that You will use Your Account created in the Platform only for purposes of Your ski school or for Your personal or internal purposes, and that You will not share Your Account nor transfer it to any third party. You may be an acting guarantor for any additional administrator, manager, or agent accounts You may create, if you disclose such information to Us. In such case you are obliged to ensure that every person on behalf of which You act does adhere to these Terms.

- 1.8. In case any of the Services You require from KINESIS CONSULTING consist of facilitating bookings, connections, etc., unless otherwise explicitly agreed, KINESIS CONSULTING is only obliged to provide the means to connect with another person/provider and KINESIS CONSULTING is in no way responsible for conclusion of any agreement between You and such third person/provider. KINESIS CONSULTING may not be held liable in connection with the conclusion or non-conclusion of such a contract and KINESIS CONSULTING is in no way obliged to act as an arbitrator or solicitor in case of any disputes between You and the third party/provider.
- 1.9. You understand that the Platform is developed in particular for Google Chrome internet browser and for iOS operating system. You agree that using the Platform on any other browser or system may not provide full user experience and may be subject to individual technical difficulties. It may happen that the Services will not be supported at all on a not commonly used device or operating system – You hereby accept that any updates and change of the Services in order to accommodate Your specific needs may be subject to additional charges.
- 1.10. In case You have limited or no access to specific Services under Your chosen Service Package, We may offer such Services for Tokens. In such case, You are entitled to use the respective Service (such as job search, job offer posting, etc.) using Tokens. Tokens shall be added to Your Account for a fee upon Your request and respective payment. For each Service used, a Token (or the respective number of Tokens, if applicable) will be deducted from Your Account.

2. Services

- 2.1. On the basis of the User Agreement, KINESIS CONSULTING shall provide to the Client:
 - a) Access to the Platform and connected Services, whereas such access and Services shall be provided in the extent and according to the Service Package chosen by the Client upon the registration;
 - b) Support Services, if necessary to authenticate the Client's registration or if so requested by the Client;
 - c) Other support services in the extent according to these Terms;
 - d) Other individual services and support as per mutual agreement of the Parties.
- 2.2. The Service Packages actually offered by KINESIS CONSULTING, including specification of services provided on the basis thereof, are specified in the Package Conditions. Service Packages may be further specified in the Platform upon registration; in such case, the conditions set out in such Service Package specification set out in the Platform apply.
- 2.3. If You order the Free Service Package, You are not obliged to pay for the Services and Section 8 hereof does not apply. If You order a paid Service Package, You are obliged to pay the subscription fee specified in the Package Conditions.
- 2.4. You are entitled to order an individual service from KINESIS CONSULTING. The individual Support Service may be subject to a fee, as further specified in the Package Conditions.
- 2.5. You are obliged to provide to the KINESIS CONSULTING all the necessary or required assistance in order for KINESIS CONSULTING to be able to perform the requested Service.
- 2.6. In case more than one Service Package is available to You as the Instructor or School, you are entitled to change the current Service Package by Upgrading (change from the free Service Package to paid Service Package or to the higher Service Package) or downgrade (change from higher to lower Service Package or from paid to free Service Package) by choosing the relevant option directly in the Platform. The upgrade is effective upon the delivery of the confirmation of the request from KINESIS CONSULTING to the Client (including displaying a confirmation in the

Platform), or upon another specific date stated in the request and confirmed by KINESIS CONSULTING. The downgrade is effective upon the termination of the current Service Period, unless otherwise specifically agreed by the Parties. Downgrading Your Account may cause loss of content, features, or capacity of Your Account. KINESIS CONSULTING is not liable for any such loss.

- 2.7. Some Support Services to be provided by KINESIS CONSULTING require the Client's prior cooperation and may be provided only with such cooperation, in particular providing the relevant documentation. If such documentation is required, it has to be scanned with high light exposure and turned upside-up. KINESIS CONSULTING is not obliged to provide the relevant Service, if the documentation is not provided according to these Terms.

3. General Use of the Services

- 3.1. In connection with using of the Services and the Platform on the basis of the Agreement, You may not:
- a) misuse, present, or otherwise illegally share any part of the Services/Platform, unless stated otherwise in the Agreement;
 - b) sell, resell, license, sublicense, lease, transfer, assign, distribute, upload, share, or otherwise commercially or uncommercially exploit, or make the Services/Platform available to any third party without a prior written consent of KINESIS CONSULTING, unless stated otherwise in the Agreement;
 - c) use the Services/Platform in order to process data on behalf of any third party without its explicit consent;
 - d) override or bypass any security feature, access control or limitation of Services/Platform, or otherwise use the Services/Platform in an unlawful manner or in a manner that interferes with or disrupts the integrity or performance of the Services/Platform and its component parts;
 - e) use the Services/Platform in order to send unsolicited emails, spam or junk text messages of any kind;
 - f) use the Services/Platform in order to communicate anything offensive or unethical, to promote anything illegal, to harass anyone, to promote any kind of aggression or to provoke any aggression, political or racist issues, or to distribute content which is in violation of any other party's rights, including, but not limited to, copyrights and privacy rights;
 - g) mislead KINESIS CONSULTING or dissemble to get access to technical information, trial or test version of Our Services/Platform, if Your priority is not to use it in accordance with the Agreement or if your further steps may cause competition or provide or attempt to provide similar services on the market;
 - h) use the Services/Platform if You are a competitor of KINESIS CONSULTING, except with Our prior written consent;
 - i) use the Services/Platform for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 3.2. The Platform is exclusively owned by KINESIS CONSULTING. You agree that by using the Services/Platform, you do not buy, rent, hire, or lend any part of the Platform, but you are only entitled to use it.

- 3.3. You shall fully cooperate in providing us with all necessary information and materials to set up and support Your Account. Should You fail to provide us with the necessary documents, information or data, We are not obliged to provide any Services to You.

4. Registration & Your Account

- 4.1. With regard to Your Account created in the Platform, You agree to:
- a) provide accurate, current and complete information;
 - b) maintain the security of your password and access keys - KINESIS CONSULTING bears no responsibility for problems caused by Your irresponsible handling;
 - c) maintain and promptly update the registration data, and any other information you provide to KINESIS CONSULTING, and to keep it accurate, current and complete - KINESIS CONSULTING bears no responsibility for problems caused by Your failure to provide the up-to-date information or data. For update of data, you are to use the general contact provided in the Agreement or in the Platform;
 - d) use Your Account, the Platform and the Services only for purposes related to job, job offers and communication between Instructors and Schools in the area of snow sports jobs. Any other misuse of the Services/Platform, including uploading any own software or advertisements not directly related to Your Account, is prohibited.
- 4.2. You confirm and agree that any information and documentation provided to Us is genuine, true and verifiable. Uploading any forged or falsified information and documentation is forbidden and may lead to respective legal proceedings.
- 4.3. Only KINESIS CONSULTING is entitled to create and provide You with a new login or access to the Services. Once this login or access is delivered or sent to You, You are fully responsible for any further use of the Services and Your Account.
- 4.4. You are responsible for all activities on Your Account. You are responsible for maintaining confidentiality of Your login data and for any and all activities carried out under Your login or Your Account. You agree and acknowledge that Your login may only be used by one (1) person at a time – a single login shared by multiple people is not permitted.
- 4.5. By using Your Account and registration, you accept that you may have limited data storage on Our server. The limit is set at 1 GB (gigabyte). Using any more storage by a single account may not be possible.

5. Registration Conditions

- 5.1. You understand and agree that only Instructors and Schools (both as defined in these Terms) may be registered in the Platform and may conclude the User Agreement. Any registration of instructor account by a person who does not have the necessary certification is considered violation of these Terms. Any registration of school account by a company which does not have the necessary certification and authorizations according to the relevant legal regulations and/or which does not intend to offer snow sport jobs to Instructors, is considered a violation of these Terms.
- 5.2. Other conditions of registration may be specified in the Platform during registration procedure. Such conditions apply similarly and form part of the User Agreement.
- 5.3. Confirmation of registration by KINESIS CONSULTING according to Article 1.3 hereof may be subject of authentication of data entered by the Client upon registration. Such verification may

include, in particular, validation of registration in ISIA Database and manual validations of documents and data uploaded during registration.

5.4. KINESIS CONSULTING reserves a right to deny completion of registration to any applicant.

6. Data Security

6.1. All of Your Account data and any data and information You upload into the Platform via Your Account is in Your sole ownership and You are responsible for such data. We are to maintain appropriate, administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Account. The detailed description of the data processing activities is included in the Privacy Policy, accessible in the Platform.

6.2. KINESIS CONSULTING reserves the right to access any or all of Your Account or accesses in order to respond to Your requests, or to carry out system audits or quality assurance. KINESIS CONSULTING also reserves the right to access any or all of Your Account or system data in order to check the functionality and legality of the Platform and data contained therein, or to carry out annual system audit, as well as to update a new system version, or to prepare data and statistics for new updates.

6.3. Data, material, or any other content accessible to You through Our Services may be subject to protection under Swiss (or any other country's) copyright laws, or laws protecting trademarks, trade secrets, or proprietary information. Except for when expressly permitted by the owner of such rights, you may not use the KINESIS CONSULTING material. If you use a domain name in connection with the KINESIS CONSULTING Services or similar services, you may not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

6.4. All domain registrations may be subject to external terms and conditions. You are obliged to study and follow these documents and KINESIS CONSULTING bears no responsibility for Your non-compliance. Registrations and associated services may take up to 48 hours to be fully set up.

6.5. You may not collect any credit card information in any form. Storing credit card details in the system is strictly prohibited. You may not store credit card numbers, expiry dates and CVV (Card Verification Value) codes anywhere on Our Platform. You must use one of the certified payment gateways. There are no exceptions or excluded payment types.

7. Hosting, Security & Availability

7.1. KINESIS CONSULTING takes all issues concerning reliability and security very seriously. We use preferred hosting partners who provide You with a secure and safe environment. We also cooperate with and search for the best partners and service providers on the market. We set up the highest criteria for such tenders.

7.2. However, no system is perfectly secure or reliable; the Internet is an inherently insecure medium, and the reliability of hosting services, IT agencies, connection types, Internet intermediaries, Your Internet service provider, and other service providers cannot be assured. When you use Our Services, you accept these risks, and the responsibility for using technology that does not provide perfect security or reliability.

7.3. You agree that if you believe that the security of Your Account has been compromised in any way, you will notify KINESIS CONSULTING without undue delay. If you do not notify KINESIS CONSULTING of any such misuse or compromise to Your Account without undue delay, You cannot hold KINESIS CONSULTING liable for any damage incurred. All later notifications will be disregarded and cannot have any legal effect.

- 7.4. You agree that if any security violations are believed to have occurred in connection with your account, KINESIS CONSULTING is entitled to suspend all access to Your Account, pending an investigation regarding any aspect of the Services, including Services provided to You, and provide any necessary or required cooperation to the law enforcement authorities in the investigation of suspected criminal activity. Any use of Our Services to engage in software piracy or other violations of law will result in suspension of Your Account and will be immediately reported to the appropriate authorities. Users who violate any legal regulations during use of the Services/Platform may incur criminal or civil liability.
- 7.5. KINESIS CONSULTING reserves the right to use any software or other implementations and upgrades, such as any kind of cookies, statistic measurements, communication analyzer, IP address location, or other solutions, to improve the functionality, technical safety, workflow, support or other communication, to track the workload, or to generally observe the Service capacity effectiveness for further upgrades or implementations.
- 7.6. In order to facilitate Your requests and/or improve Our Services, KINESIS CONSULTING is entitled to access any information or data uploaded into the Platform.
- 7.7. You may not use the Services or any of their aspect in order to attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server, or account the customer is not expressly authorized to access to, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy.
- 7.8. You may not attempt to interfere or to deny the Services to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or to crash a host or network.
- 7.9. You agree to assume full liability for the files and data transferred to Your Account and to maintain all appropriate, manual or electronic backup of the files and data stored on Your Account in the Platform.
- 7.10. You agree that KINESIS CONSULTING is entitled to electronically monitor the Services from time to time and to disclose any information as necessary to perform its obligations set out by the applicable legal regulations, the Agreement, or to protect itself or its subscribers and to safeguard its legitimate interests.
- 7.11. KINESIS CONSULTING reserves the right to refuse to post or to remove any information or material, in whole or in part, that, at its sole discretion, is unacceptable, undesirable, or in violation of the Agreement or any applicable legal regulations.
- 7.12. Due to regular updates and security checks, KINESIS CONSULTING reserves the right to a 48-hour grace period on the workflow to ensure a settling in that period, allowing potential issues to be resolved.
- 7.13. The purpose of the Agreement is to enable You to use the Platform and other associated Services for Your own purposes. You are not entitled to download, change, provide to any third party, misuse or otherwise use to Your own benefit any software or applications owned by KINESIS CONSULTING.

8. Fees & Payment Terms

- 8.1. Fees are governed by the respective Service Package chosen by the Client. In case the terms of a specific Service Package displayed in the Platform at registration differ from terms specified herein, the terms set out in the Platform at registration apply.

- 8.2. Fees for Tokens are governed by Package Conditions. Discounts and other conditions may be specified in the Platform. Fees for Tokens are due upon delivery of Your request to add Tokens to Your Account.
- 8.3. You agree that all setup and installation fees (if applicable) are non-refundable and are due upon the conclusion of the Agreement, unless agreed otherwise. The monthly or yearly subscription fees are due on the first day of the respective Service Period in case of new Agreements and on the last day of the previous Service Period, in case of prolongation. Fees for any additional and support Services are due on the first day of provision of such Services.
- 8.4. You agree to be charged on your credit/debit card or to be billed upon the end of current Service Period for Your next Service Period, unless the User Agreement has been terminated according to these Terms.
- 8.5. If You have provided credit/debit card details before the end of your trial and have chosen to continue with a paid plan, you will be automatically billed upon the end of the respective trial period. If You did not provide the credit/debit card details, you will receive Our invoice to pay by any other means. You also have the option to be billed for the Services in advance on a discounted annual or long-term basis, as applicable for the respective Service Package.
- 8.6. For any upgrade or downgrade of Service Packages, your credit card will be automatically charged with the new rate upon the end of your current Service Period, unless agreed otherwise.
- 8.7. If you request any refunds or changes before the expiry of the Agreement and such request is approved, KINESIS CONSULTING may charge you a processing fee of up to 40% of the Service Period subscription fee. This is to cover administrative, technical and personal costs and costs charged by our payment processors or third parties.
- 8.8. If Your business does not pass standard financial checks or if financial risk is to be identified, KINESIS CONSULTING is entitled to ask you to provide a personal guarantee from a director or shareholders of Your company.
- 8.9. KINESIS CONSULTING reserves the right to charge any card held on file for any outstanding balance that is overdue or for any invoice which is overdue; up to 5% of the outstanding balance as administration and processing fee.
- 8.10. KINESIS CONSULTING reserves the right to charge You a contractual penalty of 10 % p.a. of the owed amount for every day overdue with a payment.
- 8.11. If there is no specification otherwise, all costs and fees are indicated without the applicable VAT and the Client is obliged to pay the relevant cost or fee plus the relevant VAT.

9. Customer Service & Support

- 9.1. KINESIS CONSULTING makes all the efforts to provide the best possible customer service, while keeping its Services affordable. It is important that You should choose a Service Package that relates to Your expectations and that takes the complexities and requirements of Your business into consideration. KINESIS CONSULTING may support the Services only within the scope of the chosen Service Package.
- 9.2. KINESIS CONSULTING is not obliged to provide any services on top of the Services included in the respective Service Package and support services necessary for standard use of the Services/Platform according to the respective Service Package and these Terms. Any additional requested services and/or support must be agreed between the Parties separately and may be subject to additional charges and fees. Direct costs associated with such additional services and support are always billable irrespective of explicit agreement thereof.

- 9.3. In case of any technical difficulties with the Platform and/or problems during provision of Services, you may contact us with a request for support. KINESIS CONSULTING will provide support for customers during the business hours (see below) according to CET time. The support shall be provided either via email or chat function implemented in the Platform. KINESIS CONSULTING is not obliged to respond to Your requests received and requested to be solved out of these hours.
- 9.4. KINESIS CONSULTING reserves the right to put the request into the queue of other requests. All requests are to be solved as they will be ranked by date and time of their registration. Critical problems may be solved preferentially. KINESIS CONSULTING is entitled to solve such requests depending on Our availability and with no time or date limitations, unless specified otherwise in these Terms.
- 9.5. KINESIS CONSULTING reserves the right to record any communication with the Client, in order to ensure the quality and security standards.
- 9.6. Our business days are Monday to Friday, business hours are from 9 am to 4 pm CET (with flexible one-hour lunch break). All support hours in all priority levels mean business hours only.
- 9.7. Our support levels are not available or may be refused in case You use any kind of free Service Package.
- 9.8. For commercial purposes, KINESIS CONSULTING will use reasonable efforts to maintain the availability of the Services and personnel to You and to solve Your requests in 48 hours in case of critical errors and/or problems and 5 business days in case of any other errors and/or problems. Complex problems may take longer to solve.

10. Duration and Termination

- 10.1. The User Agreement is concluded for a 12 months Service Period date-to-date, with repeated automatic prolongation by another 12 months, unless any of the Parties delivers to the other Party a termination notice at least 30 days before the end of the current Service Period (or uses the specific process set out in the Platform, if applicable). Other Service Period duration may be offered with a respective Service Package. In such case, the User Agreement is concluded for the period set out in the Service Package conditions and will be automatically repeatedly prolonged for the same period, unless any of the Parties delivers to the other Party a termination notice at least 20 days before the end of the respective Service Period (or uses the specific process set out in the Platform, if applicable). Further specification and conditions may be specified in the respective Service Package.
- 10.2. Apart from the termination process set out in the previous Article, the Parties may mutually agree on termination of the User Agreement at any given time. In such case, the already paid fees and charges are refundable only with KINESIS CONSULTING's prior written consent.

11. Rights of KINESIS CONSULTING

- 11.1. Notwithstanding any provision of these Terms, if KINESIS CONSULTING, upon its sole discretion, believes or suspects that You have violated the Agreement including the Terms in any way, including any delay of payments, or that any of Your declarations or information provided is false or misleading, KINESIS CONSULTING is entitled, without any notice or liability to You, to
 - a) terminate Your access to the Services, or any portion thereof;
 - b) temporarily block or prevent Your future access and use of all or any portion of the Services;
 - c) change, suspend or discontinue any aspect of the Services or content provided;

- d) impose limits on the Services.

With respect to the above, We will not be obliged to notify You or any third party and We shall not be liable for any consequences resulting from such discontinuance or lack of notification.

- 11.2. KINESIS CONSULTING is also entitled to suspend the provision of Services at any time for limited period of time for the purposes of performing regular update or revision of the system. In case such suspension is planned to take longer than 24 hours, KINESIS CONSULTING shall inform You in advance of such suspension.
- 11.3. You are not entitled to any refunds for the time of limitation of Services pursuant to this Article 11.

12. Third-Party Sites & Services

- 12.1. The Platform contains links and provides integrations to Third-Party Sites as services which complement and/or extend the Services for the best user experience and best quality of Services. Third-Party Sites provide platform extensions, add-ons, payment processors, and other payment intermediaries that You may use in connection with Your use of the Services. Using of these links to Third-Party Sites and any third-party content or services provided there is at Your own risk.
- 12.2. KINESIS CONSULTING makes no claim or representation regarding third-party content or Third-Party Sites, and provides links to them and integrations only as a convenience. Inclusion of a link to a Third-Party Site, third-party content, or third-party integration in the Platform does not imply endorsement from KINESIS CONSULTING, adoption or sponsorship of, or affiliation with such Third-Party Site or third-party content. KINESIS CONSULTING assumes no liability for reviewing changes or updates to, or the quality, content, policies, nature or reliability of third-party content, third-party services, Third-Party Sites, or web sites linking to the Services. When You leave the website on which the Services are provided, these Terms and other policies do not apply any longer. You should review the applicable terms and policies, including privacy and data gathering practices of any Third-Party Site, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
- 12.3. We may use a third-party service provider to manage credit/debit card processing. This service provider is a Third-Party Site and acts as an intermediary to technically process the respective payment and We are in no way liable for any violation of law or contract performed by such provider.
- 12.4. KINESIS CONSULTING does not allow hosting of any third-party services on Our servers or within Your application without a prior written authorization by KINESIS CONSULTING. Any embedding of third party applications must be authorized in writing by KINESIS CONSULTING. All external Services must be authorized by KINESIS CONSULTING and the implementation or development can be applicable and realized only by KINESIS CONSULTING.
- 12.5. External scripts and applications are used at Your own risk. Any support required or identified as a result of using such external scripts and applications is not included in the Services.

13. Affiliate & Partner Program

- 13.1. We may occasionally offer You an affiliate/referral program. Such program is always governed by special conditions of the program as communicated via the Platform. The affiliate program is intended to credit customers who refer Us to new clients. Referrals are paid out to active accounts in good standing. Expired, closed or trial accounts are not eligible for the referral program. We reserve the right to refuse payment on a referral if it does not comply with these Terms or does not appear to be a genuine customer referral.

- 13.2. The commission may be up to 10% of the new client's amount benefited by KINESIS CONSULTING. The commission billed by affiliate or partner will be limited for the first two (2) years of new client's subscription.
- 13.3. Benefited amount from the new client is calculated from the monthly fees for first two (2) years of new client registration and billing.

14. Logos and Trademarks

- 14.1. You may use KINESIS CONSULTING corporate identity (logos, trademarks, design, animations, or other identity graphics) only for promotional purposes to identify Yourself as a customer or user of the KINESIS CONSULTING Services, provided that You do not attempt to claim the ownership of the marks by incorporating any of them within Your names or offerings. Even if not registered, the trademarks and logos of KINESIS CONSULTING remain unique and any of their illegal use or KINESIS CONSULTING goodwill violation will be treated as an offence against KINESIS CONSULTING. You may not misuse KINESIS CONSULTING's corporate identity or use it in a way that could potentially lead to any damage to KINESIS CONSULTING.
- 14.2. KINESIS CONSULTING cooperates on development and operation of the Platform with ISIA. By concluding the User Agreement, no rights or duties between the Client and ISIA arise. Any and all relationship of the Client and ISIA is subject to separate agreements. You may not use ISIA logo or trademark displayed in the Platform, unless otherwise explicitly agreed with ISIA. On the basis of the User Agreement, You are not entitled to use any intellectual property rights of third parties.

15. Limitation of Liability

- 15.1. In order for KINESIS CONSULTING to provide its Services for the agreed prices, KINESIS CONSULTING must lower the risk of its potential civil liability. Therefore, by agreeing to these Terms, You hereby exclude KINESIS CONSULTING from any liability arising out of the provision of Services in excess of the monthly service fee paid or payable by You attributable to one month preceding the time of any claim for monetary damages. The provisions of this section allocate the risks under these Terms between the Parties, and the Parties have relied on these limitations in determining whether to enter into the Agreement.
- 15.2. Notwithstanding anything in these Terms, Our liability is in any case excluded (to the extent permitted by law) and KINESIS CONSULTING assumes no liability for:
- a) any non-function of Services or Service disabilities in case they are not caused by direct and intentional abuse from Our side;
 - b) any unexpected issues and situation in global measures as problems caused by political, economic, or social situation (acts of god);
 - c) any indirect, incidental, special, exemplary, consequential or punitive damages, including lost profits, lost sales or business, lost data, know-how or business interruption.

16. Definitions and Interpretation

- 16.1. The expressions and words with an initial capital letter have the same meaning as in the Agreement, unless otherwise specified in these Terms.
- 16.2. In these Terms, the following words with an initial capital letter have the following meaning:
- a) **"Instructor"** means a professional ski instructor and/or eventually other snow sports instructor certified by ISIA and/or any ISIA member organisation;

- b) **“ISIA”** means International Ski Instructors’ Association (ISIA), a Swiss association with its base in Bern, Switzerland;
- c) **“ISIA Database”** means ISIA database of professional snow sport Instructors;
- d) **“KINESIS CONSULTING”, “We”, “Us”, or “Our”** refers to KINESIS CONSULTING GMBH, registration No.: CH-036.4.077.063-5, a company with its registered seat at: Winkelriedstrasse 4C, 3604 Thun, Switzerland;
- e) **“Package Conditions”** means specification of individual Service Packages, as attached in Annex No. 1 hereto;
- f) **“Parties”** mean KINESIS CONSULTING and the Client as the parties to the User Agreement;
- g) **“Platform”** means ISIA Jobs platform as a cloud software available on isiajobs.ski/org including CMS, front-end integrations, designs, images, and API, as applicable;
- h) **“School”** means a professional certified facility which provides or intends to provide job opportunities for Instructors;
- i) **“Services”** means services defined in the relevant Service Package applicable to the User Agreement and other applicable services provided by KINESIS CONSULTING to the Client on the basis of the User Agreement;
- j) **“Service Package”** means the relevant bundle of Services to be provided by KINESIS to the Client as chosen by the Client in the Platform;
- k) **“Service Period”** means the period of effectiveness of the current Service Package chosen by the Client;
- l) **“Support Services”** mean support services specified in the Package Conditions;
- m) **“Terms”** mean these Terms & Conditions of KINESIS CONSULTING;
- n) **“Third-Party Sites”** mean third-party web sites and services which complement and/or extend the Services for the best user experience and best quality of Services;
- o) **“Tokens”** mean virtual usable tokens attributable to an account in the Platform, which represent a right to use specific Services;
- p) **“User Agreement”** or **“Agreement”** means the user agreement, concluded or to be concluded between You and KINESIS CONSULTING, the terms of which are governed by these Terms;
- q) **“You”**, the **“Client”** or **“Your”** means the person concluding the User Agreement as the client, i.e. either a natural person as the Instructor or a company or other legal entity as a School;
- r) **“Your Data”** means all electronic data collected and stored by Our system on Your behalf, including customer records, transactions, inventory items, and statistics;
- s) **“Your Account”** means the account or accounts created on Your behalf in the Platform;

16.3. Where these Terms refer to the Agreement, the reference is made to the Agreement including these Terms as its integral part, unless indicated otherwise.

17. Final provisions

17.1. KINESIS CONSULTING reserves the right to amend these Terms, including any of its Annexes, by notice delivered to the Client via the Platform or email. You have a right to refuse the change by submitting Your refusal to email address specified in the Platform. In such case, the User Agreement shall terminate as of the date of effectiveness of the relevant amendment, unless

agreed otherwise by the Parties. Your continued use of the Services constitutes your acceptance of the amended Terms.

- 17.2. The User Agreement and its terms may be changed anytime by a mutual agreement. Such agreement may be either in a written form including email communication or in electronic form, in particular via changes and amendments offered in the Platform and accepted by the Client.
- 17.3. All issues and disputes concerning the construction, validity, interpretation, enforceability of any provision hereof and any other disputes arising out of the User Agreement shall be governed by and construed in accordance with Swiss law. Any dispute which may arise out of, under, or in connection with this agreement shall be settled by the courts of Lucerne, Switzerland.
- 17.4. All communication and documentation according to or in connection with the User Agreement shall be presented by the Client in English language. Upon the Client's request, We may unilaterally waive this condition.
- 17.5. Unless specified otherwise, any notice, request or communication between the Parties may be performed by post, email or via a process designated in the Platform. If the Platform does not specify any email or postal address, You may use a general postal address KINESIS CONSULTING GMBH, Zulgstrasse 113, 3613 Steffisburg, Switzerland and email: support@isiajobs.ski.
- 17.6. No provision of these Terms will be deemed waived, amended or modified, unless such waiver, amendment or modification is in writing and signed by both Parties. Failure of KINESIS CONSULTING to enforce at any time any of the provisions of these Terms, or the failure to require at any time performance by You of any of the provisions of these Terms is in no way to be construed as a present or future waiver of such rights, nor shall it in any way affect the ability of KINESIS CONSULTING to enforce each and every such provision therein.
- 17.7. KINESIS CONSULTING is entitled to transfer its rights and duties arising out of the Agreement, in whole or in part, without restriction. Client is not entitled to transfer any of his rights and/or duties arising out of or in connection with the User Agreement, to a third party, without Our prior written consent.
- 17.8. If any provision of the Agreement (including its annexes and these Terms) is deemed unenforceable or invalid for any reason whatever, such unenforceability or invalidity will not affect the enforceability or validity of the remaining provisions of the Agreement and such provision will be severable from the remainder of the Agreement.

Thun (Switzerland)

KINESIS CONSULTING GMBH

Annex:

- 1) *Package Conditions*

Annex 1 - Package Conditions

1. Description and Pricing of the Service Packages

1.1. The following Service Packages are offered:

Type of Service Package	Instructor Package - basic membership	School Package – basic membership
School search	Unlimited	Disabled
Instructor search	Disabled	10 times
Communication	Enabled	Enabled
Viewing Instructor profiles	Disabled	10 times
Viewing School profiles	Unlimited	Disabled
Viewing School offers	Unlimited	Disabled
Sending offers / requests	Enabled	Enabled
Price per year in EUR	Free	129,-

2. Tokens

2.1. Profile / Job Tokens are offered in basic membership and in form of additional packages for a specific price (in EUR/package).

2.2. A single Token may be used for a single use of any of the following Services.

2.2.1. Profile Token

- Viewing of an Instructor profile in full (School only);

2.2.2. Job Token

- Adding of job post for 30 days (School only);
- Prolonging the job offer visibility for another 30 days (School only);

3. Support Services

3.1. On top of the Services provided by KINESIS CONSULTING on the basis and in the extent set out in the relevant Service Package, KINESIS CONSULTING offers and the Client may order the following Support Services:

- a) *ISIA Database Validation* – the service consists of providing the validation of one of the professional's formally acquired professional qualification in terms of disciplines and other data directly certified by the considered qualification; this validation, conducted in conjunction with the relevant provider in charge of the certification, confirms the effective existence of the concerned qualification, the fact that the concerned professional is indeed holding this qualification and the prerogatives that are linked to this qualification in the Member State (MS) of certification;

- b) *Verification* – the service includes a verification of who is behind the profile (i.e. Your Account) in terms of identity and contact details: the passport, the telephone number and the email address of the account holder are being verified;
- c) Other Support Services as agreed by the Parties in connection with this Agreement.

3.2. The organization in charge of delivering the services referred to as “Verification” and “Validation”, for and on behalf of KINESIS CONSULTING GMBH is ISIA. The service is conducted under the Agreement, supervision and automated validation of the ISIA. In case of non-verified accounts from the side of ISIA, those might be still approved by KINESIS CONSULTING admins.