

## PSYfiers AG – General Terms and Conditions

### 1. What purpose do these general terms and conditions serve?

These terms and conditions („**T&C**“) represent an agreement between you – you as an individual or the company/organisation – who purchases PSYfiers products or services („**Services**“), and us, PSYfiers AG („**PSYfiers**“).

These T&C govern the rights and duties of both parties regarding the use of the Services as well as any related electronic and non-electronic documentation and materials (collectively, „**Materials**“).

### 2. What do our services include?

As a registered customer in one of our Customer Centres, you can purchase our services. Registration in the Customer Centre is free of charge and does not lead to any further obligations.

Subject to the provisions of these T&C and your payment of the fees in accordance with the order confirmation (see Articles 3 and 4 below), we grant you the non-exclusive, non-transferable, and limited right to use the software (including the use of the digital visual questionnaire Visual Implicit Profiler (VIP)<sup>®</sup>) and to use the materials provided to you for two years. Our services explicitly do **not** include the organisation and implementation of workshops or consultations/coaching in connection with the products. These are entirely up to you and your responsibility. Should you wish PSYfiers to conduct workshops or specific consultations/coaching, we will be happy to provide you with an individual offer upon request.

### 3. What is the amount you owe PSYfiers?

The price for the use of the Services will be indicated in the order confirmation („**Fees**“). By confirming your order, you accept our offer and to pay the Fees involved.

### 4. When is payment for the use of the Services due?

Unless otherwise agreed, the Fees for the use of the Services are due upon acceptance of the offer (by clicking on the respective button on the website or otherwise accepting the offer).

### 5. Do you become the owner of the services, respectively how long are the services valid?

We do not sell ownership of the Services to you, but only grant you the right to access and use the Services for two years from the date of purchase of the relevant Services in accordance with these T&C and the details in the order confirmation. We retain full ownership and all other tangible and intangible rights in the Services and the Materials, including all intellectual property rights. This includes, but is not limited to, all patent rights, copyrights, rights to the know-how and other trade secrets and trademark rights relating to the Services and the Materials. If a Service has not been used for two years, the right to access and use it will expire.

You agree that we may audit your use of the Services for compliance with these T&C at any time upon reasonable notice to you. We reserve all rights not expressly granted by these T&C.

### 6. Is there a right to return Services?

There is no right to return Services that have already been paid for. All licences (= software access = access codes) which have not been used remain valid for two years from the date of purchase.

Special arrangement for workshops: If for any reason (incl. „force majeure“) you replace individual participants in a workshop such as Mission Team and require additional access codes for the new participants, PSYfiers will be happy to provide you with these. PSYfiers is free to charge you an administration fee of maximum 20% of the fees per participant.

### 7. What happens if you have problems or questions?

If you have any problems with the Services or questions, you can **contact us by email or by telephone**. We will endeavour to respond to your enquiries as quickly as possible but cannot guarantee any turnaround time. The Services are provided without warranty for legal defects or defects in quality. We give no guarantees in relation to the Services, for example that they will never be interrupted or will operate error free.

#### 8. How are the Fees paid?

You have various options for paying the Fees, depending on the Services purchased, e.g. credit card, PayPal, bank transfer. The Services may only be used once we have received your payment.

#### 9. What is the data protection of my company data, my personal data and the data of the participants in the Services?

PSYfiers takes data protection very seriously. Your data as well as those of your employees or clients or other participants are treated with great care and in accordance with the applicable legal provisions. Details on data protection can be found in the [PSYfiers privacy policy](#).

#### 10. Do you need to keep our information confidential?

You acknowledge and agree that these T&C and the Services contain our proprietary information („Confidential Information“). You hereby agree to ensure and maintain the confidentiality of the Confidential Information in the same manner as you maintain the confidentiality of your own Confidential Information. Notwithstanding the foregoing, if you are required to disclose Confidential Information by order of a court or other governmental authority, you may disclose such Confidential Information, provided that you promptly notify us as soon as you become aware of any (threatened) order to enable us to protect against such disclosure.

#### 11. Force Majeure Event

„Force Majeure“ or a „Force Majeure Event“ means any event or circumstance arising from natural causes, human action or otherwise, which is beyond the reasonable control of the parties, and which could not reasonably have been foreseen and prevented by the parties and which affects the performance of the contractual obligations of either or any of the parties, namely pandemic and epidemic, war, terrorist act or threat, explosion, fire, flood, hurricane, strike, lockout or labour dispute, and any law, regulation, decision or omission of any national, supranational or international governmental authority.

In the event of force majeure, the contractual relationship shall be extended until the use of the services is possible again due to the cessation of the force majeure. The Fees due shall remain owed.

#### 12. Pledges and guarantees

Without limiting any other representations and warranties in these T&C, you represent and warrant to us that you have full power and authority to enter

into these T&C. You also confirm that you have the necessary skills and qualifications to competently use the Services in accordance with these T&C.

#### 13. Indemnification

You agree to defend, indemnify, and hold us and our employees and agents harmless from and against all claims, losses, damages, liabilities, deficiencies, judgments, assessments, fines, costs and other expenses (including reasonable attorneys' fees) arising out of or in connection with the following:

- i. the misuse or incorrect use of the Services (including any content and other data or information);
- ii. the violation of applicable laws by you or your employees or agents, such as intellectual property laws and data protection laws;
- iii. the breach of these T&C by you or your employees or agents, including but not limited to your representations and warranties in these T&C.

#### 14. Liability clause/warranty

The Services (including all Materials) are provided on an „as is“ and „as available“ basis, subject to the express terms of these T&C. We do not warrant the use, results, or performance of the Services, that they will be uninterrupted, error-free, or secure, or that the server(s) on which the Services are operated are free of viruses or other harmful components.

#### 15. Limitation of Liability

To the extent permitted by applicable law, neither we nor any person or entity involved in creating, producing, operating, or supporting the Services is liable to you or any other person or entity (whether in contract, tort, product liability or any other cause of action) for any direct, indirect, consequential, or incidental damages arising out of:

- i. the use or misuse of the Services or the inability to use the Services;
- ii. the cost of obtaining replacement goods and services; unauthorised access to or alteration of your data;
- iii. the termination of your customer accounts; or
- iv. any other matter relating to the Services or the use thereof.

This limitation of liability does not apply to damages or liability claims caused by gross negligence or intent. Liability for auxiliary persons is excluded.

**16. Can you terminate the services or opt out as (deregister) a customer of the Customer Centre?**

You can decide at any time to terminate Services that have already been paid for and/or to opt out (deregister) as a customer of the Customer Centre. In this case, it is sufficient for you to send us a corresponding notification in writing or by e-mail. If you wish to opt out from the Customer Centre, we will remove your account from the Customer Centre. Unsubscribing from the Customer Centre automatically leads to the termination of Services that have already been paid for (see Article 18 below). If you terminate Services you have already paid for or opt out (deregister) from the Customer Centre, we will not refund any fees you have already paid.

**17. Can we terminate the Services?**

We may, at our absolute discretion, terminate the Services immediately and suspend your account at our Customer Centre without notice and without any obligation to pay compensation or refund any fees if:

- we discover that you are sharing Materials or other information which include our intellectual property without a licence or valid agreement;
- you cause or permit the breach of these T&C;
- we have good reason to believe that your use of the Services will harm our business interests or the reputation of the Services.

**18. What happens after termination of the Services?**

After termination of the Services

- i. you must stop using the Services as soon as possible and return all Confidential Information to us;
- ii. all rights and licences granted to you and/or the participants will automatically cease without further action, unless otherwise expressly provided for in these T&C;
- iii. we are entitled to block your access to and the use of the Services, your account in the Customer Centre as well as your participants' access to the Visual Implicit Profiler (VIP);
- iv. all outstanding Fees become due immediately.

The provisions in Articles 5, 6, 10, 12-15 and 18-20 shall continue to apply after the termination of Services.

**19. How are notices and communications legally displayed?**

All notices and communications required by these T&C or in connection with the Services will be effective from the date they are sent to you by

email or posted in our Customer Centre.

The email address you use to access your account will also be used for notifications and requests related to the Services. It is your responsibility to update any changes to this email address in your account in the Customer Centre.

**20. Further provisions**

- i. These T&C are governed exclusively by the laws of Switzerland. The provisions of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980, CISG) are expressly excluded.
- ii. You hereby consent to the exclusive jurisdiction of the ordinary courts of Zug, Switzerland in connection with any dispute arising out of or in connection with these T&C and/or use of the Services.
- iii. In the event that any provision of these T&C is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. The invalid, illegal or unenforceable provision shall be replaced by a valid and legally enforceable provision of similar intent and economic effect.
- iv. The headings used in these T&C are intended to facilitate reading and are not intended to define or affect the meaning or interpretation of the text.
- v. These T&C are binding on the parties and their legal successors.

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