

## 1. Scope

These General Terms and Conditions (hereafter the «GTC») apply for all services and products (hereafter the «services») provided by cognita AG (hereafter «cognita»). A customer is any natural person, legal entity or partnership that has concluded a contract with cognita. **The current and binding version of the GTC are in German and published at [cognita.ch/AGB.pdf](https://cognita.ch/AGB.pdf).** The present English translation is provided for information purposes only and has no legal force. By accepting these General Terms and Conditions, you automatically accept the German original. The application of general business, purchase and delivery terms and conditions by the customer to products and services provided by cognita is excluded.

## 2. cognita services

The content and scope of the services is based on the contractual documents.

cognita is responsible to the customer for the careful and contractual provision of the agreed services. cognita aims to ensure the high availability of the infrastructure it uses, but it offers no warranty that the infrastructure will function seamlessly and without interruption. cognita reserves the right to carry out maintenance work at any time, which may lead to interruptions in the functioning of the infrastructure. cognita may involve third parties in the performance of the contract.

## 3. Customer services and obligations

The customer is responsible for the legally and contractually compliant use of the services provided by cognita as well as for the timely payment for the use of said services.

The customer agrees to take reasonable and suitable measures to prevent cognita from incurring damages. Additional customer obligations may arise from the contractual documents.

**If, in the view of cognita, there is reasonable suspicion of the illegal use of the services or a breach of the contract, cognita may require the customer to use the services in a legally and contractually compliant manner, suspend the provision of the services without prior notice and without compensation, terminate the contract with immediate effect and without compensation and, where necessary, demand compensation. cognita may take the same measures if there is a reasonable suspicion that the customer provided inaccurate or incomplete information when concluding the contract. If cognita terminates the contract for one of the aforementioned reasons, the customer is still liable for payment.**

## 4. Use by third parties

The customer is responsible for the use of the services, including the use of the services by unauthorised third persons, and the customer agrees to pay the amounts owed for such use.

## 5. Prices

The prices for the services that are to be paid by the customer are based on the contractual documents and are due when the service commences, i.e. when it is activated by cognita.

## 6. Invoicing and payment terms

cognita invoices the services in line with the terms agreed in the contractual documents.

In the case of contracts with periodic service by cognita, the services are generally invoiced at the start of the contractual period. In the case of an agreed minimum period of less than one year, the services will be invoiced monthly. In the case of an agreed minimum period of one year or more, the services will be invoiced annually or at another payment period agreed with the customer.

The invoice amount must be paid by the date specified on the invoice or in the contractual documents or within the specified payment term. The customer may submit a written and justified objection to the invoice until this date. After this date, the invoice will be deemed to be accepted without reservation.

If the customer's payment for a periodic service provided by cognita is made by credit card or a web-

based payment system and there is no valid notice of termination pursuant to para. 12 of the GTC, cognita will be entitled, when the new payment interval commences and without the customer's approval, to charge another payment to the credit card or to initiate another payment via the web-based payment system. In such cases, the customer has the right to submit a written and justified objection to the payment within ten days of the payment. cognita is entitled to retain the payment until the objection has been fully processed.

## 7. Late payment

If the customer has not paid the invoice or submitted a written and justified objection by the specified date or within the payment term, cognita may suspend the provision of all services without prior notice, take other measures to prevent damages and terminate the contract with immediate effect and without compensation. cognita may charge a reminder fee of at least CHF 30 or EUR 25 for reminder notices. The customer will bear all other costs that cognita incurs in connection with the late payment. The customer will owe late payment interest of 5%. The late payment interest will also be owed when the invoice is due if the customer's objection to the invoice subsequently turns out to be unfounded. **The customer may not offset claims by cognita with any counterclaims.**

## 8. Customer data

When handling data, cognita adheres to the applicable laws, in particular, the Telecommunications Act and the Data Protection Act. cognita may collect, store and process data that is necessary for the performance of its contractual obligations, for the maintenance of the customer relationship, to maintain high service quality, for the security of its operations and infrastructure and for invoicing. **cognita may share the customer data with selected third parties to obtain credit information, for invoicing, for collections and to provide the contractual services.** cognita will ensure that such third parties also adhere to the statutory provisions regarding data protection.

cognita takes measures to protect the infrastructure it uses against intrusions by third parties. However, it can guarantee that there will be absolute protection against unauthorised access or unauthorised interception. cognita cannot be held liable for such intrusions.

## 9. Confidentiality

Each contractual party will handle all information that is not publicly or generally available confidentially. The statutory obligations to provide information remain reserved.

## 10. Intellectual property rights

The customer receives the non-transferable right to use the cognita services for the term of the contract. All rights to existing intellectual property rights or those that arise upon performance of the contract remain with cognita or the authorised third party. If the customer breaches third-party licensing rights in this connection and claims are asserted against cognita, the customer will indemnify cognita in this respect.

## 11. Liability of cognita

In the event of claims, irrespective of their legal basis and in the event of claims by the customer in connection with any warranties, cognita will only be liable for damages caused intentionally or as a result of gross negligence and for personal injury without limitation.

**For damages caused by cognita as a result of simple negligence, it will be liable up to the amount of the services provided in the last contract year, but not to exceed the amount of CHF 20,000 per customer and year. Liability for financial and consequential damages, lost profits and data loss is – to the extent legally permitted – excluded. Nor is it liable for damages as a result of the illegal or non-contractual use of its services.**

If cognita cannot meet its contractual obligations due to force majeure, such as highly intense natural events, strikes, civil commotions, armed conflicts,

terrorism, service disruptions at third parties, power outages, virus attacks, unforeseen government restrictions, etc., the performance of the contract will be suspended for as long as the force majeure event lasts. The liability of cognita is excluded in such cases.

## 12. Entry into force, term and termination

The contract generally commences when cognita accepts a written order for a service. If an order is placed via the internet, the contract will commence when the customer receives the corresponding contract confirmation in writing or via e-mail. In all cases, the contract will commence when the service is used by the customer.

For contracts that provide for a periodic service by cognita, the following notice of termination provisions apply:

– Contracts with a minimum term of one year or more may be terminated in writing by letter with a period of notice of 90 days to the end of the current minimum term. If there is no notice of termination, the minimum term will be extended in each case by the originally agreed minimum term.

– Contracts with a minimum term of less than one year may be terminated in writing by e-mail sent to the cognita support team with a period of notice of 15 days to the end of the current contractual period.

Contracts that do not specify a periodic service by cognita may be terminated in writing by either party with a period of notice of 30 days to the end of the quarter. If a particular contract term has been agreed and the customer terminates the contract before the end of this term, the customer will owe cognita remuneration for the services that are not used for the remainder of the term, provided there is no agreement to the contrary in the contractual documents. cognita may terminate the contract for serious breaches of the contract by the customer at any time with immediate effect and without paying compensation pursuant to para. 3.

## 13. Contract modifications

cognita reserves the right to change its services, the prices for these services and these GTC at any time. cognita will provide the customer with notice of changes in a suitable manner. In the case of a contractually agreed minimum term, the customer has the right to terminate the contract early as of the date the contract modifications enter into force without any financial consequences. If there is no written notice of termination, the contract modifications will be considered to be accepted by the customer. If the rates for taxes and duties (specifically, the value added tax) change, cognita will be entitled to adjust its prices accordingly. In this case, the customer will not be entitled to submit early notice of termination.

The customer may only transfer the rights and obligations arising from this contract to third parties with the prior written consent of cognita. cognita may transfer the contract without the customer's consent at any time.

## 14. Other provisions

The invalidity of individual provisions of this contract will not affect the validity of the other provisions. If necessary, the parties will arrange to replace the invalid provision with a valid provision that approximates the economic intent of the original provision as closely as possible.

Side agreements, amendments of and additions to this contract, in particular, the GTC, and specifically this clause, must be in writing, refer to the provision being modified and be duly signed by the contractual parties in order to be valid. The provisions of para. 13 of the GTC remain reserved.

## 15. Applicable law and place of jurisdiction

This contractual relationship is subject to Swiss material law. The place of jurisdiction for actions by the customer resulting from or in connection with this contract is Zurich, subject to alternative mandatory places of jurisdiction under Swiss and international law. cognita has the right to file suit against the customer before any other competent court.