

Cycle 8 AG

General Terms of Use for www.cycle8.ch

1 SCOPE

1.1 This General Terms of Use ("GTU") apply to the use of the website under www.cycle8.ch ("WEBSITE") provided by CYCLE 8 AG, Bahnhofstrasse 1, CH-6341 Baar, Switzerland ("CYCLE 8 AG") or any affiliated company (CYCLE 8 AG and such affiliated companies together "CYCLE 8") regardless of the user's place of access.

1.2 In addition to the GTU, special terms of use may apply to certain information, data or applications (collectively "C8 CONTENT") in the WEBSITE that need to be accepted by the user for the use of such C8 CONTENT.

2 AREAS FOR NON-REGISTERED USERS / REGISTRATION

2.1 CYCLE 8 grants the right to use generally accessible areas of the WEBSITE to any internet user and reserves the right to grant the right to use other areas of the WEBSITE only to users that are registered with CYCLE 8 and have been provided with access data to the WEBSITE by CYCLE 8 (such registered user "C8 USER")

2.2 CYCLE 8 may provide the option to become an C8 USER

2.2.1 to buying, re-selling and trading companies (Buyer) to search for products to sort, export, trade and re-sell or

2.2.2 to production and retail companies (Seller) to offer buying companies products to re-sell.

2.3 Registration requires potential C8 USERS to complete and submit a digital registration form on the websites which will include the potential C8 USER'S username, email address, company, status (buyer/seller), postal address (street, number, city, postcode), and country) and submit it to CYCLE 8 for approval and registration. CYCLE 8 reserves the right to refuse an application for registration without citing any reasons for such refusal.

2.4 CYCLE 8 will notify the USER if its application is approved and register and provide access data (user identification and initial or permanent password) to the C8 USER for its personal use only.

2.5 CYCLE 8 reserves the right to withdraw a C8 USER's registration or to limit a C8 USER's access to certain parts of the C8 CONTENT.

2.6 Both Parties are entitled to terminate a C8 USER's registration at any time by giving notice in writing (letter, e-mail, fax) or, in case of termination by the C8 USER, by following the instructions on the WEBSITE.

3 ACCESS TO AND USE OF THE C8 CONTENT, USER OBLIGATIONS

3.1 CYCLE 8 will provide access to the WEBSITE subject to this GTU and any applicable special terms

3.2 CYCLE 8 reserves the right to improve, expand, change or delete C8 CONTENT in whole or in part (e.g. in relation to functionalities), including the partial or complete withdrawal of functions or C8 CONTENT and will use its best endeavors to inform the C8 USER accordingly.

3.2 CYCLE 8 may, in particular,

3.2.1 provide C8 USERS with the option to display information to other WEBSITE users as part of the respective C8 USER's profile;

3.2.2 provide C8 USERS with the option to receive, via CYCLE 8 contact from other C8 USERS in connection with the offering, selling and/or buying any products (Left-over-products).

3.3 The offering of Left-over-products on the website shall be subject to:

3.3.1 a separate agreement between CYCLE 8 and the appropriate C8 USER (Seller); and

3.3.2 a separate agreement between CYCLE 8 and the corresponding C8 USER (Buyer).

3.4 C8 USERS shall:

3.4.1 keep the access data confidential, not to communicate or disclose such data to third parties (including without limitation other individuals within its organization, company or legal entity) and to protect its access data against intentional or accidental notice by third parties. No third party must be enabled to use the access data.

3.4.2 to inform CYCLE 8 immediately if the C8 USER has reason to assume that a third party has become aware of its access data or has indications of any form of unauthorized use of access data; and.

3.4.3 not provide access to the WEBSITE to third parties under the C8 USER's account.

3.4.4 refrain from any form of unauthorized use of the WEBSITE or the C8 CONTENT, including but not limited to attempts made to overcome or circumvent the security mechanisms of the WEBSITE or to otherwise incapacitate them, using computer programs enabling automatic data readouts, as well as using and/or circulating viruses, worms, Trojans, brute force attacks, spam or using other links, programs or procedures that are intended to damage CYCLE 8, the WEBSITE, C8 CONTENT and/or other C8 USERS.

3.4.5 take all necessary and reasonable steps to prevent or limit damage caused by the C8 USER's use of the WEBSITE and the Cycle 8 CONTENT, in particular; (a) arrange the regular backup of its own data outside the WEBSITE; (b) diligently check the information provided via the WEBSITE (including without limitation the results of calculations or computations provided via WEBSITE applications) as the information provided via the WEBSITE only serves as an aid for evaluation, interpretation and assessment by the C8 USER.

4 RIGHTS OF USE

4.1 The C8 USER grants CYCLE 8 the revocable, non-exclusive right to use the information and data provided to CYCLE 8 via the WEBSITE (in particular the information and data entered into the C8 USER profile by the C8 USER) ("C8 USER CONTENT") for the purposes and objectives relating to the business of CYCLE 8 via the WEBSITE, including but not limited to

4.1.1 the right to make the C8 USER CONTENT available and to transmit and to send the C8 USER CONTENT to the public and closed user groups from the places and at the times elected by them through the Internet and any other electronic communications networks by all technical means known at the date hereof, including any wired and wireless transmission ways, and to permit the public and closed user groups to use the C8 USER CONTENT, including the download of the C8 USER CONTENT on their terminals. This includes the right to store the C8 USER CONTENT in databases and electronic communications networks and to exploit the C8 USER CONTENT in on-demand and access services and systems, regardless of the actually used data transmission techniques and regardless of whether any use of such systems involves interim storages and/or simultaneous or successive performances upon individual demand; and

4.1.2 the right to reproduce, modify, alter and store C8 USER CONTENT or parts thereof to the extent necessary for the permitted use by CYCLE 8.

4.2 The C8 USER agrees, at its own expense, to defend and hold harmless CYCLE 8, its officers, employees and licensees from and against any claim, suit, or liability brought by a third party against CYCLE 8 as well as all loss, damage, expense (including reasonable legal costs) that CYCLE 8 suffers for as a result of the breach of these GTU by the C8 USER, including but not limited to patent, copyright, trade secret or trademark infringement.

4.3 CYCLE 8 grants to the C8 USER the revocable, non-exclusive, non-transferable right to use the WEBSITE and the C8 CONTENT for its own purposes, provided that this use complies with the provisions of this GTU and applicable special terms of use as well as with applicable statutory provisions. In case of a withdrawal of the registration – regardless of the reason – the right of use set forth above will be revoked.

4.4 C8 USERS will not be granted any further rights of use to those set out in these GTU. In particular but without limitation, C8 USERS are not entitled to transmit the C8 CONTENT to third parties, nor are they entitled to allow third parties to access C8 CONTENT, nor may they modify or otherwise process such C8 CONTENT, incorporate it into another work, or use it in order to create data-bases and/or information services of their own, unless a corresponding functionality is explicitly provided for this purpose within the WEBSITE.

5 PERSONAL DATA / DATA PROTECTION & PRIVACY

5.1 CYCLE 8 is committed to ensuring that your privacy is protected and any collection, processing or use of your personal data happens in compliance with applicable data protection law (including, but not limited to the German Federal Data Protection Act (“Bundesdatenschutzgesetz” / “BDSG”) and/or the German Telemedia Act (“Telemediengesetz” / “TMG”).

5.2 Use of the WEBSITE as an unregistered user is possible without disclosing personal information. CYCLE 8, however, logs IP address (the Internet address of a user’s computer) to give CYCLE 8 an idea of which part of the WEBSITE is visited and how long a visit lasts. IP addresses are not linked to personal information unless a C8 USER logs in to the WEBSITE.

5.3 CYCLE 8 collects personal information when a C8 USER registers with CYCLE 8 or when such personal information is disclosed by the user via the WEBSITE. The necessary information for registration is visible in the digital registration form on the website.

5.4 Like many other commercial websites, the WEBSITE may use a standard piece of technology called a “cookie” to collect information about how the site is used. A cookie is a small file which asks permission to be placed on a computer’s hard drive. Once the user has agreed (or has set its browser settings to accept cookies without express agreement), the file is added, and the cookie helps analyse web traffic or lets the user when a particular site is visited. CYCLE 8 uses traffic log cookies to identify which pages are being used. This helps CYCLE 8 to analyse data about webpage traffic and improve the WEBSITE in order to tailor it to customer needs. CYCLE 8 uses this information for statistical analysis purposes, and then the data is removed from the system. A cookie in no way gives access to a user’s computer or any information about the user, other than the data the user chooses to share with CYCLE 8. Users may choose to accept or decline cookies. Most web browsers automatically accept cookies but can usually be modified to decline cookies. This option may prevent a user from taking full advantage of the website.

5.5 CYCLE 8 will always give a user the opportunity to “opt-in” of receiving direct marketing or market research information. This means that CYCLE 8 will require a user’s affirmative action (e.g.,

clicking a checkbox) to indicate your consent before information is used for purposes other than the purpose for which it was submitted.

5.6 CYCLE 8 uses personal information to fulfil requests for certain products and services, to provide and to the extent permitted to personalise the experience on the WEBSITE and, in case of user's "opt-in" to send direct marketing information or to contact a user for market research.

5.7 CYCLE 8 will not sell, distribute or lease user's personal information to third parties unless this is permitted under a user's valid consent or CYCLE 8 is required or permitted by law to do so.

5.8 CYCLE 8 safeguards the security of the personal data collected, processed or used with physical, electronic and managerial procedures. In certain areas of the WEBSITE industry-standard, SSL-encryption may be used to enhance the security of data transmissions. While CYCLE 8 strives to protect user's personal information, it cannot ensure the security of the information transmitted, and users are urged to take every precaution to protect personal data when on the Internet.

5.9 Under applicable data protection law, users are entitled to obtain information on the personal data collected, processed and used by CYCLE 8 and to have incorrect or incomplete personal data corrected. C8 USERS may also correct their registration data by accessing their profile on the WEBSITE. For inquiries regarding your personal information, please contact us either via email contact@cycle8.ch or by one of the means of contact displayed on the WEBSITE.

6 LIABILITY AND LIMITATION OF LIABILITY

6.1 CYCLE 8 shall not be held liable for third party content, nor shall it be liable for any damages or other failures resulting from any defects of the C8 USER's software or hardware or their incompatibility with the WEBSITE; CYCLE 8 shall also not be liable for damages resulting from the fact that the Internet was not available or malfunctioning.

6.2 Apart from that, CYCLE 8 shall be held liable only under the following circumstances, regardless of the legal grounds:

6.2.1 If one of its legal representatives or executives or other vicarious agents has acted intentionally or grossly negligently;

6.2.2 In the event of any culpable breach of an essential contractual duty or delayed performance or the impossibility of performance, in each case based on the respective merits. The expression "essential contractual duty" describes a duty in the abstract, the fulfillment of which is an essential prerequisite for the due implementation of CYCLE 8's obligations, and that is a duty on whose fulfillment the respective other party can rely as a general rule.

6.3 In the event of liability pursuant to Clause 6.2.2, for financial losses and damages to property, this shall be limited to the amount of the typically foreseeable loss.

6.4 The above limitations of liability do not apply to cases of mandatory statutory liability, in particular liability under product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb or health.

7 MODIFICATIONS OF TERMS OF USE

7.1 CYCLE 8 reserves the right to amend provisions of this GTU and applicable special terms of use that are minor in scope or nature, and to do so without citing any reasons, provided such modifications do not lead CYCLE 8's obligations as a whole are being restructured. CYCLE 8 will communicate, by e-mail or within the WEBSITE, the modified conditions at least two weeks prior to the effective date. C8 USERS who do not object in text form (letter, e-mail, fax) to the modification

within four weeks after the receipt of the e-mail or their notice of corresponding CYCLE 8 communication within the WEBSITE will be deemed to have accepted the respective modification. CYCLE 8 will specifically indicate the possibility of objecting to the modification and the consequences of above deadline.

7.2 If the C8 USER objects to the new (modified) GTU or applicable special terms of use, CYCLE 8's request to so modify them will be deemed to have been rejected. The agreement will then be continued without the proposed modification. CYCLE 8's right to withdraw the registration or the C8 USER's right to terminate the registration remains unaffected.

8 MISCELLANEOUS

8.1 The use of the WEBSITE and the C8 CONTENT requires the use of special technical systems such as end-user devices, software programs, transmission networks, telecommunications and other services provided by third parties, all of which may entail further costs. CYCLE 8 does not provide such end user devices, software programs, communication channels, telecommunications services or other services and therefore will not assume any liability for such services provided by third parties.

8.2 Any addition, amendment of this GTU or applicable special terms of use as well as individual agreement deviating from this GTU or applicable special terms of use must be in written form (on paper and signed) to be valid. This shall also apply to any waiver of this written form requirement.

8.3 The rights and duties under the C8 USER's registration may only be transferred with the prior written consent of CYCLE 8.

8.4 The registration does not authorize either of the parties to make any legally binding declarations on behalf of both parties together, or on behalf of the respective other party, nor does it authorize them to place the respective other party under any obligation or to represent it in any other way.

8.5 Should any individual provision of these GTU or applicable special terms of use be of no effect, as a whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision will be deemed replaced by that provision that is legally effective and comes closest, in the common understanding, to the commercial intent and purpose of the invalid provision. The same applies to any unintentional omission.