

Terms of Use

for the Online Training Portal “ChocoGenius”, provided by Bühler AG, CH-9240 Uzwil.

I. General Terms

The access and the use of the online training portal ChocoGenius (hereafter “Training Portal”) are subject to the following Terms of Use (hereafter “Terms of Use”). With the use of the Training Portal you agree to the Terms of Use. The Training Portal is provided by Bühler AG (hereafter “Bühler”). It provides an understanding and experience in handling the equipment of Bühler as well as the associated manufacturing process. The Training Portal does not claim completeness, topicality and effectiveness. Bühler reserves the right to adapt these Terms of Use either completely or partially at its sole discretion any time and without prior notice.

II. Copyrights and Rights of Use

All copyrights and rights of use for the Training Portal remain with Bühler or possible licensors. Any content – also in extracts – may only be reproduced and/or passed on to third parties with the express written consent of Bühler. In particular, the Training Portal (or parts of it) may not be decompiled or reconverted into the source language, changed or used for the production of derivatives.

Any commercial use, reproduction or distribution is prohibited. All rights of use which are not explicitly mentioned remain with Bühler.

III. Service License

Bühler grants to you a non-exclusive, non-transferable license (hereafter “Service License”) to use the Training Portal specified as follows:

- a) A Service License will be granted for your entity for a defined numbers of individual persons registered at the Training Portal. If the Customer has several subsidiaries which also plan to make use of the Training Portal, a Service License for each entity has to be purchased (hereafter “Licensed Entities”).
- b) The Customer will use the Training Portal solely for Licensed Entities consistent with the use limitations specified in the Order, this Terms of Use, the Privacy Policy and the Documentation. The Customer may not sublicense, rent or lease the Training Portal for third-party training, commercial time-sharing or service bureau use.

Customer may not assign or transfer the Service License to an Affiliate separate from Licensed Entities without the prior written consent of Bühler. Bühler shall not unreasonably withhold or delay such consent.

A Service License for the Training Portal is offered against payment of the annual subscription fee (hereafter “Fee”) as defined in the quotation. The Training Portal is charged on an annual basis unless the Service License is terminated by any either party by giving three months’ notice as per the end of each calendar year.

Bühler may audit your use of the Training Portal at any time. If an audit reveals that you have underpaid fees to Bühler, you shall be invoiced for such underpaid fees. Audits shall be conducted no more than once annually.

IV. Liability and Warranty

Bühler does not accept any guarantee, neither expressly nor implicitly, for correctness, completeness and topicality of the information and contents provided on the Training Portal. Furthermore, Bühler does not accept any guarantee for the results which can be achieved through the use of the information provided on the Training Portal.

Bühler does not accept any guarantee for events lying outside of the sphere of influence of Bühler. In particular, Bühler does not accept any guarantee for the (open-source-) software used in connection with the Training Portal, neither for its functionality nor for the smooth running of it. Bühler does also not accept any guarantee for events which are in whole or in part due to your own fault. Furthermore, is the interoperability with your devices or the combination with any data, systems and programs not guaranteed.

Neither Bühler nor any third party involved in the production of the Training Portal are liable for damages arising from the access or the use or the impossibility of access or use or from your reliance on information provided on the Training Portal.

V. Data Protection

Regarding the collection of any personal data and the protection of it we refer to our Privacy Policy which applies when using ChocoGenius. The Privacy Policy can be found on the Training Portal.

VI. Secrecy

You undertake to keep secret all confidential information which Bühler provides you directly or indirectly in both oral or written form (in particular, but not exclusively, such information includes business and manufacturing secrets, plans, drawings, formulas, research results, hereafter "Confidential Information") and to only make available to those employees or third parties who must have access to the Confidential Information for the implementation of the project and who have submitted to the same secrecy provision as stated in this clause while ensuring the submission even after termination of employment or other contractual relationship. You shall treat Confidential Information with the same care as your own confidential information, but at least with attention of a diligent businessman. All Confidential Information provided remain the property of Bühler. The obligation of secrecy begins with the receipt of Confidential Information and ends ten years after the end of the exchange of information. Bühler can demand at any time to immediately surrender or irretrievably destroy the received Confidential Information and copies, if any made.

VII. Access to the Training Portal / Access data

Only those people who are registered as individual users on the Training Portal are authorized to participate in training. You are obliged to keep access data confidentially, to protect them from unauthorized access by any third party and to ensure that the access data are not used by other persons without your authorization. You have to inform Bühler immediately if you gain knowledge of a breach of security or an unauthorized use of access data or if this seems possible. You will be liable for any unauthorized access.

You are responsible for any content of any kind entered and uploaded on the Training Portal. In particular, you have to ensure that no property rights of any third party will be infringed by the use of pictures and videos and other copyrighted works. Any use which endangers the security or the morality must be avoided, the capture of illegal or vulnerable content is prohibited. In case of

breach against these obligations, Bühler will withdraw your access to the Training Portal with immediate effect.

VIII. Applicable law / Jurisdiction

These Terms of Use are governed by Swiss law. Place of Jurisdiction for any dispute arising out of or in connection with the Terms of Use is exclusively Bühler's head office located at CH-9240 Uzwil.

Bühler AG

Version May 2017