

# General Terms and Conditions

Symbolon AG, Tristelstrasse 33/1, FL-9497 Triesenberg, Fürstentum Liechtenstein

## I. General Regulations

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### 1 Scope and validity

1.1 These general terms and conditions regulate conclusion, content and handling of contracts in the business areas coaching, consulting, training, e-learning personality profiles, books, learning documents and special productions between the customer (in the following called "customer") and the SYMBOLON AG (in the following called "SYMBOLON"), in particular for providing coaching and digital profiles of the SYMBOLON. Expressly with these general trading conditions are also regulated conclusion, contents and completion of contracts, which are transacted over the personality profile "Symbolon Profile" under symbolon-profile.com of the SYMBOLON.

1.2 The GTC are an integral part of all offers and contracts between the customer and SYMBOLON. Additional agreements, changes or additions of the AGB attain only with written confirmation effectiveness.

### 2 Fee agreement

2.1 Fees apply according to the offer. Travel time will be charged at half the hourly rate.

2.2 Unless otherwise stated, all prices are exclusive of VAT. Should the extent of the services to be rendered exceed the offered extent, for example due to the complexity, the novelty, the value or the necessity to keep certain periods, SYMBOLON will try to agree an adequate additional compensation with the customer.

2.3 SYMBOLON reserves the right to change or adjust its prices and services at any time.

### 3 Additional costs

3.1 Travel and subsistence expenses, communication and material costs, room costs and secretarial expenses shall be charged separately. Travel expenses train 1st class, car CHF -.90/km.

### 4 Terms of payment

4.1 The prices valid on the day of the order are used for invoicing. The prices of the SYMBOLON understand themselves exclusive of all taxes like e.g. value added tax and taxes, exclusive forwarding expenses as well as without discount deduction and in Swiss francs (CHF). The forwarding expenses are particularly proven with the order.

4.2 Symbolon AG charges its services in CHF. Companies outside Liechtenstein and Switzerland are not charged VAT, the Reverse Charge System applies. All services can be paid in EUR. The conversion rate is based on the respective monthly mean rate of the Swiss Federal Tax Administration: <http://www.estv.admin.ch/mwst/dienstleistungen/00304/00308/00692/index.html?lang=en>

4.3 Invoicing shall be made for one third of the entire project upon contract agreement. Monthly billing for services rendered. Translations will be invoiced separately.

4.4 In general invoices of SYMBOLON for services/deliveries from contractual relations are to be paid within 10 days after invoicing.

4.5 Non-compliance with the payment date triggers without explicit reminder default of payment and the SYMBOLON has claim to 8% default interest as well as replacement of all reminder, collection, lawyer and court costs as well as the further damage.

4.6 Up to the complete payment of the purchase price products remain property of SYMBOLON and may neither be pledged, nor transferred as security.

4.7 SYMBOLON is entitled to demand advance payment or other security at its own discretion.

4.8 The customer is not permitted to offset claims.

4.9 If the terms of payment are not kept, SYMBOLON can stop the services immediately.

### 5 Change of address, necessary information

5.1 The customer leaves to the SYMBOLON all data necessary for the services in accordance with the contract. The customer informs the SYMBOLON of possible address changes and other necessary information immediately.

## II. Procurement of goods

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### 6 Conclusion of the contract

6.1 The information about services of SYMBOLON stated in price lists, catalogues, advertising media, etc. do not represent offers. Conclusions of contracts come off only by written confirmation of order of the SYMBOLON.

6.2 The customer's order constitutes an offer. A contract comes off only after acceptance by the SYMBOLON. An order confirmation does not represent an acceptance of the offer, but serves only the information about the receipt of the offer provided by the customer. A congruent declaration of intention and the legal validity of the contract connected with it comes only with the confirmation of order to conditions.

6.3 An online order is only possible if all mandatory fields marked with \* in the order form are filled out. If information is missing or SYMBOLON cannot comply with the order, the customer receives a notification. Before the final sending of the order the customer receives the possibility to correct his order. The customer receives supporting detailed information directly in the course of the order process. As soon as the ordering process is completed, the customer is informed about it by an information window "Your order is completed". This represents still no acceptance of the offer of the customer by the SYMBOLON..

6.4 If with later order/contract changes additional costs are connected for the SYMBOLON, these carry the customer according to the approaches of the SYMBOLON valid at that time.

### 7 Delivery

7.1 If nothing else is agreed upon during the conclusion of the contract, SYMBOLON delivers the ordered goods within ten days. The SYMBOLON is entitled to exceed the agreed dates and delivery periods by up to two weeks. Only after expiry of this period may the customer withdraw from the contract after setting a reasonable grace period.

7.2 SYMBOLON is not responsible for delays in delivery caused by incorrect, incomplete or subsequently changed data and information by the customer and cannot lead to the delay of SYMBOLON. This also applies to periods in connection with the handling of warranty or guarantee cases and other services. Any resulting additional costs shall be borne by the customer. SYMBOLON is entitled to carry out partial deliveries and/or to put partial invoices with orders, which comprise several articles.

7.3 Operational disturbances, in particular non-supply and/or delayed supply by contracting parties of SYMBOLON and events of force majeure as well as other delivery delays, which are not to be represented by SYMBOLON, entitle the SYMBOLON under exclusion of challenge of error, non-fulfilment and compensation claims of the customer to the extension of the delivery periods by

- three weeks or, with beyond that permanent obstacles to performance, to the cancellation of the contract.
- 7.4 The dispatch of products by the SYMBOLON takes place at the expense and risk of the customer. Damage must be reported to the carrier upon receipt of the goods. The danger with products, which are delivered by the SYMBOLON and installed on site, goes over at the latest with delivery on the customer.
- 7.5 Complaints concerning execution and quantity of the delivery are to be asserted within 7 days after receipt of goods in writing at SYMBOLON, otherwise the delivery is considered approved.

### **III. Special provisions for consumers**

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#### **8 Exclusion of the right of withdrawal**

- 8.1 For goods which are manufactured according to customer specifications or are clearly tailored to personal needs, there is no right of withdrawal for goods which are delivered sealed and are not suitable for return for reasons of health protection or hygiene, the right of withdrawal lapses if the goods have been unsealed after delivery.
- 8.2 For sound or video recordings such as CDs, DVDs etc. as well as for computer software delivered in a sealed package, the right of withdrawal shall lapse if the goods have been unsealed after delivery.
- 8.3 The right of withdrawal does not apply to goods which, due to their nature, have been inseparably mixed with other goods after delivery.

### **IV. provider services**

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#### **9 Services and support**

- 9.1 The SYMBOLON offers services of all kinds within the ranges Coaching, consultation, training courses, E-Learning and makes its services available in the context of the respective contract and the resources available operationally.

#### **10 Communication with the Provider**

- 10.1 The customer informs the SYMBOLON by e-mail, by telephone or about the inquiry mask on the homepage of the SYMBOLON which services he wishes.
- 10.2 The contract comes off if the SYMBOLON confirms the customer his order by e-mail to the customer.

#### **11 Obligations of the customer**

- 11.1 The services of SYMBOLON are intended for private customers exclusively for the usual private customer use, with business customers exclusively for the usual business customer use. With injury of these regulations the customer has to hold the SYMBOLON harmless and without complaint.
- 11.2 The customer is responsible for the right and contract-conform use of the services referred by the SYMBOLON.
- 11.3 In particular, the following shall be deemed to be contrary to law or contract:
- Unfair mass advertising (spam)
  - Harassing or disturbing third parties
  - Obstruction of third parties in the use of telecommunications services
  - Intrusion and attempted intrusion into third-party systems (hacking)
  - Spying on other Internet users or their data
  - Fraudulent attacks (phishing)
  - Damage to or endangerment of the infrastructure or the equipment of third parties by harmful software
  - Transmitting or making available illegal content

- 11.4 If there are signs of an illegal or contrary to contract use, the customer is obliged to give SYMBOLON information about the use.
- 11.5 The customer is obliged to keep passwords, identification codes, login data etc. safe and not to make them accessible to anyone.
- 11.6 The customer is responsible for his own hardware and software components (including programs and PC configuration).
- 11.7 The customer protects his infrastructure and data against unauthorized access by third parties. It shall take measures - in accordance with the state of the art - to prevent its infrastructure from being used for the dissemination of illegal or otherwise harmful content (in particular unfair mass advertising (spam), fraudulent messages (phishing mails), fraudulent websites (e.g. fake login pages), harmful software (viruses, Trojan horses, worms, etc.).
- 11.8 SYMBOLON does not assume any responsibility for damages that arise because the customer has not complied with the aforementioned obligations or has acted contrary to law or contract. The customer has to hold the SYMBOLON in this connection harmless and without complaint. In addition, SYMBOLON may claim damages in such cases.

### **V. Guarantee, Warranty & Liability**

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#### **12 Warranty (German)**

- 12.1 The guarantee for the products delivered by SYMBOLON is based on the guarantee defined by the manufacturer. It is a maximum of 24 months from the date of delivery. SYMBOLON will repair or replace free of charge any parts that become defective or unusable within the warranty period as a result of bad material, faulty construction or defective workmanship, provided that this is covered by the manufacturer's warranty.
- 12.2 For the assertion of guarantee claims the customer has to deliver the complained about product under enclosure of an invoice copy with the SYMBOLON or to send on his costs to the SYMBOLON. In the case of the sending in of a complained product the costs for the dispatch to the SYMBOLON as well as the risk of a possible loss carry the customer.
- 12.3 The warranty covers the necessary parts without the working time. Each further requirement opposite the SYMBOLON, in particular compensation or resignation from the contract, is impossible. The guarantee does not cover damages resulting from disregard of operating instructions as well as damages resulting from other reasons, the cause of which does not lie with SYMBOLON.
- 12.4 A program error covered by warranty only exists under the following conditions:
- the defect must be documentable and reproducible and
  - when used in accordance with the intended purpose on the designated computer system and under the conditions of use and operation defined in the instructions, the fault causes a deviation in functions and performances which cancel or considerably reduce the application for the intended use.
- 12.5 The customer is obliged to inform SYMBOLON immediately of any defects occurring during the guarantee period. SYMBOLON does not assume any liability for damages resulting from delayed notification of defects.
- 12.6 Apart from the warranty services described above, any further warranty obligation is completely waived by SYMBOLON.

### **13 warranty**

- 13.1 The statutory warranty provisions shall apply. The warranty period is 24 months. The statutory warranty obligations of SYMBOLON are not restricted by any guarantee granted.
- 13.2 The customer has to indicate SYMBOLON disturbances or lack as fast as possible.
- 13.3 No warranty claims may be made for products which
- through improper use, non-observance of user instructions in the operating instructions supplied together with the product or through the operation of the contract goods together with such devices or programs whose compatibility SYMBOLON has not expressly agreed to in writing;
  - by defects due to changes of the product, which were not made by SYMBOLON;
  - by repair attempts of third parties, i.e. not by SYMBOLON or service partners named by SYMBOLON;
  - due to improper transport or improper packaging when returning the product to SYMBOLON;
  - due to improper handling or due to mechanical stress or influence (e.g. by dropping, impact, high pressure or similar); or
- 13.4 If SYMBOLON provides free additional services, the customer has no fulfilment or warranty claims on it. The SYMBOLON is entitled to stop services provided free of charge, to change them or to offer them only against payment. In such a case SYMBOLON will inform the customer in time.

### **14 liability**

- 14.1 SYMBOLON is liable for the direct and direct damage from the contractual relationship caused by it or by a third party commissioned by it if it does not prove that neither it nor commissioned third parties are at fault, whereby any liability for slight negligence - except in the case of personal injury - is excluded.
- 14.2 The liability of SYMBOLON for indirect, indirect or consequential damages, loss of profit, loss of data, damages as a result of downloads is - as far as legally permissible - excluded in any case.
- 14.3 The customer is aware that even with careful software development and maintenance errors can creep in, so that SYMBOLON cannot be responsible for the complete achievement of all hoped for goals.
- 14.4 SYMBOLON is not liable for security deficiencies and operational failures of third-party companies, e.g. providers with whom it cooperates or on whom it is dependent.
- 14.5 Furthermore, SYMBOLON is not liable for force majeure, improper action and disregard of risks on the part of the user or third parties, excessive strain, unsuitable operating resources of the user or third parties, extreme environmental influences, interventions of the user or disturbances by third parties such as viruses, worms, etc., which happen despite the necessary current safety precautions.
- 14.6 SYMBOLON shall not be liable for any damages incurred by the customer because the password has been passed on and unauthorised persons have thereby gained access, for example to the website or to their e-mails. SYMBOLON assumes no liability for damages incurred by the customer, for example, through the content of its website or through the transmission of the relevant information on the Internet.

## **VI. final provisions**

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### **15 Access and confidentiality**

- 15.1 The contracting parties shall treat as confidential all facts which are neither obvious nor generally accessible. In case of doubt, facts must be treated confidentially and there is a mutual obligation to consult. This obligation to maintain secrecy also exists before the conclusion of the contract and also after termination of the contractual relationship.

### **16 Copyrights and rights of use**

- 16.1 The SYMBOLON retains copyrights and exploitation rights at the software and documents developed by itself incl. books, handouts etc.. All copyrights to the agreed services (programs, documentations, etc.) are the exclusive property of SYMBOLON or its licensors. SYMBOLON grants the customer a non-exclusive (simple) right of use to the product after payment of the agreed remuneration, which refers only to the documents specified in the contract and to the acquired number of licenses.
- 16.2 The contract in question merely acquires a work use permit. Distribution by the customer in any form whatsoever is expressly prohibited. Any violation of SYMBOLON's copyrights shall result in claims for damages. The customer is permitted to make copies for archiving and data backup purposes on the condition that the software does not contain any express prohibition by the licensor or third parties and that all copyright and ownership notices are transferred unchanged into these copies.
- 16.3 If SYMBOLON uses the software of third parties, all rights remain with the third parties, unless there is a different agreement between the third parties, the service provider and/or the customer. The license terms of the respective software manufacturer and, if applicable, the additional terms of SYMBOLON apply. For Open Source programs, the respective license terms apply.
- 16.4 If the customer uses self-developed software or software from third parties, the copyright remains with the customer or the third party. The customer places the SYMBOLON free from copyright claims of third parties from the software concerned.
- 16.5 All documents, including the translation, training documents and advertising material, may not be reproduced, copied, duplicated or distributed in any form, in whole or in part, without the written permission of Symbolon. In particular using electronic systems. The potential analyses with the Symbolon Method® and the works of art and images used therein may never be applied as individual areas, but only using the Symbolon Profile program offered by Symbolon. Each customer must complete the entire Symbolon Profile online or the entire Symbolon Profile Intensiv in writing in the original booklet. The use of pictures from a Symbolon profile or other documents published by Symbolon is prohibited without written permission.

### **17 data protection**

- 17.1 When handling data, SYMBOLON complies with the applicable legislation, in particular with regard to EU/EEA citizens and legal entities located in the EU/EEA region, as well as with the data protection law applicable in the EU/EEA.
- 17.2 **The SYMBOLON collects, stores and processes only data that are needed for the provision of its services, for the handling and care of the customer relationship, namely the guarantee of a high service quality, for the security of operation and infrastructure as well as for invoicing. The data will not be passed on to third parties.**

17.3 SYMBOLON guarantees to provide the customer with the following information upon request:

- Information about whether and which data are processed with regard to the customers,
- Information on the legal basis on which SYMBOLON is based, and
- Information on the duration of the storage or, if this is not possible, information on the criteria for determining the duration.

17.4 The customer has against the SYMBOLON furthermore a right on correction and/or deletion of his personal data processed by the SYMBOLON, a right on restriction of the processing, a right of objection against the processing as well as a right on transferability of his data in accordance with the relevant regulations of the European data protection basic regulation (DS-GVO) and/or the Liechtenstein data protection law (DSG), in each case in the valid version.

17.5 Should the data of the customer be further processed for another purpose, SYMBOLON guarantees to provide the customer with new information according to art. 13 and 14 DS-GVO on their request.

17.6 SYMBOLON guarantees that the transmitted data and information will be processed in accordance with the applicable legal standards.

**17.7 The customer agrees that SYMBOLON collects, stores, processes and transmits personal and company-related data within the scope of the legal provisions, as far as this is necessary for the execution of the contract, as well as for advertising and marketing purposes (e.g. for the purpose of sending newsletters).**

**17.8 The customer is entitled to revoke his consent according to point 26.8 at any time by sending an e-mail to office@symbolon.com . However, the revocation does not affect the legality of the processing of his personal data on the basis of his consent until revocation.**

**17.9 The customer declares with indication of his telephone number and his electronic postal address expressly that he agrees to receive from SYMBOLON telephone calls and electronic mail (e-mails) for advertising and marketing purposes, in particular for purposes of sending offers and newsletters with product-related information and advertising materials as well as promotional information about the company. This declaration of consent is valid beyond the agreed or actual term of the contract, but may be revoked at any time.**

17.10 If the client comes to the conclusion that his personal data have been or will be illegally processed, he has the right to complain to the Liechtenstein Data Protection Authority, Städtle 38, 9490 Vaduz.

## **18 Assignment, transfer and pledging**

18.1 Rights and obligations arising from the contractual relationship and the contract as a whole may not be assigned, transferred or pledged in whole or in part to third parties without the prior written consent of the contractual partner. This consent shall not be withheld without cause.

## **19 Severability clause**

19.1 The possible total or partial invalidity and unenforceability of individual provisions of these GTC shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the provision to be replaced. This also applies to gaps in the contract.

## **20 Written form, place of jurisdiction and applicable law**

20.1 Amendments and/or supplements to the contract must be made in writing in order to be legally effective, unless otherwise stipulated in this contract. The same applies to the departure from this formal requirement. There are no verbal side agreements.

20.2 The contract is subject to Liechtenstein law to the exclusion of the conflict of laws rules. Place of jurisdiction is at the seat of SYMBOLON. Mandatory jurisdictions remain reserved.