

# USER LICENSE AGREEMENT

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE USING OUR SERVICE. BY LOGGING INTO OUR WEBSITE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

GBC Solutions AG (CH-170.3.037.736-7) ('GBC') owns and operates the "www.pcc-tool.ch"- Service (the 'Service' or 'Services' or 'Software') including all subdomains and aliases. The Services are provided as an online product cost calculator accessed via the site "www.pcc-tool.ch", all subdomains and aliases and its associated country domains (The 'Sites'). These Sites may be accessed via links or materials from other websites, intranets and other materials. In all cases, the Service will remain identifiable based on the Sites URL (website address "www.pcc-tool.ch" or it's associated country domains and aliases, its Sites).

A User ('User' or 'Users' or 'Customer' or 'You') is anyone who officially received login credentials to the Service either from GBC Solutions AG directly or from an authorized representative.

IF YOU RECEIVED LOGIN CREDENTIALS WHICH ARE NOT OFFICIALLY ASSIGNED TO YOU, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND YOU MAY RENDER YOURSELF LIABLE TO PROSECUTION. PLEASE REQUEST AN OFFICIAL ACCOUNT EITHER FROM GBC OR YOUR COMPANY REPRESENTATIVE.

## Data Protection

Within the pcc-tool, we may store personal data in the form of your (usually corporate) email address and within your user account credentials (username, password). The information has been provided by your company representative who also requested us to store this information.

The company holding your information is:

GBC Solutions AG  
Fabrikstrasse 5  
CH-6330 Cham

The data is stored on the server host of our choice:

ServerBase AG  
Feldstrasse 80  
CH-8180 Bülach

We have no intention to use your personal data and you have the right and ability to anonymize your personal data yourself (especially email address and password) anytime in your user profile. Please contact us to change your username and we will do so immediately. Our database has a state-of-the-art backup solution, so after changing your personal data, the information is completely deleted after the backup period of approx. 30 days.

From time to time, we inform our users about software updates that may require your attention (e.g. deleting your cache storage or reload the webpage with F5) and/or sent system generated emails (mainly for security purposes) to assure full functionality of our software solution. You can change your email address within your user profile to avoid receiving such emails or inform us by email to assist you (email: [info@gbc-solutions.com](mailto:info@gbc-solutions.com)). By agreeing with our "Terms & Conditions", you authorize GBC Solutions AG to sent you emails related to the pcc-tool (Opt-In).

## Use of cookies

Our pcc-tool uses cookies to analyze user activities and to enable us to improve the user experience. We also use cookies to track compliance with our "Terms & Conditions". If you continue to use the pcc-tool, you agree to our use of cookies. Do not hesitate to contact us to discuss your questions about our use of cookies.

## Single User License

GBC Solutions AG and its suppliers are not selling the ownership of the Service but grant to the Customer a nonexclusive, nontransferable and temporary license to use the Service solely as a single user.

EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, CUSTOMER SHALL NOT: SHARE THEIR OWN LOGIN CREDENTIALS WITH OTHERS; COPY, IN WHOLE OR IN PART, SERVICE OR DOCUMENTATION; MODIFY THE SERVICE; REVERSE COMPILE OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SERVICE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SERVICE.

Customer agrees that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of GBC. Customer agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of GBC. Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to software and documentation shall remain solely with GBC.

## LIMITED WARRANTY

THE SERVICE IS PROVIDED AS IS. IN NO EVENT WILL GBC OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE EVEN IF GBC OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GBC IS NOT PROVIDING ANY GUARANTUEE FOR AN ERROR FREE CALCULATION NOR THE ACCURACY OF THE CALCULATED RESULTS NOR THE PROVIDED DATA.

GBC Solutions AG excludes all conditions and warranties that may be implied by law. To the extent permitted by law, GBC Solutions AG liability for breach of any warranty or condition (implied or otherwise) which cannot be excluded is restricted, at GBC Solutions AG option, to the re-supply of the relevant Service. The maximum liability of GBC Solutions AG is equivalent to the annual amount you have paid to the Service in respect of goods or Services supplied to you by GBC Solutions AG.

The Services are available to the users with high availability; however, GBC Solutions AG is not able to provide any guarantee for the uninterrupted and trouble-free functionality of their services. Service interruptions as a result of maintenance works shall be reserved. GBC Solutions AG provides no assurance or guarantee for the quality, availability or support of the service.

## Your Conduct

As a condition of your use of the Service or any Service provided by GBC Solutions AG, you warrant to GBC Solutions AG that you will not use the Service or any GBC Solutions AG Service for any purpose that is prohibited by this agreement or that is illegal or unlawful. You agree to abide by all applicable laws and regulations.

GBC Solutions AG reserves the right at all times to monitor and retain the use of the Service and any information provided on the Service and also disclose this information to satisfy any applicable law, regulation, legal process or governmental request.

## Username and Password

You must ensure that your Credentials remain confidential at all times since you are entirely responsible for all activities which occur under your username and password. You undertake to keep passwords, codes or other access data to GBC Solution AGs Services in safe custody and not to make them available to third parties.

You must notify GBC immediately if you become aware of any unauthorized use of your Credentials. Each username and password must be used by a single user and is not transferable. Automated scripting tools or software are strictly prohibited on the Service and detection will result in your account being cancelled immediately.

## License Grant & Restrictions

GBC Solutions AG hereby grants you a non-transferable, worldwide license to use the Service, solely for your own business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by GBC Solutions AG. You may not access the Service if you are a direct competitor of GBC Solutions AG, except with prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or Service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your legitimate business purposes.

You are free to leave the Service and discontinue the use of our Service at any time. GBC Solutions AG has the right to terminate the Service or your account at any time without prior written notification. Any paid fees are not subject to refunds. The assigned license is temporary and GBC will terminate the license at the expiration date agreed in the relevant licensing contract.

## Intellectual Property

GBC Solutions AG alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the GBC Solutions AG Technology and Services, the Content entered, and any submitted suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the GBC Solutions AG Technology or the Intellectual Property Rights owned by GBC Solutions AG.

## Copyright

The material provided on the Service is protected by intellectual property laws including copyright law and trademark law. No part of it should be reproduced, adapted or communicated without the written consent of the copyright owner. You may only use information for your own personal reference and the information found on the Service may not otherwise be used, copied, reproduced, published, stored in a retrieval system, altered or transmitted in any form or by any means in whole or part

without the prior written approval of GBC Solutions AG. You may not use any part of the information on the Service to establish, maintain or provide, or assist in establishing, maintaining or providing your own publications, Internet site or other means of distribution.

## Trademarks

Selected logo's and names are registered trademark of GBC Solutions AG. Other trademarks may be displayed on the Service and Sites from time to time. These may belong to third parties. Nothing displayed on the Service should be construed as granting any license or right of use of any logo or trademark displayed on a website, without the express written permission of the relevant owner.

## Indemnity

You indemnify and release GBC Solutions AG and its directors, employees, agents, contractors, and affiliates from and against any claims, demands, proceedings, losses and damages of every kind and nature including reasonable solicitor's fees, made by you or any third party due to or arising (whether directly or indirectly) out of your breach of these Terms and Conditions of Use.

## Updates to Site(s)

GBC Solutions AG may from time to time and at any time change or discontinue any feature of the Service including content, hours of availability and equipment required for access. GBC Solutions AG may from time to time change and update this agreement at any time. Updated versions of this document will be posted on the Service. You are responsible for ensuring that you regularly review the Service and these Conditions of Use. Your continued use of the Service after any such changes are made will be deemed to constitute your acceptance of those changes.

## Breaching this Agreement

GBC Solutions AG may suspend your use of, or access to, the Service at any time where, in the opinion of the GBC Solutions AG, it is deemed that you have breached this agreement. If a mutual agreement cannot be reached as to further use, this may result in termination of your account at the discretion of GBC Solutions AG. If this happens we may notify you by email. If your use of the Service is cancelled: (i) you are no longer authorized to access the Service; (ii) you will continue to be subject to and bound by all restrictions imposed on you by this agreement; and (iii) all licenses granted by you and all disclaimers by GBC Solutions AG and limitations of GBC Solutions AG liability set out in this agreement or elsewhere on the Service will survive.

Without limiting other remedies available to GBC Solutions AG at law, in equity or under this agreement, we may, in our sole discretion, immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our Service to you if: (i) you breach this agreement; (ii) we are unable to verify or authenticate any information you provide to us; or (iii) we believe that your actions may cause legal liability to you, Service Users or GBC Solutions AG.

## Warranty

You agree to accept sole responsibility for the legality of your actions. You agree that GBC Solutions AG and all affiliates and related entities of GBC Solutions AG have no responsibility for the legality of the actions of users of the Service or Site.

## Our Relation

You and GBC Solutions AG are independent and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is created or intended by this agreement or your use of the Service.

## Notices

Except as explicitly stated otherwise, any notices shall be given by email attachment to an email from the associated Service and Site.

## Complaints Policy

GBC Solutions AG attempts to resolve any customer complaints and answer any questions as soon as possible from the first contact made by the customer. Technical complaints and development suggestions are forwarded to our IT Director for consideration in future site updates. These suggestions may not result in future changes to the Service. All other complaints are reviewed by GBC Solutions AG customer support representatives and escalated to a manager for resolution if required.

## Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The contracting parties shall undertake to replace the invalid or unenforceable provision with one which comes closest to the intended purpose of the invalid or unenforceable provision (salvatorian clause).

## Applicable Law

The contract is subject to Swiss law. The place of jurisdiction shall be Zug. Compulsory places of jurisdiction shall be reserved.

This document was last updated on July 22, 2015. End of document.

Author:

GBC Solutions AG  
Fabrikstrasse 5  
CH-6330 Cham  
HR-Eintrag/Registration number: CH-170.3.037.736-7