

1. Area of applicability

The subject matter of these General Business Conditions (Conditions) is the range of information and services offered by Teledata (Teledata Standard and Teledata Solutions), a product line of Orell Füssli Business Information Ltd (hereafter referred to as «OFWI») and its affiliated partner companies. Any separate agreements entered into in writing between OFWI and the customer shall take precedence over these Conditions. The price lists which are valid at the time in question and the provisions pertaining thereto form an integral part of these Conditions.

2. Services provided by Teledata

2.1 Teledata Standard

- a.) Direct access to information published by Teledata Standard on Internet sites offered to customers only.
- b.) Constant access to online databanks. The data processing system is supervised on weekdays from 7 a.m. to 10 p.m. and on Saturdays from 7 a.m. to 12 noon. Outside these operating hours access may be interrupted for maintenance work.
- c.) Regular updates of the information provided in a rhythm to be determined by OFWI.

2.2 Teledata Solutions (client-specific information)

Teledata Solutions provides the client the option of ordering, whether online or by other appropriate means of communication, extracts from the online information offered, special information selections, newly researched information or a combination of these options.

2.3 Client service (Helpdesk)

OFWI provides the client with a Helpdesk which can be reached by telephone or by email on workdays from Monday to Friday from 8 a.m. to 5:30 p.m.

3. Client obligations

3.1 Prices

The customer undertakes to pay OFWI the prices stipulated on the price list applicable at the time of subscription for information and services provided. In the event of non-payment, access to information may be blocked, whereby all outstanding payments are still owed until the expiry of the contract. OFWI reserves the right to charge 8% p.a interest on arrears and/or following a grace period to terminate the contract with immediate effect and without any claim to reimbursement on the part of the customer.

3.2 Advance payments

A client acquiring information units (IU) in the form of an annual subscription quantity in return for advance payment will be credited the IU's for a period of 24 months. If a client exceeds the agreed upon annual subscription quantity, the client will be charged for the extra IU's at the originally agreed upon price. No reimbursements for unused information units will be granted in any event.

3.3 Discretion and Right to Use

Only the client, the client's employees and third parties in which the client has a controlling majority shall be permitted to use and exploit the information supplied by OFWI in the Teledata product line in any form whatsoever. Customers who regularly subscribe to information services on behalf of third parties (e.g. trust companies, law offices) and who make reference to this fact when entering into the contract or prior to calling up information shall be permitted to pass on such information to third parties on a non-recurring basis if they at the same time pass on the obligation to observe confidentiality. Any other use of information without obtaining the prior written consent of OFWI shall be deemed to be wrongful use, in particular if information is passed on to further persons who use and exploit such information or if it is used to produce printed or electronic media for distribution. Regarding excerpts from media articles supplied by OFWI as part of the Teledata product line, the following also applies: For the further possible use of any media articles supplied by Teledata the client must obtain the right to reprint from the respective publisher or copyright holder, as OFWI does not dispose of these rights (copyright for press clippings). Press clippings supplied are solely for private use, e.g. for private usage or for company internal documentation and information. In particular, media articles may not be published or in any way made available to third parties (e.g. on an Internet site). The press clippings supplied may not be used to create a publicly accessed media archive nor uploaded to such an archive.

4. Provisions regarding data protection

4.1 Customer data

OFWI stores all data which is necessary to provide its services and issue invoices. OFWI may also use such data for its own marketing purposes.

4.2 Solvency data

In accordance with the Swiss Data Protection Act, data used to check the solvency and creditworthiness of individuals or legal entities may only be obtained by the client if he/she has an adequate interest in obtaining such information. A client's interest in receiving such information is in particular deemed to be adequate if the client requires the data to enter into or handle a contract with a person. Customers whose domicile or place of residence is abroad undertake to comply with the provisions of the Swiss Data Protection Act. They shall in particular be obliged to refrain from passing on information obtained from Teledata to third parties, to allow the persons concerned an independent right to information about such data and to grant the persons concerned the right to have incorrect data rectified. If the personal data is used by the client in any way which does not comply with the provisions in these Conditions or the Swiss Data Protection Act, such use shall be deemed wrongful. If a breach of obligation is discovered, the customer must restore the lawful status and confirm in writing that he/she will in future comply with the provisions regarding data protection within 30 days of a written request to do so by OFWI. If this 30-day period expires and the customer has not complied with the request, then access to the information services offered may be blocked, whereby all outstanding payments until the date of the expiry of the contract are still owed. In such event OFWI may also terminate the contract with immediate effect and without any claim to reimbursement on the part of the customer.

5. Client liability

The customer is liable for any damages resulting from the wrongful use of information and services offered by Teledata.

6. Liability of Orell Füssli Business Information Ltd

Any liability held by OFWI in respect to the accuracy and completeness of the information published or supplied by Teledata in terms of content or presentation is explicitly excluded. In addition, OFWI, in connection with Teledata, explicitly denies any liability regarding links referring to third party websites. OFWI shall not be liable for compensation for damages (including without any reservation damages arising from loss of profit, interruption of operations or business, loss of business information or data or any other financial losses) incurred as a result of use of the services provided by Teledata or which arise because it is not possible to use such services, even if OFWI was notified of the possibility of such damages.

7. Contract period and termination

The contract shall be valid for twelve months. Notice of cancellation must be provided in writing two months prior to the expiry of the contract; failing this the contract period will be automatically extended for a further twelve months. In the event of termination of a contract the client must continue to comply with the provisions regarding data protection as well as with the obligation to pay amounts owed for services rendered.

8. Amendments to General Business Conditions and prices

OFWI is entitled to adjust or supplement the present Conditions and prices at any time. The customer will be notified of any such adjustments or supplements as necessary. Unless an objection is raised within a one-month period, the adjustments and supplements shall be deemed to have been approved. These Conditions come into effect as of January 1st 2009 and shall replace all previous versions.

9. Applicable law and place of jurisdiction

All legal relations between the customer and OFWI are subject exclusively to **Swiss law**. The place of performance, for debt collection procedures (the latter applies only to customers whose registered address or place of residence is abroad) and the **sole place of jurisdiction for all disputes arising out of or in connection with the contract shall be the registered address of Orell Füssli Business Information Ltd.**

Orell Füssli Business Information Ltd

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