

Terms of Use Agreement - AutoForm Helpdesk Platform

Effective Date: September 8, 2016

1. Acceptance of the Terms of Use

1.1 AutoForm Engineering GmbH, a Swiss company together with its affiliated companies (hereinafter collectively referred to as “AutoForm”) provides and makes available the Helpdesk Platform (“Platform”) to facilitate exchange of information between AutoForm and its customers (“User”). All use of the Platform is subject to the terms and conditions contained in this Terms of Use Agreement (the “Terms of Use”). By clicking the “Accept” button, User through its employee agrees to be bound by the terms and conditions of these Terms of Use. If User does not accept the terms and conditions of these Terms of Use, User’s employee shall not access, browse or use the Platform.

1.2 User understands and agrees that AutoForm may change these Terms of Use at any time without prior notice. A current copy of these Terms of Use may be read at any time by selecting the “Terms of Use” link on the Platform.

2. Access to the Platform

2.1 Access to the Platform shall be provided at AutoForm’s discretion upon User’s request for registration of one or several employees of User.

2.2 User and User’s employees are responsible for maintaining the confidentiality of their access data (especially the password). User accepts responsibility for all activities that occur under User’s employees’ account(s) or password(s). Log-in information shall not be shared with unauthorized parties. User shall use commercially reasonable efforts to prevent unauthorized access to the Platform, including, but not limited to taking all measures necessary to prevent no longer authorized employees from further access to the Platform.

3. Use of the Platform

3.1 Both User and AutoForm may upload information, including but not limited to software, text, graphics and images (collectively referred to as the “Content”) which they want to make accessible to the other party.

3.2 All rights regarding Content remain with up-loading party. AutoForm will only use User Content for the purpose of supporting User with AutoForm Software related issues. User will only use AutoForm Content for the purpose for which AutoForm provided it.

4. Confidentiality

Each party understands that Content provided by the up-loading party may contain such up-loading party’s confidential information (“Confidential Information”). Down-loading party will take all precautions it employs with respect to its own confidential information, to protect such Confidential Information or any part thereof, from disclosure to any person other than down-loading party’s employees or consultants that are bound by a written confidentiality obligation at least as stringent as the obligation imposed herein.

5. Limitation of Liability and Disclaimer of Warranties

5.1 AUTOFORM MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICES PROVIDED VIA THE PLATFORM, INCLUDING BUT NOT LIMITED TO AVAILABILITY, RELIABILITY, COMPLETENESS OR TIMELINESS OF SUCH SERVICES. AUTOFORM SHALL NOT BE LIABLE FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE.

AUTOFORM DOES NOT WARRANT THAT THE APPLICATION PLATFORM WILL OPERATE ERROR FREE OR THAT THE APPLICATION PLATFORM, ITS SERVER, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR DESTRUCTIVE FEATURES.

5.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AUTOFORM SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE PLATFORM OR THE DOWNLOADED CONTENT.

6. Termination of the Platform and/or the Terms of Use

6.1 AutoForm reserves the right to change, suspend, or discontinue all or any part of the Platform at any time without prior notice or liability.

6.2. AutoForm reserves the right, in its sole discretion, to restrict, suspend, or terminate User's access to all or any part of the Platform at any time in case of unauthorized use by one of User's employees.

6.3 Sections of these Terms of Use which by their nature survive termination of access rights shall remain in full force and effect.

7. Miscellaneous

7.1 Severability: If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

7.2 Entire Agreement: Except as expressly agreed by AutoForm and User, these Terms of Use constitute the entire Agreement between User and AutoForm with respect to the subject matter, and supersede all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter.

7.3 **Applicable Law /Jurisdiction:** These Terms of Use are governed by the law of Switzerland, place of jurisdiction for any disputes arising in connection with the Platform shall be Zurich.