

## Terms and conditions of use

(valid as of 08.06.2020)

These terms and conditions (“Terms of Use”) govern the rights and obligations of all registered users (“User” or “Users”) regarding use of the website [www.orderfox.com](http://www.orderfox.com) all its sub-pages, contents, functions and services (“Website”). Where necessary, these Terms of Use will differentiate between Users that are registered as buyers (“CNC-Buyer” or “CNC-Buyers”, as the case may be) and Users that are registered as manufacturers (“CNC-Manufacturer” or “CNC-Manufacturers”, as the case may be).

Orderfox AG (“Orderfox”) is the owner and operator of the Website and the contractual partner to the User.

More information and details of how to contact Orderfox can be found in the legal notice.

The Terms of Use contain a declaration of consent by the User to the generation of metadata for sector-specific purposes (section 11 of these Terms of Use).

### 1. Additional Terms and Conditions

- 1.1. In addition to these Terms of Use, Orderfox may agree further terms and conditions with Users. In this case, the provisions of the specially agreed terms and conditions shall take precedence.
- 1.2. In particular, consent to additional agreements or licenses for the use of certain functions or software can be required, provided that these agreements/licenses are legal, and the consent is reasonable for the User.
- 1.3. Terms and conditions in relation to the Website which deviate from these and/or which are contradictory in any other way are expressly rejected by Orderfox, including if services are rendered in individual cases without the User objecting to the terms and conditions.
- 1.4. The descriptions of Orderfox services on websites, in brochures and in comparable advertising materials do not constitute any kind of assurance or warranty regarding their nature, or any other kind of guarantee.

### 2. Restriction to Persons of Legal Age

- 2.1. The Users have to have reached the age of 18 or have the authorization by their parents or their legal guardian. They confirm this with the registration to this service.
- 2.2. Orderfox reserves the right to demand a proper confirmation of these conditions from the Users.

### 3. Restriction to Business Customers

- 3.1. A business customer (or “entrepreneur”) is a natural or legal person or a legally responsible partnership that when concluding legal transactions is exercising their commercial or independent professional activity.
- 3.2. Within the meaning of these Terms of Use a private customer (or “consumer”) is any natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.
- 3.3. The Website offers a marketplace for CNC-Manufacturers and CNC-Buyers. It serves as a partner platform for CNC-Manufacturers and CNC-Buyers (jointly referred to as the “Users”), enabling them to place interactive ads (jobs) on the Website and using intelligent filters to assist with their coming together. Additionally, the Users are entitled and required to create a company profile on the Website, observing the requirements regarding form and content as stipulated in each case by Orderfox.

- 3.4. The Users are authorised to view all the company profiles and CNC-Manufacturers using the platform subject to charge can also view all the ads (jobs).
- 3.5. The use of the services of Orderfox by private customers is prohibited. By utilising Orderfox's services, the Users declare that they are business customers and not private customers. Orderfox reserves the right to verify that a User is not a private customer (e.g. by checking address details, their business registration or their VAT identification number).

#### **4. Changes in the Scope of Service from Orderfox**

- 4.1. One of the key aspects of Orderfox's offered services is the constant development of the Website. This development implies eventual adaptations to the technical and legal progress and the consideration of the Users' expectations in the use of the Website.
- 4.2. In connection with the continuous development, Orderfox is allowed to change the Website as well as its functions without creating a lack or defect, as long as this change is reasonable and doesn't threaten the contract purpose. This is in particular the case when:
  - \_ Changes who benefit the User;
  - \_ If the change is for adapting the services with the applicable law in order to create an accordance, in particular if the legal situation has changed;
  - \_ If the change is necessary for Orderfox in order to fulfil judicial or administrative decisions;
  - \_ If the change is necessary in order to close existing security gaps;
  - \_ If the change is purely technical or of processual structure without significant impact on the User;
  - \_ Changes without significant impact on the functions do not count to changes in the in this sense. This is valid in particular for visual changes and simple changes in the order of the functions.
- 4.3. Orderfox informs that the access to the freely available functions is not guaranteed. Any kind of restrictions may only be done if reasonable.

#### **5. Conclusion, duration and termination of the Agreement (Subscription)**

- 5.1. The contract by and between Orderfox and the User authorising the User to publish a company profile and with a company profile any number of interactive ads and also to view the profiles and ads of other Users on the Website (the 'Agreement' or "Subscription"), is concluded upon Orderfox activating the login details provided.
- 5.2. Agreements subject to a payment obligation ("Paid Subscription/s") initially run for the period booked by the User. After this period, Paid Subscriptions are automatically extended by the same period if the CNC-Manufacturer does not select the setting 'End Paid Subscription' in his company profile in the settings before the end of the period. If the Paid Subscription is terminated within this prescribed period, then only the function 'My Company Profile' remains available.
- 5.3. Agreements that are not subject to a payment obligation ("Free Subscription/s") are concluded for an indefinite period of time. The User may terminate a Free Subscription by e-mail at any time, subject to a notice period of one month to the end of the respective month. The date on which the notification is transmitted by e-mail is decisive for determining compliance with the deadline.
- 5.4. After activation of the provided login data by Orderfox in accordance with section 5.1, the CNC-Manufacturer shall have the right to submit a quotation free of charge in response to 5 (five) requests from CNC-Buyers each month. If the CNC-Manufacturer wishes to submit more offers, the CNC-Manufacturer can either purchase additional offer options paying per use according to the price list or enter his payment data, after which a Paid Subscription according to point 5.2. begins with all functions according to point 3.4. If the CNC-Manufacturer does not enter the payment data and does not purchase additional offer options, the Free Subscription according to point 5.2. with the possibility of submitting an offer on 5 (five) monthly requests from CNC-Buyers remains.

- 5.5. If the CNC-Manufacturer, through providing his payment details, chooses a Paid Subscription during the term of a Free Subscription, then the immediately previous contract term is extended by the full term of the Paid Subscription.
- 5.6. Orderfox is authorised to terminate the Agreement or Subscription with immediate effect with no prior notice being given to the User and to block the User's access to the Website if the User's compliance with the Agreement cannot be expected by Orderfox to a reasonable degree. This applies in particular if the User wilfully or negligently violates these Terms of Use and/or other applicable laws. In certain special cases, such a termination is also permissible without any reason being given.
- 5.7. The right of both parties to extraordinary termination of the Agreement or Subscription for good cause remains unaffected.

## **6. Registration**

- 6.1. By registering with Orderfox, the User concludes an Agreement regarding the use of the Website, to which they are granted access with the aid of the login details which they select themselves or which are assigned to them (username and password). By registering to use the Website, the User undertakes to use the Website solely in accordance with these Terms of Use.
- 6.2. The User is obliged to provide correct and complete User details when registering. This applies in particular to the company name, street, postcode, town/city, country, contact's name, gender (for the forms of address Mr/Mrs/Ms), telephone number and email address as well as the value added tax identification number („VAT identification number“), or any other unambiguous identification of a company for tax purposes which is legally required or otherwise required for national or international transactions between companies or business partners (“User's Details”). Orderfox is entitled to demand that the User present documents attesting to the authenticity of the User's Details without undue delay.
- 6.3. The User is obliged to keep up to date all the User's details and all documents submitted for publication on the Website for as long as the Agreement is in effect in accordance with these Terms of Use. This applies in particular to the User's Details stipulated in section 6.2. The User is able to make any necessary changes themselves using the functions made available by Orderfox on the Website.
- 6.4. The User assumes sole responsibility for the contents of their registration and for the User's Details provided in this context. The User gives an assurance of the veracity of the User's Details. The provision of false information shall result in the immediate termination of the Agreement and the blocking of access to the Website, provided that this is reasonable and not objectively inappropriate for the User, taking into account the significance of the incorrect information and the intention of the User.

## **7. Login details**

- 7.1. The User is forbidden from disclosing their login details to any third parties. The User may disclose the login details to their employees for official and orderly business purposes insofar as the User obliges these employees to obey and observe these Terms of Use.
- 7.2. The User is advised to choose a secure password as possible based on the latest technology and, in their own interests, to take all the necessary steps to protect their password from unauthorised disclosure and use.
- 7.3. The User is obliged to notify Orderfox without undue delay should they suspect, believe or know that their login details have been used for the unauthorised access of the Website by unauthorised third parties. Should Orderfox suspect that the User's login details have been used without authorisation, Orderfox reserves the right to then take the necessary steps and in particular to prevent the Website from being accessed with the login details in question, either temporarily or permanently. If, due to the User's fault, third parties make unlawful use of the login details, the User is liable for any losses incurred and must reimburse them accordingly. The costs incurred as a result of such usage shall be borne by the User.

## 8. Fees, use of the paid version, billing, payment terms

- 8.1. Usage of the platform is free of charge for CNC-Buyers until further notice; for CNC-Manufacturers, the usage of the platform is subject to charge. The payment period, price of the Subscription as well as payment method are in accordance with the pricing policies communicated to the CNC-Manufacturer prior to entering the Subscription (price table).
- 8.2. All prices declared, unless specifically indicated otherwise, are exclusive of VAT and other taxes and duties which must be paid on the basis of statutory provisions (e.g. withholding taxes). If, according to relevant legal regulations, a right of choice exists with regard to the registration and payment of the respective taxes and duties, these obligations shall be the responsibility of the User. Should Orderfox be subject to any additional taxes or duties, the User shall indemnify Orderfox against such taxes or duties or refund them to Orderfox if such indemnification is not possible. To the extent that Orderfox is required to collect US sales tax in any States of the United States of America or goods and services tax in India, the resulting obligations in terms of procedure and tax payments are not shifted to the client.
- 8.3. Fees are to be paid in advance to cover the respective billing period. Unless indicated otherwise, invoices are due within two weeks of the invoice date.
- 8.4. Orderfox reserves the right to transmit invoices and payment reminders through electronic means (e.g. emails).
- 8.5. The User can settle invoices using the payment methods offered by Orderfox.
- 8.6. Where services are subject to payment and are subscribed to for a defined period of time, fee adjustments are only permitted upon the expiration of a subscription (e.g. at the end of the respective payment period). Changes in fees take effect if Orderfox has notified the User of the relevant fee change and has not received any written termination of the subscription from the User within two weeks of such notification. In its notification to the User, Orderfox will inform the User of the objection period and of the consequences of a failure to object.
- 8.7. If the User defaults on payments, Orderfox reserves the right to refuse fulfillment of due services and to restrict the User's access to their user account until all bills have been settled. In such cases, Orderfox will notify the User seven working days in advance to provide enough time to cure the default. Other legal and contractual rights of Orderfox remain unaffected. Such restriction of a User account may not take place if it would be inappropriate and / or unreasonable in the given circumstances. Orderfox's financial claims remains unaffected by a User account restriction. Upon settlement of due payments, the User account and its functions will be re-enabled. Orderfox reserves the right to restrict a User's access also as a milder remedy, provided that Orderfox has the right to immediately terminate the contract based on these Terms of Use.
- 8.8. Expenses incurred by chargeback of a transaction (e.g. due to lack of coverage), due to incorrectly transmitted User data and / or reminders of due claims will be charged to the User's account. Orderfox will only make claims for directly incurred or statutory granted costs (e.g. material costs and fees paid for third party services, such as postage or chargebacks).
- 8.9. Offsetting is only possible with claims that have already been recognised by the respective other contracting party or established by court order. A right of retention can only be asserted for claims arising from the respective contract.

## 9. Ads of Users

- 9.1. Orderfox offers Users the opportunity to showcase themselves and their company by means of the profile provided by Orderfox. The User is authorised to create manufacturing requests ("Ads"), but only the CNC-Manufacturer is allowed to submit offers. The User may make use of data, copy, pictures, videos, etc. to this end ("Content"). If, in contravention of these Terms of Use, CNC-Buyers submit offers on or through the platform, Orderfox reserves its right to take any appropriate actions necessary.

- 9.2. Orderfox accepts no responsibility for any other communication(s) and/or contracts, arrangements, understandings or obligations exchanged or concluded by and between Users (“Other Agreements”). Irrespective of the legal basis, claims relating to Other Agreements reached by and between Users exist exclusively between those Users of the Other Agreement(s) and explicitly do not involve Orderfox and/or an Orderfox partner with regard to the Website (“Website Partner”). The User is entitled to publish, deactivate or delete Ads on the Website at any time using the relevant functions.
- 9.3. Orderfox is entitled to use the Content of the Ads in accordance with the law for the purposes of analysing market and User behaviour. Reference is made in this regard to the privacy policy.
- 9.4. The User must ensure that they hold all the necessary rights to the Content they display or make available on the Website.
- 9.5. Orderfox is at liberty to block Content made available by a User if there is the suspicion that said Content is in contravention of the law or these Terms of Use or violates third-party rights. A suspicion is justified if the User is subject to regulatory, civil law or criminal law investigations with regard to the Content they have provided. Orderfox may uphold a block on the Content of such a User until such time as a suspicion has been determined to be without cause. Orderfox reserves the right to first verify the Content of such Users using publicly accessible channels before said User’s login details are activated and to reject such Content if necessary.

## 10. Ratings

- 10.1. Orderfox provides Users with the opportunity to rate other Users and/or their services. Ratings can also be aggregated and displayed as overall ratings. Orderfox reserves the right to introduce functions with which reviews can also be rated (e.g. according to usefulness aspects).
- 10.2. Ratings may only be carried out within the functions provided for these purposes and in compliance with their requirements and any deadlines (e.g. for submission or reaction to ratings from other Users). Changes are excluded, unless provided for by the rating functions or required by law. Orderfox points out that this is an internal rating process within Orderfox and not a generally valid, independent seal, test or similarly objective external rating method. Orderfox is not responsible for statements or advertising measures made by Users with reference to the ratings.
- 10.3. Ratings must be given in accordance with the legal requirements. This means in particular that the facts and figures expressed in the ratings must be true. Furthermore, insults or abusive, i.e. unreasonable expressions of opinion which are inappropriate in view of the criticised actions and facts and which are aimed at discrediting other Users or their performance are not permitted. The ratings must also refer to contact, and business transactions related to Orderfox and should not take into account external criteria such as political aspects. Furthermore, it is not permitted to induce other Users or third parties to submit ratings, for example by means of payments, discounts or other direct or indirect benefits.
- 10.4. Orderfox is not obligated to review reviews prior to publication but reserves the right to delete reviews that are illegal, i.e. that violate the law or Orderfox’s terms and conditions. Orderfox has the right to delete reviews if objective evidence, indications or facts predominantly support the view that the relevant review is illegal. Orderfox may, if the facts of the case indicate that it is necessary, request the author of an objectionable rating to comment within a reasonable period of time (the period of time is usually three business days) and may depublish the objected rating for as long as this period and the evaluation of the answer lasts. Orderfox would like to point out that a decision on the deletion of ratings will be made in an appropriate manner and on the basis of objective criteria, taking into account the interests of both the rating and the rated Users. However, no court-like evidence and decision-making process can be guaranteed. In controversial cases, Users are referred to a resolution of mutual claims through regular legal actions. Orderfox reserves the right to provide information about the authors of unlawful ratings to protect the rights of other Users or the rights of Orderfox in relation to authorities, courts or other claimants, in accordance with legal requirements.

## 11. Unlawful usage, suspension

- 11.1. The Users may only use the Website in a manner which or for purposes which do not contravene these Terms of Use or the law as applicable or do not violate third-party rights. In this respect, the User undertakes in particular:
- to not use the Website to publish defamatory, indecent or in any other way illegal materials or similar information;
  - to not offend, harass or defame other Users;
  - to not violate the copyrights, trademarks or industrial property rights of other Users or third parties by using the Website;
  - to not send any unsolicited circulars;
  - to send emails to other Users solely for the purpose of manufacturing requests or to publicise manufacturing offers;
  - to not upload data to the Website containing malware or a virus;
  - to not upload data to the Website containing software which is protected by copyright and/or any other copyright-protected materials insofar as the User is not in possession of the corresponding rights or has not obtained the necessary consent from the holders of said rights;
  - to not use the Website for the trading of goods and/or services which do not comply with import/export regulations, including safety regulations.
- 11.2. Orderfox is at liberty to take the necessary steps in the event that the User wilfully or negligently violates these Terms of Use or the law as applicable. In the event of minor violations, these necessary steps may be no more than a warning issued by Orderfox to the User to the effect that the Terms of Use, the applicable regulations or the concept of good faith and trust or good manners have been violated. Major violations may result in the User's Website access being suspended either temporarily or completely or in Orderfox being entitled to termination of the Agreement without notice.

## 12. Consent to the use of Information, Content and Metadata

- 12.1. In addition to the platform services, Orderfox supports strategic and premium partners as well as the CNC industry with industry-relevant metadata, which should serve in particular as a basis for sales control and investment decisions.
- 12.2. Metadata: Metadata includes information on the type of business (e.g. manufacturer/buyer), location and region of the company, number of employees, types of products and services offered, or technology assignment (e.g. drilling, turning, milling, ultrasonic processing, etc.), industry assignment (e.g. drive and gear technology, mining, chemical technology, etc.) and material assignment (e.g. acrylic, stainless steel, glass ceramic, etc.), information on order statistics (e.g. diversified according to industry, technology and material assignment as well as workpiece size). Metadata can also be generated from the use of Orderfox, from which e.g. the interests of the Users for the aforementioned metadata result.
- 12.3. Guarantees: Orderfox generates the metadata on the basis of publicly available data that do not represent trade or company secrets. The metadata are based on, for instance, information provided by Users about their businesses as well as information provided within the context of jobs. Orderfox treats the particulars of contracts such as the contractual content of jobs (e.g. contractual partners or order volumes) as confidential and does not disclose them to third parties. Likewise, Orderfox adheres to the data protection regulations when forming and using the metadata and, in this regard, also refers to its own privacy policy. The private information and contact details of the User (personal data) are not elements of the metadata unless they are also public information about the company (e.g. if the User is the managing director and makes his/her phone number or e-mail address public). Metadata based on User behaviour (e.g. how often Users show interest in certain companies or services) are anonymised, i.e. aggregated values are formed from which no conclusions can be drawn as to individual Users.

- 12.4. **Declaration of consent:** The User consents to the use of the information the User provides on the Website to generate and use metadata for the aforementioned purposes – i.e. for the purposes of sales management, investment-related decision-making and other market research by Orderfox – and to the disclosure of the information to contractual partners of Orderfox. Furthermore, the consent is granted on a non-exclusive basis; a licence to use the data is granted, not ownership, i.e. the right of the User to use his/her information is not restricted. This does not affect the statutory rights of the User to revoke his/her consent. The User declares that the information on Orderfox on which the metadata are based does not represent trade or company secrets and that the User is entitled to both publish the information on Orderfox and permit its use to generate metadata.
- 12.5. The metadata concerning is made anonymous, i.e. the processing for the aforementioned purposes takes place without identifying personal information.
- 12.6. Furthermore, Users allow Orderfox to use their data and uploaded content (images, texts, 3D models, etc.) if these are required for the operation and development of Orderfox's services. For this purpose, duplication, distribution and publication as well as editing of the uploaded contents is permitted.

### 13. Availability of the Website

- 13.1. Orderfox makes every effort to avoid use of the Website being limited or obstructed, and it being switched off, interrupted or disrupted in any other way ("Disruptions") insofar as this is technically possible and can be technically controlled by Orderfox. Based on the current state of communication technology, however, it is not possible for Orderfox to completely eliminate or prevent Disruptions. This applies to all content and means of transmission outside of the sphere of influence of Orderfox and, in particular, to incidences of force majeure. In the event of disruptions for which Orderfox is liable and responsible, Orderfox's liability is based on sections 15 and 16 of these Terms of Use.
- 13.2. The Website's maintenance and further development can result in temporary Disruptions. Orderfox shall ensure that the duration and scope of any such Disruptions are restricted to a level which is reasonable for the User.
- 13.3. Orderfox makes use of technical protective measures to protect its systems from malware and unauthorised third-party content (such as viruses, Trojan horses, spam and other malware). This includes the use of filter systems wherever they are especially useful for the protection of telecommunication and data processing systems.

### 14. Guarantee and indemnification

- 14.1. Insofar as is feasible in the ordinary course of business, Users must check the services of Orderfox without undue delay and must notify Orderfox of any defects without undue delay. Notification must be given of defects without undue delay giving an understandable account of the error symptoms, if possible with evidence in the form of records in writing, screenshots or other documents illustrating the defects in writing (emails shall suffice). The User's statutory inspection obligation and duty to give notice of defects remain unaffected.
- 14.2. Claims for damages are subject to the qualifications stipulated in section 14 (for non-United States Users) and section 15 (for United States Users) of these Terms of Use ('Liability and damages').

14.3. Defect claims shall not be valid in the case of a negligible deviation from the agreed or presupposed quality or in the event of only a negligible impairment of the usability of the Orderfox services in accordance with the purpose of the Agreement. In particular, Orderfox explicitly accepts no liability for:

- \_ incorrect information from the User with regard to the User's Details provided during registration or other data uploaded to the Website by the User or supplied by the User in any other way;
- \_ uninterrupted availability of the Website or possible system- or network-related outages, interruptions or malfunctions of the installations or services of the Website insofar as these are outside of the sphere of influence of Orderfox; in particular not for errors due to force majeure or the failure of communication networks and gateways;
- \_ minor Website malfunctions;
- \_ unauthorised third-party acquisition or use of the User's personal data (for example due to unauthorised access as a result of database hacking), provided that Orderfox is not to be held at fault and that there is no legally or contractually mandatory liability;
- \_ assurances of any kind which the User makes to other Users;
- \_ the correctness or completeness of the User's Details or other data uploaded to the Website by the User or supplied by the User in any other way;
- \_ the Users' workmanship.

14.4. The limitation period for exercising defect claims is 6 (six) months.

14.5. By accepting these Terms of Use, the User agrees to indemnify Orderfox at Orderfox's first request against all claims made and costs demanded by other Users resulting from the wilful or negligent violation of these Terms of Use or the law by the User as applicable.

## **15. Liability and damages (for non-United States Users)**

15.1. Orderfox shall only accept liability in accordance with the following provisions of this Agreement. Liability is otherwise excluded.

15.2. Orderfox is liable without limitation for damages caused wilfully or due to gross negligence by Orderfox, its legal representatives or management employees and for damages caused wilfully by other vicarious agents. Liability for the gross negligence of other vicarious agents is governed by the provisions for slight negligence stipulated below.

15.3. Orderfox is liable without limitation for damages relating to injury to life, body or health caused wilfully or negligently by Orderfox and its legal representatives or vicarious agents. Orderfox is liable for damages resulting from insufficiently ensured attributes up to the amount covered by the purpose of the assurance, which was discernible for Orderfox upon giving the assurance.

15.4. Orderfox is liable for product liability damages pursuant to the provisions of German, Austrian and Swiss product liability legislation or the corresponding and binding product liability legislation.

15.5. Orderfox is liable for damages due to the violation of cardinal obligations by Orderfox, its legal representatives or vicarious agents. Cardinal obligations are the material obligations which form the basis of this Agreement, which were decisive in the conclusion of the Agreement and the performance of which the User can rely on. If Orderfox violates these cardinal obligations due to slight negligence, its liability is limited to the reimbursement of the foreseeable and typically occurring damages ('Typical Damages'). As a rule, Typical Damages are limited to the defined amount. In this case, Typical Damages are limited to CHF 1,000.00. This does not apply if, in individual cases, this limitation is inappropriate from an equity perspective.

15.6. Notwithstanding the liability provisions of these Terms of Use, Orderfox shall not be liable for the loss of data if the damages could have been prevented had the User met their data backup obligations. In any case, the User must accept contributory negligence. In the event of termination, the User is responsible for backing up their data in advance.



## 16. Liability and damages (for United States Users)

- 16.1. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO (A) THESE TERMS, (B) CONTENT AND/OR YOUR USER CONTENT, (C) THE WEBSITE, AND/OR (E) ANY ASPECT OF THE WEBSITE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED AN AMOUNT GREATER THAN \$125 USD. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 16.2. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS US AND OUR AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, AND COSTS (INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND INDIRECT DAMAGES), AND REASONABLE ATTORNEYS' FEES, RESULTING FROM OR ARISING OUT OF, UNDER, OR RELATING TO: YOUR USE, MISUSE, OR INABILITY TO USE THE WEBSITE; ANY INFRINGEMENT OF A THIRD PARTY'S RIGHTS (INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY RIGHTS); A BREACH OF A REPRESENTATION OR WARRANTY MADE BY YOU; YOUR USER CONTENT; ANY DEFAMATORY, OFFENSIVE, FRAUDULENT, OR ILLEGAL USE OF THE WEBSITE BY YOU; ANY IMPROPER DISCLOSURE OF CONTENT BY YOU; AND ANY VIOLATION BY YOU OF THESE TERMS, OUR PRIVACY POLICY, ANY OF OUR OTHER POLICIES.
- 16.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT, YOUR PERSONAL REPRESENTATIVES, AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, ACTIONS, DEMANDS, SUITS, OR PROCEEDINGS ("CLAIMS") AGAINST US AND OUR AFFILIATES, INCLUDING ANY AND ALL LIABILITY FOR ACTUAL AND/OR CONSEQUENTIAL DAMAGES, COSTS, AND EXPENSES (INCLUDING LITIGATION COSTS AND ATTORNEYS' FEES) OF EVERY KIND AND NATURE ARISING FROM OR IN ANY WAY RELATED TO (A) THE WEBSITE, (B) CONTENT, AND/OR YOUR USER CONTENT, AND/OR (C) ANY INACCURACY, UNTIMELINESS, OR INCOMPLETENESS OF ANY AND ALL CONTENT OBTAINED OR ACCESSED BY OR THROUGH THE WEBSITE. FURTHER, IF YOU ARE A RESIDENT OF THE STATE OF CALIFORNIA, YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU UNDERSTAND THAT ANY FACT RELATING TO ANY MATTER COVERED BY THESE TERMS MAY BE FOUND TO BE OTHER THAN NOW BELIEVED TO BE TRUE AND ACCEPT AND ASSUME THE RISK OF SUCH POSSIBLE DIFFERENCES IN FACT. IN ADDITION, YOU EXPRESSLY WAIVE AND RELINQUISH ANY AND ALL RIGHTS WHICH YOU MAY HAVE HAD UNDER ANY OTHER STATE OR FEDERAL STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT, TO THE FULLEST EXTENT PERMITTED BY LAW.

## 17. Amendments to the Terms and conditions of use

- 17.1. Orderfox is entitled to amend these Terms of Use with effect for the future at any time while observing the following process. Orderfox shall notify the User of amendments at the latest 3 (three) weeks prior to the planned effectiveness date. The User may lodge an objection to the amendments within 3 (three) weeks of receipt of said notification.
- 17.2. If no objection is lodged with Orderfox by the User or if the User explicitly accepts the amendments, the amendments shall come into force on the stipulated effectiveness date. Should the User lodge an objection in good time, Orderfox may choose to continue the Agreement with the Terms of Use as they stand or, upon receiving an objection, may terminate the Agreement while observing a period of notice of 1 (one) month effective from the end of the month of termination. When notifying the User of the proposed amendments, Orderfox must also make the User aware of their right to lodge an objection, of the period of notice to be observed, of the consequences of an objection and of the consequences of allowing the period of notice for objections to pass.

17.3. Orderfox is in particular entitled to change the Terms of Use in the following cases:

- \_ if the amendment serves to bring the Terms of Use into conformity with the applicable law, in particular if the applicable legal situation changes;
- \_ if the change Orderfox serves to comply with mandatory judicial or official decisions;
- \_ if new services on the part of the Website or service elements as well as technical or organisational processes require a description in the Terms of Use;
- \_ if the change is merely beneficial to the Users.

## **18. Place of jurisdiction and applicable law**

- 18.1. The legal relationship between Orderfox and Users is subject exclusively to the law of the Principality of Liechtenstein – under exclusion of supranational law and international and supranational referral law which does not make reference itself to the substantive law of the Principality of Liechtenstein. Agreement to the applicable law shall also apply if the User's place of business and/or domicile is located abroad.
- 18.2. The place of fulfilment is Orderfox's place of business in Ruggell, Liechtenstein. The exclusive place of jurisdiction for all disputes relating to or in conjunction with the Agreement is Orderfox's place of business in Ruggell, Liechtenstein. Orderfox reserves the right to assert its claims at the User's place of legal jurisdiction.
- 18.3. The User may only transfer claims against Orderfox relating to this Agreement to third parties subject to Orderfox's approval in writing.
- 18.4. The contractual languages are English, US English, German, Danish, Spanish, Mexican, French, Croatian, Italian, Hungarian, Dutch, Norwegian, Polish, Portuguese, Brazilian, Romanian, Slovakian, Slovenian, Swedish, Turkish, Czech, Russian, Japanese, Korean and Chinese.
- 18.5. For United States Users: We are an independent contractor only. These Terms of Use do not create any employer-employee, agency, joint venture, or partnership relationship.
- 18.6. Should one or more provisions of these Terms of Use be or become void, this shall not affect the validity of the remaining provisions, unless the provision of the validity of the remaining Terms of Use is mandatorily regulated by law. Rather, in accordance with the supplementary interpretation of contracts, the void provision(s) shall be replaced by an arrangement which most closely approximates the commercial purpose pursued by the parties with the void provision(s). The same shall apply to the bridging of any legal gaps.

## **19. For United States Users: Trademarks and Intellectual Property**

- 19.1. Trademarks. Orderfox and all other graphics, logos, page headers, button icons, scripts, service names and other content that we use, manage or control are trademarks, registered trademarks or trade dress of ours or our subsidiaries, officers, employees, independent contractors, suppliers, representatives, licensors, licensees, successors, assigns, agents, partners, or other affiliates (collectively "Affiliates") in the United States or other countries or both. No one may use these trademarks or trade dress in connection with any product or service that is not our product or service without our express written permission. All other trade marks that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us or any of our Affiliates.

- 19.2. Copyright. Except for content under license to us, we claim copyright and all copyright protection afforded, under international law and United States law relating to all text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software (ours or our software suppliers), and all other content on the Website. The compilation of all content on the Website is our exclusive property, and it is similarly protected. We also claim a copyright, and all copyright protection afforded, under international law and United States law to all material described in the trademarks section above. Your access to all information and content located on the Website is strictly permitted through the license granted to you under these Terms of Use. Except for the license granted to you and for the licenses granted to us in these Terms of Use, all rights, title, and interest in content, in all languages, formats, and media throughout the world, including all copyrights, are and will continue to be the exclusive property of ourselves and other parties. Except as permitted by these Terms of Use, you are prohibited from modifying, copying, distributing, displaying, publishing, selling, licensing, creating derivative works, or otherwise exploiting any content available on or through the Website without our prior written permission, or in the case of content owned by a third party, without first receiving permission from the owner of that content. You may not alter or remove any trademark, copyright or other notice from copies of the content.
- 19.3. Infringement Claims. We respect the intellectual property of others and ask that Users do the same. In connection with the Website, we have adopted and implemented a Digital Millennium Copyright Act (“DMCA”) policy respecting intellectual property that provides for the removal of any infringing or unauthorized materials and for the termination of a User’s ability to use our Website, in appropriate circumstances, if we determine that a User is infringing on the intellectual property rights of others. If you believe that a User is, through the use of the Website, unlawfully infringing by submitting unauthorized content, and wish to have the allegedly infringing or unauthorized material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512) must be provided to our designated copyright agent (“Designated Agent”): your physical or electronic signature; identification of the works or rights that you claim to have been infringed; identification of the content on the Website that you claim is infringing and that you request us to remove; sufficient information to permit us to locate such content; your address, telephone number, and e-mail address; a statement that you have a good faith belief that use of the objectionable content is not authorized by the copyright or other rights owner, its agent, or the law; and a statement that the information in the notification is accurate, and that, under penalty of perjury, you are either the owner of the copyright or other right that has allegedly been infringed or violated or that you are authorized to act on behalf of the copyright or other rights owner. Note that, pursuant to 17 U.S.C. § 512, any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs, and attorney’s fees incurred by us in connection with the written notification and allegation of copyright infringement.
- 19.4. Our Designated Agent is:  
Dr. Wilhelm Klagian  
Orderfox AG  
Industriering 3  
9491 Ruggell  
Principality of Liechtenstein  
info@orderfox.com

## 20. For United States Users: Compliance

- 20.1. You represent and warrant that you shall comply with all applicable laws, statutes, ordinances, and regulations regarding use of the Website, regardless of your geographic location. We will cooperate with law enforcement agencies in any investigation of alleged unlawful activity of which we are made aware of regarding the use of our Website and may contact law enforcement if we are made aware of any use of our Website which potentially violates any applicable laws, statutes, ordinances, or regulations. We make no representation that the Website is operated in accordance with the laws or regulations of, or governed by nations other than the Principality of Liechtenstein.
- 20.2. By accessing the Website you certify that you meet your country's and our express age and other eligibility requirements for use of the Website. Those who access or use the Website do so of their own volition and are entirely responsible for compliance with applicable law.