

A) SUBJECT AND DESIGN OF THE AUDEMI APP

1. Subject

1.1. The following Terms of Use govern the subscription and use of the Audemi application made available to you by Brugg Lifting AG, Wydenstrasse 36, 5242 Birr, Switzerland, (hereinafter referred to as “BRUGG LIFTING”) and providing you with a simple communication support for group tours in companies, museums or at other locations (hereinafter referred to as “audemi App”).

1.2. The audemi App is available in a free version (audemi Free: limited session duration and lock wait between the sessions), a fee-based version for individual sessions (audemi Individual: limited to one session and without limitation of the session duration) and a fee-based annual version (audemi Pro: annual subscription without limitation of the number of sessions or the session duration and no lock waits between the sessions).

1.3. Please note that the Privacy Statement of BRUGG LIFTING and of BRUGG GROUP govern your use of the audemi App in addition to these Terms of Use.

1.4. By downloading and using the audemi App, you accept these Terms of Use and the Privacy Statement of BRUGG LIFTING and the BRUGG GROUP. If you disagree with these Terms of Use and/or the Privacy Statements, you are not permitted to use the audemi App.

2. Design of the audemi App

2.1. BRUGG LIFTING cannot guarantee that you can use the audemi App at all times uninterrupted and without delays or faults for any number of participants and that the audemi App at all times meets your expectations and requirements. For this reason and to the maximum extent permitted by law, BRUGG LIFTING does not represent or warrant that the audemi App always works properly or is available.

2.2. BRUGG LIFTING, at its sole discretion, updates and improves the audemi App and eliminates any malfunctions reported via the contact address given on the imprint page of the audemi App. Improvements and updates are also applied against the background of adjustments to changing technologies, practices, and the way in which the users use the Internet in general and the audemi App in particular. BRUGG LIFTING may release updates from time to time via the App Store from which you have downloaded the audemi App; you may have to obtain and install such updates in order to continue to use the audemi App.

2.3. Individual customers have no right to claim a specific design of the audemi App or the retention of functions accessible via the App. In terms of the quality standard and with regard to technical or economic developments, BRUGG LIFTING has the right at any time to adapt the audemi App as well as the related functions provided. Accordingly, BRUGG LIFTING is also free at any time to unilaterally adjust these Terms of Use as provided in Clause 9.3 upon notice to you. In addition, BRUGG LIFTING may, at its sole discretion, mark the audemi App for ‘end of life’ and discontinue support (see Clause **Fehler! Verweisquelle konnte nicht gefunden werden.**).

B) YOUR USE OF THE AUDEMI APP

3. Subscription of the App

3.1. Before accessing the audemi App, you need an Apple ID or a Google Account. Then download the audemi App from the Apple App Store or Google Play Store (hereinafter individually or

collectively referred to as “App Store”) to your mobile device or tablet.

3.2. You need not set up a user account in order to use the audemi App.

3.3. Please note that the availability of the audemi App is dependent on the performance of the third parties from whose App Store you wish to download or have downloaded the audemi App. Accordingly, these Terms of Use merely apply to the contractual relationship between you and BRUGG LIFTING and do not apply to the contractual relationship between you and the operator of the App Store used by you. BRUGG LIFTING is not liable for the conduct of third-party operators of the App Stores.

4. Right of Use

4.1. The audemi App is the property of BRUGG LIFTING and/or of its licensors.

4.2. BRUGG LIFTING grants to you a non-exclusive, revocable, non-transferable, and non-sublicensable personal right to access the audemi App and to use the services offered in accordance with the intended purpose and these Terms of Use.

4.3. These Terms of Use shall conclusively govern the substance of your right of use. You do not have any further rights to the audemi App, and you are not entitled to use the audemi App in a manner other than as provided in these Terms of Use.

5. Acceptable Use

5.1. It is your responsibility to ensure that your use of the audemi does not violate these Terms of Use, rights of third parties (e.g.: copyrights, other intellectual property rights, legal claims of any kind, proprietary rights, and other real rights as well as personal rights), statutory provisions and/or morality.

5.2. You are personally responsible for the communication that you and the participants invited by you conduct via the audemi App, and the contents of such communication.

5.3. You are personally responsible for determining and deciding whether the specific use of audiovisual materials, the use of headphones and thus also the communication via the audemi App is suitable, permissible, and sufficiently safe for all participants in the specific application. You are obliged to inquire and strictly comply with the house rules, safety regulations and other rules applicable to the specific application. BRUGG LIFTING disclaims any guarantee and liability in this context.

6. Privacy

6.1. Both you and BRUGG LIFTING are required, in connection with the provision and use of the audemi App, to comply with the relevant applicable provisions relating to privacy and safety as well as the special-law provisions. However, the audemi App shall not be used by BRUGG LIFTING to collect personal data from you.

6.2. The use of the App Store from where you download the audemi shall be subject to the privacy policy of the respective shop provider.

C) GENERAL PROVISIONS

7. Termination

7.1. These Terms of Use shall apply as long as you use the audemi App. You may at any time cease to use the audemi App and remove the audemi App from your device, including in the case that you disagree with modifications of the audemi App made by BRUGG LIFTING or any amendments of these Terms of Use.

7.2. BRUGG LIFTING may at any time and at its own discretion discontinue the operation of the audemi App or mark the audemi App for 'end of life' and discontinue the provision of updates of the audemi App, which means that sooner or later the last update of the audemi App provided can no longer be executed on your device due to lack of compatibility.

8. Liability

8.1. The liability of BRUGG LIFTING and the liability of BRUGG LIFTING for their auxiliary persons with respect to damages arising in the course of the fee-based use of the audemi App shall be fully excluded irrespective of the legal ground. This exclusion of liability, however, shall not apply to damages attributable to gross negligence or deliberate action on the part of BRUGG LIFTING.

In addition, and to the maximum extent permitted by law, BRUGG LIFTING's liability shall be excluded or limited for:

- a) indirect and/or consequential damages (such as lost profits, unrealized savings, additional expenses, fines imposed, and/or third-party claims);
- b) damages attributable to actions or omissions on your part; and/or
- c) any and all damage arising outside the reasonable control of BRUGG LIFTING (including force majeure events).

8.2. BRUGG LIFTING disclaims any liability or guarantee in relation to the freely available edition of the audemi App.

9. Varia

9.1. BRUGG LIFTING is entitled to engage subcontractors for the performance of its obligations in connection with the audemi App.

9.2. Should any of the provisions of these Terms of Use prove to be invalid or even null and void, this shall not affect the validity of the remaining provisions of these Terms. Any possibly invalid or void provision shall be adapted in good faith to the effect that the intended purpose of the relevant provision is achieved as far as possible in legal form. This applies by analogy in the event that these Terms of Use are found to ignore essential items.

9.3. BRUGG LIFTING reserves the right at any time to unilaterally adjust these Terms of Use, including "Acceptable Use" provisions. As a rule, such changes will be communicated to you in the context of new available updates of the audemi App.

10. Governing Law

These Terms of Use as well as the contractual relationship between you and BRUGG LIFTING regarding your use of the audemi App shall be exclusively governed by **Swiss material law** to the exclusion of (i) the international conventions, including the United Nations Conventions on Contracts for the International Sales of Goods of 11 April 1980 (CISG), and (ii) its conflict of law rules.

11. Legal Venue

Brugg shall be the exclusive venue place of jurisdiction for disputes arising from or in connection with these Terms of Use and the contractual relationship between you and BRUGG LIFTING in relation to the use of the audemi App.