

TERMS OF USE

Last amended: 21 September 2021

The Family Business Network International ("FBN-I") maintains certain web pages and mobile applications (collectively "the Site") accessible through <http://www.fbn-i.org/>, <https://fbn.eudonet.com/app/eLogin.aspx?d=1>, and <http://fbnexttranet.eudonet.com/> (individually or collectively, "Site") and allows use of and access to the Site, subject to the terms and conditions below ("Terms") and any other outstanding written agreements between you and FBN-I, other than previous versions of these Terms. The terms "you" and "your", as used in these Terms, refer to all individuals and entities accessing the Site for any reason. These Terms affect your rights, and you should read them carefully.

1. Acceptance of the Terms. By accessing or using the Site, you acknowledge and represent that you have read, understood, agree to be bound by, and accept these Terms. If you do not agree to these terms, you must not use the site. If you have any question about your obligations under these Terms, please email FBN-I at privacy@fbn-i.org.

2. Changes and Updates to These Terms. FBN-I may at any time modify, add or remove portions of these Terms, without prior notice. Although FBN-I will post a notice of any material change to the Terms on the Site for 30 days, it is your responsibility to check these Terms periodically for changes. By continuing to use the Site after FBN-I's posting of any changes, you agree to be bound by these Terms, as modified. Your access and use of the Site are subject to the most current version of these Terms (see header for version number and date).

3. Right to Enter the Site. As long as you comply with these Terms, FBN-I grants you a personal, non-exclusive, nontransferable, limited permission to enter and use the Site. Any unauthorized use of the Site terminates the permission granted by FBN-I to enter and use the Site. You may not use the Services or accept the Terms if (i) you are not of legal age to form a binding contract with us, or (ii) you are not an executive from or active and up-to-date paying member of a recognized FBN Member Association or FBN-I.

4. Ownership and Use of Materials. All information, data, text, communications, graphics, user interfaces, visual interfaces, photographs, trademarks and logos (such as third party trademarks and logos on display and, with regard to FBN-I "The Family Business Network", "FBN-I", the three circle design, and any other FBN-I logos and service names), sounds, music, artwork and computer code contained on the Site (collectively, "Materials") are owned, controlled or licensed by or to FBN-I, and are protected by copyright, patent, trade dress and trademark laws, and various other intellectual property rights. You may download, print, and view Materials from the Site under these Terms as long as you use the Materials only for non-commercial, personal use and as long as you do not modify or alter the Materials. You may not copy, republish, distribute, prepare derivative works, modify, or otherwise use the Materials other than as expressly permitted by these Terms. FBN-I reserves the right to revoke at any time the authorization to view, download and print the Materials available via the Site, and you must discontinue such use immediately upon notice from FBN-I.

The rights specified above to view, download and print the Materials available on the Site are not applicable to the design, layout or look and feel of the Site. Such elements of the Site are protected by law, including trade dress, trademark, and other laws, and may not be copied or

imitated. No trademark, service mark, graphic, sound or image from the Site may be copied or retransmitted unless expressly permitted by FBN-I in writing.

5. Access Limits. Without FBN-I's express written consent, you may not (i) use any automated means to access the Site or collect any information from the Site (including, without limitation, robots, spiders, scripts, or other automatic devices or programs), or (ii) frame the Site, utilize framing techniques to enclose any service mark, logo, or other proprietary information, place pop-up windows over its pages, or otherwise affect the display of its pages. This means, among other activities, that you agree not to engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining Materials, lists of users, or other information.

You may not use any meta tags or any other "hidden text" utilizing FBN-I's name, trademarks, or service marks without the express written permission of FBN-I. You may not use any FBN-I logo or other proprietary graphic, trademark, or service mark as part of a link without express written permission from FBN-I. When you use the Site and its Materials for an authorized purpose, you must include all proprietary notices without changing or hiding them.

6. Access Credentials. To access certain portions of the Site, you must be an executive from or active and up-to-date paying member of a recognized FBN Member Association or FBN-I and use a username and password. You represent and warrant that all information you submit on the Site is accurate. If FBN-I has reasonable grounds to believe that the information you provided is untrue, inaccurate, incomplete, or outdated, FBN-I may suspend or terminate your use of the Site without incurring any liability whatsoever. FBN-I may disallow the use of any username that FBN-I deems offensive or inappropriate. You are responsible for preserving the confidentiality of your password and for the actions of persons accessing the Site through your username and password. You agree to notify FBN-I immediately of any unauthorized use of your username or password.

7. Data Privacy. Please see FBN-I's Privacy Policy for information on how FBN-I processes your personal data.

8. User Obligations. You acknowledge that networking and sharing of knowledge, experiences and best practices has been the core of FBN since 1990. These activities take place in the context of FBN safe space, where every member and you as a representative are invited to when using the Site respect the general principles specified in the FBN Code of Conduct (see Annex 1).

In addition, you agree NOT to do any of the following while using the Site:

- Violate any applicable law, regulation, or the Terms;
- use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site
- Tamper with other users' postings;
- Solicit or gather any user's information available from the Site, such as other users' names and email addresses, for the purpose of transmitting any unsolicited advertising, "junk mail", "spam" or "chain letters";
- Impersonate or misrepresent your affiliation with any person or entity or create a false identity to mislead others;
- Post false or misleading information;

- Post or transmit any content that infringes a third party's Intellectual Property Rights (as that term is defined below) or rights of publicity, privacy or personality, that you do not have the right to disclose under contractual or fiduciary obligations, or that is unlawful, untrue, fraudulent, harassing, libelous, defamatory, abusive, threatening, pornographic, racist, harmful (including viruses, corrupted files, or any other similar software or programs), disparaging of FBN-I or other users, or otherwise objectionable;
- Sell or otherwise monetize or commercialize any information posted on the Site;
- Violate any other policies stated on the Site;
- Repeat any action after you receive a warning or request from FBN-I to stop, whether or not that action is explicitly prohibited in policies. This includes continuing to use the Site under the same account, a different account, or reregistering under a new account after your account has been temporarily suspended, indefinitely suspended, or terminated; or
- Fail to respond to an email from FBN-I regarding a violation, dispute or complaint.

9. Network Groups on the Site. FBN-I may provide you the ability to participate in certain FBN-I "Communities", "Peer Circles", and other areas on the Site where you can post content. Your participation in those Communities and Peer Circles is also governed by these Terms and the FBN Code of Conduct (see Annex 1) and may be subject to additional terms and conditions applicable to those Communities and Peer Circles that require you to agree to them as a condition to joining the Communities and Peer Circles.

These Communities, Peer Circles and other areas on the Site may allow you to post your information and comments on various topics. Please note that ideas you post and information you share will be seen and used by other users, and FBN-I cannot guarantee that other users will not use the ideas and information that you share on the Site. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to Communities, Peer Circles, or elsewhere on the Site. **FBN-I IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST ON THE SITE.**

10. Posting Information on the Site; Submissions. To operate the Site, FBN-I requires certain rights. When you post text, files, links, attachments, photos, videos, or other materials or information (collectively, "User Content") to visible areas of the Site (such as profile pages), you are granting, or representing that the owner of such User Content has granted, a worldwide, royalty-free, perpetual, irrevocable, sublicensable, transferable, fully paid up, non-exclusive right under all Intellectual Property Rights that permits FBN-I to use, copy, reproduce, modify, transmit, distribute, perform, analyze, remove and display such User Content (in whole or in part) and incorporate such User Content in other works in any form, media or technology. Excluding certain information contained in your Member profile, and subject only to restrictions in FBN-I's then-applicable Privacy Policy, all material, information, or ideas that you upload, publish, distribute, post, or disseminate on or through the Site will be treated as nonconfidential and non-proprietary, and may be used or disseminated by FBN-I or its affiliates for any purpose. You also acknowledge and agree that FBN-I is free to use any ideas, concepts, know-how, feedback, or techniques that you provide for any purpose without any compensation to you.

You are responsible for the consequences of posting User Content regarding FBN-I or any third party, including other users, and agree to hold FBN-I harmless from any damages suffered or claims asserted by a third party as a result of any comment or information you choose to post or distribute. You may be held legally responsible for damages suffered by other users, FBN-I, or

other third parties as a result of legally actionable or defamatory comments, other comments or information, or User Content that you post to the Site. FBN-I is not legally responsible for any comments, information, or other User Content posted or made available on the Site by any user or third party, even if such information or User Content is defamatory or otherwise legally actionable. FBN-I is not responsible for your or another person's misuse or misappropriation of User Content or for your interactions with others on the Site. FBN-I is also not responsible for and does not monitor or censor User Content for accuracy or reliability. FBN-I, however, may without incurring any liability whatsoever remove or restrict access to information or User Content posted or made available on the Site by its users or any third party if ordered to do so by a court or if FBN-I considers such information or User Content to be in violation of these Terms, posted rules or its policies and procedures.

11. Links to External Sites. FBN-I may provide links on the Site to other independent websites on the internet that are owned and operated by third party vendors or other third parties not under the control of FBN-I. These links are not intended as an endorsement by FBN-I of the entity or individual operating the website or a warranty of any type regarding the website or the information on the website. By using the Site, you acknowledge that FBN-I is not liable or responsible for any damage or loss caused, or alleged to be caused, by or in connection with use of or reliance on any such content, goods or services available on or through any such Site or resource.

12. Accuracy of Information on the Site. FBN-I attempts to provide only accurate information, but some inaccuracies may occasionally be present. By using the Site you acknowledge that FBN-I will not be liable or responsible for any damage or loss caused by or in connection with the use of or reliance on any information on the Site. If you find any information on the Site to be inaccurate, please alert FBN-I at privacy@FBN-I.org.

13. Termination. FBN-I may suspend or terminate your use of the Site for any reason, including, without limitation, if FBN-I believes that you have violated or acted inconsistently with these Terms. FBN-I may also modify or discontinue providing the Site, or any part thereof, with or without notice. FBN-I is not liable to you or any third-party for any termination of your access to the Site, or any modification or termination of the Site.

14. No Warranty; Disclaimers. THE SITE IS PROVIDED "AS IS," AND FBN-I AND ITS SUPPLIERS AND COBRANDED PARTNERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL WARRANTIES OR CONDITIONS OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, FBN-I DOES NOT PROMISE OR WARRANT TO YOU THAT ANY ASPECT OF THE SITE WILL WORK PROPERLY, OPERATE ERROR-FREE, OR BE AVAILABLE CONTINUOUSLY OR DURING A CERTAIN TIME-SPAN. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FBN-I OR THROUGH OR FROM THE SITE CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

15. Limitation of Liability. AS THE USE OF THE SITE IS INCLUDED IN THE MEMBERSHIP FEE, YOUR USE OF THE SITE IS FREE OF CHARGE. CONSEQUENTLY, FBN-I AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXCLUDE TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW ANY LIABILITY TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF FBN-I HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FBN-I SHALL UNDER NO CIRCUMSTANCES BE LIABLE NOR BE DEEMED IN DEFAULT FOR ANY DELAY AND/OR FAILURE PERFORM TO THE EXTENT SUCH FAILURE AND/OR DELAY IS BEYOND FBN-I'S REASONABLE SPHERE OF INFLUENCE AND CONTROL, I.E. SUCH FAILURE OR DELAY IS (I) CAUSED BY YOU (FOR INSTANCE IF YOU VIOLATE THESE TERMS) OR BY A THIRD PARTY; (II) THE CONSEQUENCE OF AN EVENT OF FORCE MAJEURE.

16. Dealings with Partners. Your correspondence or business dealings with or participation in promotions of partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and that partner. You agree that FBN-I is not responsible or liable for any loss or damage incurred as the result of any such dealings or as the result of the presence of such partners on the Site.

17. Indemnity. You agree to indemnify, defend and hold harmless FBN-I, and its subsidiaries, affiliates, officers, agents, co-branded partners or other partners, and employees, from any claims, damages, expenses (including reasonable attorneys' fees), allegations, losses and liabilities arising from or related to (a) your violation of these Terms (including but not limited to inappropriate handling of your access credentials), (b) your use of the Site, (c) User Content that you submit, post to, or transmit through the Site, (d) your access to or use of linked Sites, and (e) any dealings between you and any third parties advertising or promoting via the Site or Software.

18. Notice and Procedure for Making Claims of Copyright Infringement. If you have a claim of copyright infringement, you must send written notification to privacy@fbn-i.org

FBN-I should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Site.

19. Although the Site is accessible worldwide, not all features, products or services offered through or on the Site are available to all persons or in all geographic locations. FBN-I reserves the right to limit the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited..

20. Choice of Law. All matters relating to your access to and use of the Site, including purchases made on the Site, are governed, construed and enforced in all respects by **the laws of Switzerland** whereby (i) international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) and (ii) Swiss conflict of law rules are hereby excluded from application.

21. Dispute Resolution. Any dispute, controversy, or claim arising out of, or in relation to these Terms (including regarding the validity, invalidity, breach or termination thereof) and/or arising out of or in relation with your use of the Site shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre (“the Rules”) in force on the date on which the notice of arbitration is submitted in accordance with the Rules.

The number of arbitrators shall be one and the **seat of the arbitration shall be Lausanne, Switzerland**. The arbitral proceedings shall be conducted in English.

Within 15 days from receipt of the notice of arbitration, the respondent shall submit to the secretariat an answer to the notice of arbitration together, in principle, with any counterclaim or set-off defense (as specified in the Rules). The time limit with respect to the designation of an arbitrator shall be 15 days. If the circumstances so justify, the arbitration court may extend or shorten the aforementioned time limits. The expedited procedure as per the Rules shall apply and the dispute shall be decided based on documentary evidence only.

Notwithstanding the above, the parties may agree at any time to (i) submit the dispute to mediation in accordance with the Swiss Rules of Mediation of the Swiss Arbitration Centre; (ii) to vary the arbitration procedure and select alternative procedural options as specified in the Swiss Rules of Mediation; (iii) either party may seek any interim or preliminary relief from a court of competent jurisdiction, as necessary to protect the party's legitimate rights or property pending the completion of arbitration.

22. General. If any provision of these Terms is for any reason held to be invalid, illegal or unenforceable, the remaining provisions of these Terms shall remain in full effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that to the highest extent reasonably possible achieves the original intention of the parties.

FBN-I's failure to act in a particular circumstance, including any failure by FBN-I to enforce or exercise any provision of these Terms, does not waive the ability to act with respect to that circumstance or similar circumstances in the future.

No agency, partnership, joint venture, employment or franchise relationship is intended or created by these Terms.

FBN-I may assign its rights and obligations under these Terms to an entity that acquires all or substantially all of the assets of FBN-I or to any subsidiary or successor in a merger or acquisition involving FBN-I.

Please note that you may not assign any of rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of FBN-I (which consent shall not unreasonably be withheld or delayed).

These Terms, in addition to any other written agreement between you and FBN-I, constitute the entire agreement between FBN-I and you with respect to your access to or use of the Site, superseding any prior versions of these Terms. If an express conflict exists between these terms and a written agreement between you and FBN-I, such written agreement supersedes these Terms.

ANNEX 1 – FBN CODE OF CONDUCT

Trust and Openness

The Network is founded on the principles of open communication and trust.

Participation

Active participation by members is the vital ingredient that makes the Network valuable.

Confidentiality

Members are committed to sharing experiences and insights in an atmosphere of confidentiality.

Respect & Professionalism

Discussions and debates are always conducted in a respectful and professional manner.

Non-Solicitation

The Network is not a place to sell products or services to other members. It is a forum to learn from the exchange of ideas, experiences and information.

Appropriate behaviour

Appropriate behaviour is expected at all times. To report bad conduct, please email privacy@fbn-i.org.