

## General Terms and Conditions for the access of KOF Data

### 1. Definitions

“**GTC KOF**” shall mean these General Terms and Conditions for the access of KOF Data.

“**KOF**” shall mean ETH Zurich, Konjunkturforschungsstelle, Leonhardstrasse 21, 8092 Zurich, Switzerland.

“**Subscriber**” shall mean any natural person or legal entity indicated in the Offer.

“**Affiliate**” shall mean any legal entity which is controlled by, has control over or is under common control with Subscriber whereby “**control**” shall mean the holding of more than fifty (50) percent of the capital stock or participating shares entitled to vote for the election of directors.

“**Data**” shall mean the data and data sets controlled by KOF and received by Subscriber through the Service.

“**Data Package**” shall mean the quantity of Data as referenced in the Offer.

“**Interface**” shall mean the form of access to the Data provided by KOF, such as application programming interface (as described here: <https://datenservice.kof.ethz.ch/> or KOF Website (<https://datenservice.kof.ethz/static/keyexporer/>) or any other digital form of accessing the Data.

“**Party**” shall mean either KOF or the Subscriber and “**Parties**” shall collectively mean both KOF and the Subscriber.

“**Service**” shall mean the access to Data via an Interface as stipulated in the Offer.

“**Contract**” shall mean the Offer accepted by the Subscriber and these GTC KOF referenced therein.

### 2. Scope

These KOF GTC governs the access to the Interface and the respective use of the Data received via such access.

### 3. Offer and Acceptance

3.1 Upon request by the Subscriber, KOF may submit an offer to the Subscriber, incorporating these KOF GTC, for use of the Service (“**Offer**”). Such Offer shall indicate the Data Package, the Remuneration and either the Research Purpose, the Publication Purpose or the Vendor Purpose.

3.2 The Offer is valid for thirty (30) days after receipt by the Subscriber, if not stipulated otherwise in the Offer.

3.3 The Contract enters into force upon written acceptance of the Offer by the Subscriber or click to agree or accept the Offer where these options are presented to the Subscriber, whatever occurs earlier (“**Effective Date**”).

### 4. Service

4.1 Upon effect of the Contract and receipt of the pre-payments as set forth in the Offer, KOF shall provide to the Subscriber the login information to access the

Service or if the Subscriber is already in possession of the login information, KOF shall reactivate the Service.

4.2 KOF undertakes to provide the Service as described in the Offer with best efforts.

### 5. Ownership and Use of Data

5.1 All rights vested in the Service and/or the Data provided with the Contract remain with KOF.

5.2 If the Offer contains a “**Research Purpose**”, KOF grants to the Subscriber a non-exclusive, non-transferrable license to use, reproduce, modify, create derivative work and reformatting the received Data for internal research and analysis by the Subscriber including the preparation of hardcopy research documents and reports. The Subscriber is entitled to sublicense the Data to Affiliates for Research Purpose but is not allowed to distribute the Data to other third parties than the Affiliate. Subscriber shall ensure that the Affiliate comply with the restrictions of usage as set forth herein.

5.3 If the Offer contains a “**Vendor Purpose**”, KOF grants to the Subscriber a non-exclusive, non-transferrable license to use, reproduce, modify, create derivative work and reformatting the received Data for commercial purpose. The Subscriber is entitled to sublicense the Data to end-user.

5.4 If the Offer contains a “**Publication Purpose**”, KOF grants to the Subscriber a non-exclusive, non-transferrable license to use, reproduce, modify, create derivative work and reformatting the received Data including to grant sublicense to Affiliates. The license includes the right to publish the Data as described in the Offer.

5.5 The Subscriber shall add the following source to all publications of the Data or publications using the Data: “KOF Swiss Economic Institute”.

### 6. Privacy

By entering into the Contract and using the Interface, KOF collects the following personal information from the Subscriber: name, address, information about the browser type and version used, operating system, internet service provider, geo location, IP address, date and time of connection, original website from which was referred to our website, targeted websites from our website, name(s) of the downloaded file(s) and Data, Data volume transferred. The Subscriber hereby consents that KOF is allowed to use such personal information to perform the Service, operate and/or enhance performance of the Interface and to study and compare the Subscriber’s usage patterns. Except as required by law or a regulatory body, KOF will not share any of the Subscriber’s personal information with any third party. To the extent that the Subscriber did not choose to opt out, KOF may send to the Subscriber announcements, messages or other information.

### 7. Payments

7.1 The Subscriber shall pay KOF the remuneration as set forth in the Offer, plus Swiss VAT, if applicable

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("Remuneration"). Except as provided otherwise in the Offer, the Remuneration is due at the Effective Date and shall be transferred by the Subscriber within 30 days upon receipt of the respective invoice to an account nominated by KOF.

7.2 The Remuneration is non-refundable and owed irrespective of using the Service or exhausting the Data Package as set forth in the Offer.

### 8. Representations of Subscriber

8.1 The Subscriber represents that he/she is fully entitled to enter into the Contract.

8.2 The Subscriber shall maintain the login information to the Interface under its own responsibility. KOF shall not be liable for any damage caused by leak of said login information to third party due to reasons not attributable to the KOF, and Subscriber shall be responsible for any of KOF's or any third party's damages caused by the Subscriber's inadequate safekeeping of the login information or any other reason due to the Subscriber.

8.3 The Subscriber represents not to modify, adapt, and/or gain unauthorized access to the Interface. The Subscriber further represents not to reverse engineer the algorithms used by the Interface or probe the Interface for vulnerabilities.

8.4 KOF is entitled to suspend the Service or parts thereof with immediate effect at any time when (a) it is unavoidable for reasons associated with maintenance or construction work, when (b) Interface is not operating normally, when (c) the provision of Service and/or access to the Data has become difficult due to a mandatory disposition under the laws and regulations or legally prohibited, when (d) interruption is necessary to protect KOF from acts of unauthorized access, and/or when (e) the Subscriber breaches the Contract.

### 9. No Warranties

9.1 KOF represents that the Service is provided in accordance with Section 4.2. Any other warranty and/or representations, for the Services is excluded. In particular, the Subscriber acknowledges that any timelines contained in the Offer are estimates only and shall not give rise to claims against KOF. Furthermore, KOF may use third-party vendors to provide necessary hardware, software, networking, storage, and related technology to run the Interface. The Subscriber acknowledges that KOF is not responsible in any manner whatsoever for any actions or inactions of such third-parties vendors.

9.2 KOF makes no warranties, neither express nor implied, regarding the Data, including but not limited to warranties of originality, accuracy, non-infringement of third party rights, merchantability, completeness or fitness for a particular purpose.

### 10. Limitation of Liability

KOF assumes no liability for any damages, including but not limited to any indirect or consequential loss or similar damage (e.g. loss of profit, loss of revenue or

loss of contracts inter alia due to a shutdown; other costs and expenses) suffered in connection with the Contract, provided such damage was not caused by a wilful intent or act of gross negligence.

### 11. Term and Termination

11.1 Except as provided otherwise in the Offer, the Contract shall automatically terminate twelve (12) months after receipt of the login information by the Subscriber to access the Service.

11.2 Before the date of termination, each Party may prematurely terminate this Contract only in the event of a fundamental contractual breach by the other Party.

11.3 The provisions which, by their nature, are intended to survive the expiry or termination of the Contract shall continue to apply.

### 12. Communication

Any correspondence regarding the subject matter of the Contract must be addressed to KOF. Any questions or concerns regarding the Interface and/or the Data and/or the data privacy shall be address to: [dataservice@kof.ethz.ch](mailto:dataservice@kof.ethz.ch).

### 13. Advertisement

Except as set forth on Section 5.5, the Subscriber shall not use the names, logos or trademarks of KOF or its institutes, laboratories, researchers etc. in the context of advertisement without the prior written consent of KOF. In no case, the Subscriber shall be permitted to directly or indirectly refer to ETH Zurich when promoting and/or distributing the Data.

### 14. Miscellaneous

14.1 Subject to an Offer, the KOF GTC governs the contractual relationship of the Parties in relation to the subject matter thereof solely and exclusively. Any earlier agreements between the Parties governing the same subject matter are hereby terminated. Any general terms and conditions of the Subscriber are excluded. Nullity of individual provisions shall not affect the validity of the Contract.

14.2 The Parties do not, through this contractual relationship, acquire any rights from the other Party apart from those which are explicitly conferred by the Contract. Rights and obligations arising from the contract may not be transferred to third parties without the written permission of the other Party. Nothing in this contract shall imply any partnership, agency or joint venture relationship between the Parties.

14.3 In case of deviations between the Offer and these KOF GTC, the Offer shall prevail.

14.4 The Contract shall be construed and governed by the laws of Switzerland, without reference to its conflict of laws principles, and shall not be governed by the United Nations Convention on Contracts for International Sale of Goods (the Vienna Convention). The sole place of jurisdiction for any dispute arising from, or in connection with, the Contract shall be exclusively the courts of the city of Zurich.