

Terms of use

for the online platform www.hologram.tools

(Contact: support@hologram.tools)

&

the web application app.hologram.tools

Status: November 2023

1 General information

The

Hologram AG, Bösch 65 , CH 6331 Hünenberg

is the operator of the online platform (iF administration portal/provider) and the web application (iF app), which can be accessed under the above-mentioned web services. These support people with the daily organization and management of appointments and events and services for task management and as a communication tool. The provider's services can only be used on the basis of these terms of use. These may be supplemented, amended or replaced by other terms and conditions.

The provider is entitled to discontinue the operation of the app or its services in whole or in part at any time. The provider accepts no liability for the uninterrupted availability of the app or its services. Access to the app or the services may be blocked at any time, in particular if the user breaches their obligations under these terms and conditions.

2 Use of the provider's online platform

2.1

The use of the information, documentation and web applications made available on the provider's website is subject to these conditions.

2.2

The use of the provider's service is only possible and permitted if these conditions are accepted.

2.3

The technical conditions for using the provider's services are based on the conditions specified in the user area. In order to be able to use the systems without any problems, the user's smartphone and PC must meet the technical requirements for use. In particular, the user's device must have a compatible version of the operating system required by the provider for the app.

2.4

An internet connection to the user's preferred device is required to connect to the provider's app.

2.5

Some tools require an active third-party social media account, which the user must set up in the account settings.

2.6

First-time use of newly connected third-party social media accounts must be verified through our verification process before first use.

2.7

The provider's tools can possibly be tested or used by redeeming a promotional code with preferential prices.

2.8

For the best result and the best experience on the web and app platforms, we recommend filling in all the fields specified for the respective tools.

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The User agrees - not to take any action that imposes or may impose an unreasonable or disproportionately large load on our infrastructure; the User also agrees - not to use the Administration Portal to harass, bully or harm other persons in any way whatsoever; the User agrees that he will not hold the Provider responsible for his use of the Administration Portal; he agrees not to violate any requirements, procedures, policies or regulations of networks connected to the Provider; the User agrees not to interfere with (for example, by using Trojans, bots, hacking tools, etc) or disrupt the Administration Portal; . not to violate any federal or state laws; and - not to use the administration portal in a manner that is misleading, unlawful, defamatory, obscene, invasive, threatening or harassing.

If we determine that our users are committing any of the aforementioned acts, privileges to use our administrative portal may be terminated or suspended at our discretion. Generally, we will provide an explanation for any suspension or termination of use of any of our services, but Provider reserves the right to suspend or terminate any account at any time without notice or explanation.

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The User's ability to submit or transmit information via the Administration Portal, including but not limited to text, audio messages, videos, photos, images or other information, is referred to as "User Content". The User is solely responsible for all User Content submitted to us. When the User submits User Content to us, the User grants the Provider, its partners, affiliates, users, agents and assigns a non-exclusive, fully paid, royalty-free, irrevocable, worldwide, universal, transferable and assignable license to display, publicly perform, distribute, store, broadcast, transmit, reproduce, modify, create derivative works from and otherwise use and reuse all or any portion of the User Content. In addition, the User agrees that the Provider may use User Content in aggregate form for the purposes of benchmarking system performance, compiling statistics and system metrics, marketing and other purposes.

5 Your license

By accepting these Terms, we grant our users a personal, non-exclusive, revocable, time and location limited license to access our administration portal, -. This license is subject to compliance with these Terms and any other Additional Agreements. -. This license does not constitute an ownership right to any part of our administration portal or grant our users any right to copyrighted content on the platform. Such copyrights and intellectual property rights are the sole property of the Provider or its third party licensors. Except as otherwise provided in these Terms or other additional agreements, we may revoke the license or the user's right to access our administration portal at any time and without notice.

6 Supplementary agreements

In order to access some parts of the Administration Portal or some services offered through this portal, it may be necessary for our users to agree to and sign service agreements or other relevant agreements as required by providers. These should be read in conjunction with these Terms and may result in additional obligations when using the Administration Portal.

7 Technical framework conditions

7.1

The technical details of the provider's services can be found in the product description, which is available at the above-mentioned web addresses.

7.2

Due to product changes and improvements, the product description may contain minor changes to the technical capabilities of the provider's services during the term of a subscription.

8 Rights of use to information, software and documentation

8.1

The provider grants the user a non-exclusive and non-transferable right to use the information and documentation provided on the administration portal and the digital marketing kits to the extent provided for in these terms and conditions.

8.2

The user may not sell, rent or otherwise transfer the information and documentation or the digital marketing kits to third parties.

8.3

Information, brand names and other contents of the information and documentation as well as the marketing kits of the provider may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise utilized without the prior written consent of the provider and its suppliers.

9 Responsibilities of the user

9.1

In the event of willful or gross breach of the duty of care by the user or misuse of the administration portal, the user shall be liable for any damage incurred.

9.2

The information and documentation as well as the associated marketing kits of the provider are provided free of charge; no liability is assumed for material defects and defects of title with regard to the provider's GTC.

9.3

Although the provider always endeavors to keep the user's mobile device and computer free of viruses, the provider does not guarantee freedom from viruses. Before downloading files and using the administration portal, the user should ensure that appropriate security measures and virus scanners are in place to prevent viruses on all end devices for their own protection.

9.4

The provider may block access to the provider's administration portal at any time, in particular if the user breaches his obligations under the terms and conditions.

10 General provisions of the provider

10.1

Austrian law shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG) and the applicable conflict of laws rules. For disputes arising from or in connection with these terms and conditions, the competent court at the registered office of the provider shall have subject-matter jurisdiction, unless mandatory statutory provisions provide otherwise.

10.2

The provider operates the system and the provider's services and is responsible for them.

10.3

All ancillary agreements must be made in writing. This also applies to the waiver of the written form requirement itself.

10.4

Should any provision of these Terms of Use be invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by an economically equivalent or similar but permissible provision.

10.5

Although we endeavor to provide accurate data and content through the Platform, users should be aware that our Administration Portal and all information contained therein is provided "as is" and with all faults. The Provider assumes no responsibility for the temporary unavailability of the Administration Portal or for the timeliness, transportation, failure, deletion, non-delivery or failure to store or retrieve any user commands, data, communications or personalization settings in connection with the Provider. The user agrees that all information may be inaccurate, unsubstantiated or possibly even false. We cannot guarantee that the use of our administration portal will lead to any benefits or positive results for users. Unless otherwise stated, users agree to indemnify us against any liability we may have in relation to the use of our administration portal.

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The use of some services on other websites, such as LinkedIn.com, may not comply with their terms of use and may result in the restriction of the User's account on those websites. The user acknowledges that he/she downloads content or services from the services or otherwise

obtains them at his/her own discretion and risk.

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We endeavor to keep our administration portal secure and functional, but cannot guarantee continuous operation - or access to it. The user agrees that they use our administration portal at their own risk and that our administration portal is provided on an "AS IS" basis.

Accordingly, to the fullest extent permitted by applicable law, we disclaim all warranties, terms and conditions, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and freedom from viruses. To the extent permitted by applicable law, we (including our officers, directors, agents, and employees) shall not be liable, and the user agrees not to hold us liable, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits or other intangible losses, or any special, indirect or consequential damages) arising out of or in connection with the use of this website, indirect or consequential damages) arising directly or indirectly out of the use of our administration portal or related services, whether based on warranty, contract, tort (including negligence) or any other legal theory, and whether or not the Company has been advised of the possibility of such damages.

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The User agrees to defend, indemnify and hold harmless the Provider, its officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debts and expenses (including, but not limited to, attorneys' fees) arising out of the use of and access to the Provider's Administration Portal; any breach of any provision of these Terms; or any claim that the use of the Administration Portal has caused harm to a third party. This defense and indemnification obligation shall survive this Agreement and use of the Administration Portal. Users also agree that they have a duty to defend us against such claims, and we may require users to pay one or more attorneys of our choosing in such cases. User also agrees that this indemnification shall extend to paying our reasonable attorneys' fees, court costs and expenses. In the event of a claim as described in this paragraph, we may agree to settle with the party or parties bringing the claim, and the user will be liable for the damages as if we had litigated the claim.

14

The user is responsible for ensuring that the fair use of the provider's services complies with all rules and regulations of third parties.

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In no event will we, our directors, employees, partners, agents, suppliers or affiliates be liable for any indirect, incidental, special or consequential damages, including, but not limited to, damages for loss of profits, data, use, goodwill or other intangible losses, arising out of (i) access to or use of the Provider Services or inability to access or use the Provider Services; (ii) the conduct or content of any third party on the Provider Services; (iii) any content obtained through the Provider's Service; and (iv) unauthorized access, use or alteration of the User's transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been advised of the possibility of such damage, and even if any remedy set forth herein is found to have failed of its essential purpose.

16

The administration portal may only be used by persons who are 18 years of age or older. In this regard, the user must verify their age during the registration process.

17

Users and the Provider agree that all proceedings to resolve or settle disputes, whether in court or arbitration, shall be conducted on an individual basis only. They further agree that they will not attempt to litigate any dispute as a class action, representative action, collective action or private attorney general action.

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Users also agree that we shall not be liable to them for anything for which we might otherwise be liable if it is the result of events beyond our reasonable control, including but not limited to acts of war, riots, civil commotion, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, interruption of mail and communications, failure or lack of infrastructure, shortage of materials or other events beyond our reasonable control.

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If any provision of this Agreement is found to be unlawful, in conflict with any other provision of the Agreement, or otherwise unenforceable, the Agreement shall remain in effect as if it had been entered into without such unenforceable provision. If two or more provisions of this

Agreement or any other agreement that Users have entered into with the Provider are found to be in conflict, Users agree that the Provider shall have the sole right to decide which provision shall remain in effect.

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We reserve all rights available to us under these Terms and under the provisions of applicable law. Our failure to enforce any provision(s) of this Agreement or any applicable law shall not be construed as a waiver of our right to enforce the same provision under the same or different circumstances at any time in the future.

21

Users may not assign the rights and/or obligations under these Terms to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to another party at our discretion.

22

We may change this Agreement from time to time. If we change this Agreement, we will update this page and indicate the date of the last change, or we may send users an email. Users may refuse to agree to the changes, but if they do, they must stop using our administration portal immediately.

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Communications with Users will be electronic, regardless of whether Users visit the Administration Portal or send emails to Provider, or whether Provider posts notices on the Administration Portal. For contractual purposes, (1) the User agrees to receive communications from the Provider in electronic form; and (2) - that all terms, conditions, agreements, notices, disclosures and other communications that the Provider provides electronically satisfy any legal requirement that such communications would satisfy if they were in writing. The foregoing does not affect the User's statutory rights.

24 Contact us

If you have any questions about our website or these terms of use, please contact us using the email above. Please ensure that your request is clear and concise, especially if it is a request for information about the data we hold about you.