

General Terms and Conditions (AGB)

We are pleased to provide you with access to and use of the Aon Fringe Benefits Survey (the "**Survey**"). Once the Survey is completed, we will produce a Benefits Benchmarking Report (the "**Report**"). Please take the time to read these Terms and Conditions ("**Terms**") before proceeding, as they set out our agreement with you regarding the use of the Survey and the Report and are legally binding. By completing the survey, you expressly accept these Terms.

The use of this survey, the report and the content and services that you can access via the survey is at your own risk. The survey offered and the executive summary are free of charge. The detailed report, which is subject to a charge, is optional and will be made available at your request for a fee upon conclusion of a contract.

YOUR ATTENTION IS DRAWN TO THE BOLD TEXT AND CLAUSE 11 WHICH CONTAINS DISCLAIMERS AND LIMITATIONS OF LIABILITY IN CONNECTION WITH THE USE OF THIS STUDY AND/OR REPORT.

Please read these conditions carefully.

Any changes to these terms and conditions will be published on this page.

1. ABOUT US

- 1.1 The owner and operator of this study and this report is Aon Switzerland Ltd, Vulkanstrasse 106, P.O. Box, 80048 Zürich ("**Aon**").
- 1.2 Your contractual relationship in relation to this survey and report is with Aon and not with any of our affiliates or their respective third party service providers or subcontractors.
- 1.3 References in these conditions to:
 - a. The "**Aon Group**" comprises Aon and its affiliated companies.
 - b. "**Costs**" are the costs agreed in writing between the parties for the preparation of the report.
 - c. "**we**", "**our**" or "**us**" are references to Aon and/or the Aon Group.
 - d. "**You**" and "**your**" "User" means you and your organisation, including employees, contractors or agents using the Survey and/or Report.
- 1.4 The headings used in these terms and conditions are for convenience only and do not affect their interpretation.
- 1.5 Unless otherwise indicated, the use of the singular includes the plural, the use of any gender includes all genders, and any reference to a person includes a corporation, partnership and any other organisation or entity and vice versa.

2. PURPOSE OF THIS SURVEY/REPORT

Access to and use of this survey and the provision of the report has been granted to you on the basis of these terms and conditions, which constitute the legally binding agreement between us. By accessing or using the Survey and Report, you or your employees, contractors and/or agents indicate that you accept these Terms and agree to abide by them.

3. INFORMATION

There are risks involved in using information, software or products on the Internet and you should be fully aware of these risks before accessing, using or relying on anything on the Internet. It is your responsibility to check all information before relying on it.

4. COSTS

If you would like to purchase the detailed report, this will incur costs. A separate contract will be agreed with you for this.

5. UTILISATION BASIS

- 5.1 If you use this survey, you must comply with the terms of our Acceptable Use Policy as set out in clause 6

set out below.

- 5.2 We reserve the right to suspend, withdraw or restrict access to the Survey and/or Report (as the case may be) or any part thereof at any time and without notice if we deem it appropriate. This also applies if we believe that you have breached these terms and conditions.
- 5.3 We are not obliged to restore your data that is deleted in the course of the suspension, withdrawal or restriction of your access to the survey.
- 5.4 These terms govern your access to the information available in the survey, including the information you provide.
- 5.5 You are responsible for making all arrangements necessary for you to access our survey, including accessing the internet and installing, configuring and obtaining licences for any software required to use and access this survey and ensuring that the software functions properly.

6. GUIDELINE FOR USE

- 6.1 You may only use this survey, report and any related services for lawful purposes. You must comply with the usage guidelines set out in this clause ("**Usage Guidelines**").
- 6.2 You must not allow this:
 - 6.2.1 knowingly transmit any data, send or upload any material that is corrupted or contains viruses, trojangers, worms, keystroke loggers, spyware, adware or other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware or to take any action that results in the survey becoming unavailable for use by others (including any form of denial of service attack);
 - 6.2.2 gain unauthorised access to, interfere with, damage or disrupt our survey, the software, server or other equipment or networks used to deliver our survey (including those owned or used by third parties).
- 6.3 A breach of the above two requirements constitutes a criminal offence under the Computer Misuse Act 1990. We will report any such offence and disclose your identity to the relevant law enforcement authorities.
- 6.4 In addition, you agree not to use this survey or authorise any other person to use this survey (including any survey content or materials):
 - 6.4.1 in a manner that violates applicable local, national or international laws or regulations;
 - 6.4.2 in a manner that is fraudulent or has a fraudulent purpose or effect;
 - 6.4.3 for own or third-party commercial purposes;
 - 6.4.4 modify, adapt, decode, decompile, disassemble or reverse engineer the software included in the survey or in any way forming part of the survey or the services provided by the survey;
 - 6.4.5 copy, reproduce, duplicate, modify, distribute, publish, resell or transfer any elements of this survey, including the software contained therein, the content or the services offered through it;
 - 6.4.7 Send, knowingly receive, upload, download (other than page caching required to view this survey on the Internet in accordance with these Terms), post, distribute, disseminate or otherwise transmit any material that is inaccurate, illegal, defamatory, libelous, infringing, obscene, indecent, unsolicited, unauthorised (including "spam") or otherwise objectionable or that could expose you or us to legal action or reputational harm;
 - 6.4.8 gain or attempt to gain unauthorised access to or interfere with, damage or disrupt any part of this survey, computer systems, equipment, software or networks on which this survey is stored or through which it is operated;
 - 6.4.9 use any technology or process of any kind to access, collect, copy, monitor, navigate or search the Survey or any part thereof (including the use of data mining, robots or similar data collection and extraction tools); or
 - 6.4.10 in a way that has not been authorised by us.

- 6.5 You will fully co-operate with any law enforcement authorities, regulators or court order requesting or directing us to disclose the identity of or locate anyone posting any material in breach of our Acceptable Use Policy.

7. CONSEQUENCES OF VIOLATIONS OF THE TERMS OF USE

- 7.1 We may monitor and log user activity to identify actual or potential misuse of the survey.
- 7.2 Failure to comply with our Acceptable Use Policy constitutes a material breach of these Terms.
- 7.3 If we have reason to believe that you have used or will use the Survey in violation of our Terms of Use, we may take such action as we deem appropriate, including: immediate, temporary or permanent withdrawal of your right to use the Survey; immediate, temporary or permanent removal of any material you have contributed to the Survey; legal action against you; and/or disclosure of such information to law enforcement or regulatory authorities as we deem necessary.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All intellectual property rights in the Study and in the reports produced as part of the Study and in the material published therein are owned by or licensed or sub-licensed to Aon. The entire contents of the study and the reports are subject to copyright with all rights reserved.
- 8.2 You may not remove any reference to the fact that we or one of our contributors is the author of a survey or report.
- 8.3 You can download or print out the content or individual sections or pages of the survey for use in your capacity as an employer in your organisation.
- 8.4 You may not use illustrations, photographs, video or audio sequences or graphics separately from any accompanying text or explanation.
- 8.5 You may not post any materials you have printed or downloaded from this survey or report on social media or alter the paper or digital copies.
- 8.6 You may not modify, adapt, copy, distribute, download (other than page caching as necessary to view this survey on the Internet in accordance with these Terms) or post any material from the survey, nor may you store any portion of the survey on any other website or include it in any public or private electronic retrieval system or service.
- 8.7 If you print, copy, download or post any part of our survey on social media in breach of these terms, you must, at our option, return or destroy any copies of the materials you have made.
- 8.8 You may not use any part of the material in our survey or report for commercial purposes without our prior written consent.

9. LINK TO THIS SURVEY

You may not link (or encourage a third party to link) any page on a third party website to any part of our survey, including by framing or hypertext linking.

10. EXCLUSION OF WARRANTIES

To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, with respect to this survey and report, its contents and the services accessed through it.

11. OUR LIABILITY

PLEASE READ THE PROVISIONS OF THIS CLAUSE CAREFULLY AS THEY EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LOSSES YOU MAY SUFFER IN CONNECTION WITH THE USE OF THIS STUDY AND/OR REPORT.

- 11.1 Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under applicable law.
- 11.2 We assume no liability for the availability, accuracy, completeness or timeliness of the survey. We reserve the right to change, interrupt or discontinue the survey at any time and without prior notice.

- 11.3 The information and questions contained in the survey are for informational and/or exploratory purposes only. We assume no responsibility for the use or interpretation of the survey results/report by the participants.
- 11.4 We shall not be liable for any direct, indirect, incidental or consequential damages arising out of the use or inability to use the survey, including, but not limited to, loss of data, loss of profits or loss of business.
- 11.5 This exclusion of liability also applies to slight negligence on our part or on the part of our legal representatives or vicarious agents, except in the case of damage resulting from injury to life, limb or health.
- 11.6 We accept no liability for technical malfunctions, including but not limited to server failures, loss of data or other technical problems that may affect participation in or access to the survey.
- 11.7 The survey does not constitute legal, financial, medical, tax or other advice. Decisions made on the basis of the survey results/report are made solely at your own risk.
- 11.8 If the survey contains external links or references to third-party providers, we accept no responsibility for the content, availability or use of such external resources. These are outside our sphere of influence.
- 11.9 Whilst we take all reasonable steps to protect our systems using virus checking software, please note that you download content from the Survey at your own risk. We accept no liability for any loss or damage you may suffer as a result of any distributed denial-of-service attack, computer viruses, Trojan horses, worms, software bombs or other items of a destructive nature that result from your use of the survey. You are responsible for protecting your computer systems from viruses by using anti-virus software, firewalls and other technical measures.
- 11.10 If this survey is temporarily unavailable, we will take the necessary steps to rectify the problems, but we do not guarantee the complete, error-free and continuous availability of this survey, which may be affected by routine maintenance and updates. We will not be liable to you or any third party if this survey or any part of it is unavailable for any reason at any time or for any period.

12. GENERAL

- 12.1 We reserve the right to remove, amend, update or change this survey or any content on any page of this survey, including these terms and conditions, at any time. We will endeavour to give you reasonable notice of any major changes.
- 12.2 By completing the survey, you agree that Aon may collect the information you provide and (i) share it with members of the Aon Group and (ii) use it to prepare industry reports and conduct benchmarking, and that Aon may receive compensation from its clients for providing these services.
- 12.3 The data provided as part of the survey will be summarised and made available in anonymised form in connection with the reports prepared for the companies that participated in the survey and in the results published publicly by Aon. You agree and acknowledge that Aon may name you as a participant in the survey in such reports, but no other individual company data will be published. The report received will be based on the information entered and Aon does not verify the accuracy of this information. No one should act on the basis of this information without first seeking professional advice and each recipient is responsible for the use of the report.

13 DISPUTES AND APPLICABLE LAW

- 13.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Swiss law.
- 13.2 The place of jurisdiction is Zürich.