

# TERMS & CONDITIONS

## 1. Acceptance of Terms of Use and Amendments.

Each time you use or cause access to this web site, you agree to be bound by these Terms of Use, and as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this web site, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms of Use. Please see our Privacy Policy, which is incorporated into these Terms of Use by reference.

## 2. Our Service.

Our web site and services provided to you on and through our web site on an "AS IS" basis. You agree that the owners of this web site exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this web site and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

## 3. Your Responsibilities and Registration Obligations.

In order to use this web site, you must register on our site, agree to provide truthful information when requested, and be at least the age of thirteen (13) or older. When registering, you explicitly agree to our Terms of Use and as may be modified by us from time to time and available here.

## 4. Privacy Policy.

Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy.

## 5. Registration and Password.

You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use of your registration, user account or password.

## 6. Your Conduct.

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials ("Content"), publicly or privately provided, shall be the sole responsibility of the person providing the Content or the person whose user account is used. You agree that our web site may expose you to Content that may be objectionable or offensive. We shall not be responsible to you in any way for the Content that appears on this web site nor for any error or omission. You explicitly agree, in using this web site or any service provided, that you shall not:

- (a) provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortious, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this web site or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;
- (b) impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you;
- (c) collect or harvest any data about other users;

- (d) provide or use this web site and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;
- (e) provide any Content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets.

7. Submission of Content on this Web Site. By providing any Content to our web site:

- (a) you agree to grant to us a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology known or later developed;
- (b) you warrant and represent that you have all legal, moral, and other rights that may be necessary to grant us with the license set forth in this Section 7;
- (c) you acknowledge and agree that we shall have the right (but not obligation), in our sole discretion, to refuse to publish or to remove or block access to any Content you provide at any time and for any reason, with or without notice.

8. Third Party Services.

Goods and services of third parties may be advertised and/or made available on or through this web site. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

9. Indemnification.

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this web site or service, your provision of Content, your violation of this Terms of Use or any other violation of the rights of another person or party.

10. Disclaimer of warranties.

You understand and agree that your use of this web site and any services or content provided (the "service") is made available and provided to you at your own risk. It is provided to you "as is" and we expressly disclaim all warranties of any kind, implied or express, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement.

WE MAKE NO WARRANTY, IMPLIED OR EXPRESS, THAT ANY PART OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OF ANY QUALITY, NOR THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. YOU UNDERSTAND AND AGREE THAT NEITHER US NOR ANY PARTICIPANT IN THE SERVICE PROVIDES PROFESSIONAL ADVICE OF ANY KIND AND THAT USE OF SUCH ADVICE OR ANY OTHER INFORMATION IS SOLELY AT YOUR OWN RISK AND WITHOUT OUR LIABILITY OF ANY KIND.

Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.

11. Limitation of liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF

- (I) THE USE OF OR THE INABILITY TO USE THE SERVICE,
- (II) THE COST TO OBTAIN SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH THE SERVICE,
- (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS,
- (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR

(V) ANY OTHER MATTER RELATING TO THE SERVICE.

In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

12. Reservation of Rights.

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our web site, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our web site or service without our prior written consent.

13. Applicable Law.

You agree that this Terms of Use and any dispute arising out of your use of this web site or our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this web site is located, without regard to its conflict of law provisions. By registering or using this web site and service you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this web site is located.

14. Personal data.

Amaris is committed to maintaining the privacy and security of your personal information. We undertake to provide the best level of protection to your personal data in accordance with the legal constraints. We encourage you to review the present statement so that you may understand and consent to how we may collect, use, and share your personal information.

By personal data it is understood all information which relates to an individual and which identifies that individual, either directly or indirectly, such as, but not limited to, your name or your contact information.

**Data Controller identification**

The personal data is collected by:

AMARIS GROUP SA

Chemin des Coquelicots 16

CH-1214 Vernier

CHE-476.382.049

In order to guarantee an appropriate level of protection to all your personal information, our Internet site is hosted in the European Union. The host that collects the personal data is Amaris Technologies GmbH whose registered office is located at Rivergate Gate 2 D2, 92 Handelskai, 1200 Wien, AUSTRIA, company incorporated and existing according with the Austrian laws under the number FN177463a.

**Collection, use and disclosure of collected personal data**

As visitor, registration is not required. We do not collect any personal information about you except if explicitly requested.

However, there are circumstances for which you can choose to provide your personal data for the following purposes:

- ▶ **Contact:** the data collected within the contact form (last name, first name(s), and email) are subject to data processing for information purposes. We will follow up on your comments and requests that you submit to us through our website, such as online queries or business related inquiries.
- ▶ **Recruitment:** the personal data contained on your CV, the data that you fulfil through our website, as well as all data that could be generated as a consequence of your participation in a recruitment process. Transmitted data will be used exclusively for recruitment and will not be transmitted to other parties. The candidates are asked not to provide any irrelevant information on their CVs.
- ▶ **Suggest an event:** the data collected within this form allow us to take part in an event following a request from a student, or to trainings following a request for an association or sponsoring purpose.
- ▶ **Downloading documents:** the data collected (email, name, surname and job title) is necessary for the downloading of documents. If you do not provide the requested personal data, you will not be able to benefit from the several functionality offered by our websites, in case you are interested in a collaboration with Amaris.

We do not usually seek sensitive information (e.g., data relating to race or ethnic origin, religious beliefs, criminal record, physical or mental health, or sexual orientation) from visitors. We will, where necessary, obtain

your explicit consent to collect and use such information.

In each cases, if you choose to give us your e-mail address or a phone number, we will communicate with you via your transmitted choice.

We do not share your data with others parties outside Amaris Group or its entities.

#### **Recipients**

Amaris refers to the global organization, as part of Amaris Group and may refer to one or more of the Company's entities, each of which is a separate legal entity. We reserve the right to share with other subsidiaries of Amaris Group any personal data and information that you volunteer or that is otherwise collected on one of our entities in any country. The recipients of all personal data collected are our internal services in charge of the above-mentioned purposes.

Amaris does not sell or rent your personal data to third parties for marketing purposes.

In requested by subpoenas, court orders, or legal process we may disclose your personal data and other related information, if needed. We may also choose to establish or exercise our legal rights against legal claims.

#### **Data retention period**

Amaris will retain your personal data as long as necessary to fulfil the purposes for which it was collected, or as required by applicable laws or regulations.

#### **Data subject rights**

All users of the present internet site have a right to access, edit, or delete their personal data. This right can be exercised by sending an email to [personaldata@amaris.com](mailto:personaldata@amaris.com), enclosing a copy of your ID or passport. Any users of the present internet site may also, for legitimate reasons, oppose the processing of their personal information.

#### **Changes**

We reserve the right to modify the present terms and conditions as needed. Please check our page periodically in order to monitor the changes.

#### **15. Miscellaneous Information.**

(i) In the event that this Terms of Use conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of this Terms of Use will remain valid and intact;

(ii) The failure of either party to assert any right under this Terms of Use shall not be considered a waiver of any that party's right and that right will remain in full force and effect;

(iii) You agree that without regard to any statute or contrary law that any claim or cause arising out of this web site or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred;

(iv) We may assign our rights and obligations under this Terms of Use and we shall be relieved of any further obligation.