

The Terms and Conditions were last updated on 21 August 2024

## 1. Introduction

These Terms and conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

## 2. Binding

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some particular cases, we can also ask you to explicitly agree.

## 3. Electronic communication

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

## 4. Intellectual property

We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

### 4.1 All the rights are reserved

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).



## 9. Warranties and liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- this website or our products or services will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis;
- the quality of any product or service purchased or obtained by you through this website will meet your expectations.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

## 10. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services.

We have developed a policy to address any privacy concerns you may have. For more information, please see our [Privacy Statement](#) and our [Cookie Policy](#).

## **11. Export restrictions / Legal compliance**

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of United States.

## **12. Affiliate marketing**

Through this Website we may engage in affiliate marketing whereby we receive a percentage of or a commission on the sale of services or products on or through this website. We may also accept sponsorships or other forms of advertising compensation from businesses. This disclosure is intended to comply with legal requirements on marketing and advertising which may apply, such as the US Federal Trade Commission Rules.

## **13. Assignment**

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

## **14. Breaches of these Terms and conditions**

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

## **15. Indemnification**

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

## **16. Waiver**

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

