

Terms and Conditions of Service

Introduction & Scope.

Welcome, please read the following Terms and Conditions of Service (hereinafter, the “**Terms**”) for the website available at the URL www.polisystems.ch, along with its subdomains and web pages. This is a legal agreement which sets out the terms and conditions on which Polisystems (hereinafter referred to as “**Polisystems**”), will provide services to you or to the legal entity you represent (hereinafter ‘**you**’, ‘**your**’, and/or ‘**yourself**’).

These Terms are supplementary to the General Merchant Agreement of Polisystems, available [here](#). Upon the case of any conflict among them, the terms and conditions of the Merchant Agreement will prevail.

The terms ‘**us**’, ‘**its**’, ‘**ours**’ and/or ‘**we**’, as used herein, shall refer to us, Polisystems and/or our affiliates, assignees, successors and/or brands. These Terms shall also supplement our Privacy Policy (the “**Policy**”), incorporated herein by reference.

User Agreement & Acceptance.

By accessing our Site, you are agreeing to be bound by these Terms, which constitute a legally binding user agreement, along with any and all applicable laws and regulations. By using our Site, you represent and warrant that you: (a) are of legal age or legal capacity in your jurisdiction; (b) agree to all of the terms and conditions stated herein; (c) have the right, power, and authority to bind your represented entity or the agency to these terms and conditions.

You hereby acknowledge and covenant to abide by and comply with any applicable federal, state and local rules and regulations applicable to your use of our services. If you do not agree with any of these Terms, you are thereby prohibited from using or accessing this Site.

The Site’s accessibility to the user is solely provided for the user’s individual benefit. If you are using our Site in representation of a corporate third party, you hereby represent and warrant that you have the necessary power and authority in order to execute this agreement.

In order to use the functionalities and services provided, you will need to register for an account with us, thereby disclosing certain proprietary information, along with personally identifiable information.

Services Offered.

Polisystems provides, operates and manages Internet, telecommunications and infrastructure services such as remote server, storage and network infrastructure. We also provide other services, as indicated on our Site from time to time (jointly referred to as the “**Services**”). We may offer additional Services both online and offline from time to time.

Account Registration and Security.

In order to use our full Services, you will need to create an account with us, including all mandatory fields on our registration forms, as requested by us from time to time. You must provide accurate and complete information. You agree to keep secret the password chosen upon creating your account and not to communicate it to anybody. If you lose or disclose it, you must promptly inform us.

You are solely responsible for the activity that occurs on your account and for keeping your password secure and confidential. You must notify us immediately of any breach of security or unauthorized use of your account. You will be liable for any and all misuse of your account, including the fraudulent use by a third party, or even the disclosure of your password. We reserve the right to request identification and compliance documents from our users, at any time and at our sole discretion.

Parental Notice.

Polisystems encourages parents, legal guardians and responsible adults to be actively involved in the safe use of the Internet by children and minors. All users must at least be eighteen (18) years of age, or older in order to purchase our products and/or to use our services.

Accordingly, we reserve the right to request any and all applicable proof of identification and consent proof from our users, at any moment, without prior notice, and at our sole and final discretion. All of our users are otherwise prohibited from providing us with personally identifiable information of persons under the age of thirteen (13).

Changes to the Services.

Polisystems reserves the right to modify, amend, suspend, upgrade, update or otherwise modify these Terms and the Site, by means of a reasonable notification to each registered user beforehand. Any changes will be displayed on the Site, and we may also notify you by email. Please refer to the last effective date where changes were last undertaken by us. Your use of our Services after the effective date of any update – either by an account registration or simple use – thereby indicates your acceptance thereof.

User Support.

If you have any questions or complaints regarding the Site or our Services, please contact us by email as indicated on our contact web page. We will undertake commercially reasonable efforts in order to answer as quickly as possible. You must provide us with full details of your service query so that we can clearly assess your concerns.

Billing Terms.

The prices of Polisystems services are shown in the list of current prices, and changes are communicated to the customer as soon as possible. During the term of each applicable contract, Polisystems may change its prices to a reasonable extent if essential cost factors have changed (e.g. price updated by cloud, SaaS and IAS providers). Polisystems also reserves the right to undertake the necessary actions if the customer's use of Polisystems services takes on unusual proportions due to its workload, intensity or cost.

Payment Processors Terms.

Our suppliers rely on authorized third-party payment processors in order to bill you through a payment account linked to you, and henceforth you hereby designate us as payment agent in order to transmit your personal information to such third party payment processors, which are the ones that made the charges, not us.

Accordingly, Polisystems shall not be held responsible for any and all errors, fees and currency conversion fees by the payment processor, and you should review its terms and policies from time to time, which will govern the provision of services to you.

Disputes & Charge-backs.

All users must provide us with valid and current billing information. Except as expressly set forth herein, all payment charges are final and non-cancelable. If we detect any chargeback or if any payment is not received by us or our payment processors for any reason, you will promptly pay us any and all amounts due to us upon notice. Any failure or inability by us to process any payment hereunder does not relieve you from your payment obligations.

A chargeback is typically caused when a customer disputes a charge that appears on their bank or payment processing statement. A charge-back may result in the reversal of a transaction, with the amount charged back to you. You can be assessed charge-backs for: (i) customer disputes; (ii) unauthorized or improperly authorized

transactions; (iii) transactions that do not comply with payment processor network rules or are allegedly unlawful or suspicious; or (iv) any reversals for any reason by our payment processor or the institutions handling the transaction.

When a chargeback is issued, you are immediately liable to Polisystems for the full amount of payment of the chargeback, plus any associated fees, fines, expenses or penalties (including those assessed by our payment processor or the financial institutions handling the transaction). Accordingly, you hereby represent and warrant that you expressly appoint Polisystems as your agent, with full power to recover these amounts by debiting your account or setting off any amounts owed to you by us.

If we are unable to recover funds related to a charge-back for which you are liable, you will pay us the full amount of the chargeback immediately upon demand; thus you agree to pay all costs and expenses, including without limitation, costs assessed by our payment processor, legal fees and other legal expenses, incurred by or on behalf of us in connection with the collection of any unpaid charge-backs unpaid by you.

User Code of Conduct.

Depending on the scope of Polisystems Services as provided to the necessities of each customer, close collaboration may be necessary between Polisystems and the customer. In this case, intermediate objectives and reciprocal obligations of cooperation and acceptance of the works will be defined by an individual contract. If the customer does not fulfill these reception and cooperation obligations, Polisystems is released from the obligation to continue providing services to it. After sending a warning to the customer, Polisystems can further invoice the costs incurred up to that point, the payment of which will become due immediately.

As our user, you agree not to undertake, motivate, or facilitate the use or access of the Site or the Services in order to:

- Infringe these Terms, or allow, encourage or facilitate others to do so.
- Plagiarize and/or infringe on the intellectual property rights or privacy rights of any third party, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
- Collect, receive, transfer or disseminate any personally identifiable information of any person without due consent from the title holder.
- Redirect the traffic of the Site to unauthorized third-party platforms.
- Implement, maintain and use any means for altering the safety features of our affiliate and advertising networks.
- Republish, sell, rent or sub-license content or materials from the Site without our authorization.
- Reproduce, duplicate or copy material from the Site without our authorization.
- Distribute, post or otherwise make available any content that: (i) infringes on or endangers the intellectual property rights of any person (e.g. trademark, moral rights, trade secret, copyright, ancillary rights or other); (ii) enables any act that could promote or cause discrimination, racism, harm, libel, hatred or violence against any individual or group; (iii) endangers children and underage persons; (iv) is or allows illegal or fraudulent activities to take place; (v) is or may constitute a criminal or capital offense or otherwise infringes on any applicable law; and/or (vi) is or can be considered to be obscene, sexually explicit material, pornographic, related in any way to marijuana or cannabis, threatening/defamatory, plagiarized, firearms, tobacco, alcohol, gambling, binary options, Forex, pornographic or analogous material.
- Collect, receive, transfer or disseminate any personally identifiable information of any person without due consent from the title holder.
- Use any automated or manual process to obtain, copy, process, access and/or use our Site or Services or any part therefrom to capture unauthorized data or content, for any purpose.

- Enable, undertake, program or execute any type of system, computer program or technique in order to data-mine, retrieve, scrape, index or otherwise extract unauthorized information from Polisystems or any portion or data feeds therefrom. For purposes of clarification, such actions will include the use of persons, site search/retrieval applications, software ‘robots’ and ‘spiders’ and any analogous data gathering and extraction tools, regardless of the type and amount of information intended for extraction.
- Use our Services to disseminate any type of computer viruses, worms, defects, trojan horses or other items of a destructive nature.
- For unlimited offers it’s possible to use the 1 gb/s offer all the month long but after 200 TB of traffic you can use the traffic with no limitation but at 250 Mb/s (648 TB per month) If you go with a custom plan it’s possible to use up to 2592 TB per month. Of course, this rule should be only applied if there is abuse (1 gb/s during more than 1 day straight).
- Undertake any action that will or may cause an unreasonable load on Polisystems’ and/or its partners’ and affiliates’ technology or infrastructure, or otherwise make excessive traffic demands from Polisystems.
- Intercept or monitor activity via our App or Services, without our express authorization.
- Otherwise reverse engineer, decompile or extract the proprietary code of the App and our Services.
- Use our services to host pornographic content is strictly prohibited.

Account Suspension & Termination.

Polisystems encourages you to report violations of our Terms. Users undertaking conducts that may constitute a factual –or even alleged– breach of these Terms, including but not limiting, using automated mechanisms to make fraudulent communications, may become subject to immediate account suspension/termination, at our sole and final discretion, without notice and without responsibility.

We reserve the right, at our sole and final discretion, to deactivate, freeze, suspend or terminate any account upon any factual or alleged breach of these Terms. You must notify us immediately of any change in your eligibility to use our platform, or if you suspect a breach of security or unauthorized use of your account.

You acknowledge and agree that we may report any activity that we believe may violate any law to law enforcement, regulators or other relevant third parties, and that any violation of the aforementioned provisions may result in the immediate termination of your access to the Site or our Services.

Content Moderation.

Polisystems encourages users to report violations of our Terms. Each user is solely responsible for their activities and any content posted, transmitted or otherwise made available via our Services.

Our Services may incorporate interactive discussion forums, bulletin boards, review services or other types of public forums in which you or your users may post user generated content (e.g. reviews, messages, videos, selfies, posts and other content).

The Internet is not an anonymous means of communications; thus, we cannot guarantee the confidentiality of any content that you provide to us via the Services. Each piece of content that you post is intended for public review, and except for content expressly marked as private, most user generated content that you share with us will result in such content being made publicly available for users in our Site and other third party websites, including search engines and social media sites. Not all content can be marked as private.

Polisystems has the right, but not the obligation, to monitor any user activity and ‘user generated content’ (e.g. names, photos, posts, feedback, images, comments, questions and other content) to determine compliance thereof, and to edit, refuse to post or remove any material or content submitted to or posted on our Services that we find to be in violation of our Terms of Use, Privacy Policy or that is otherwise objectionable.

You acknowledge and agree that we may report any activity that we believe may violate any law to law enforcement, regulators or other relevant third parties, and that any violation of the aforementioned provisions may result in the immediate termination of your access to the Polisystems and our Services.

We reserve the right (but not the obligation) to monitor disputes between you and other of our users, but not with suppliers.

No Spam Policy.

We reserve the right to screen any user generated content to locate and delete any spam or deceiving coupon, code, offer or link to any product or service. We will not tolerate, and we will not allow others to undertake through our Services or Site, any and all massive delivery of unsolicited bulk communications to our users or to any third party.

Any commercial electronic communication that you receive from us our partners, licensors, suppliers and affiliates will require your prior consent to such communication. Our commercial communications will include measures in order for you to stop receiving them, usually through an unsubscribe link. Please see our Policy for more information.

User Licenses.

Limited License. Polisystems grants you a limited, non-exclusive, revocable and non-transferable license to utilize and access the Services. You are prohibited from duplicating, re-engineering, reverse engineering, modifying or otherwise using the Services, in whole or in part. Polisystems does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information; and you shall have no right, either directly or indirectly, to own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve or create any new or derivative works from, or display, distribute, perform or in any way exploit any downloaded Services and computer applications, in whole or in part.

User Generated Content License. You hereby grant Polisystems an unlimited, non-exclusive, sub-licensable, assignable, royalty-free, perpetual, irrevocable, for all the countries and territories through the world, right and license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes), communicate, publish, publicly perform, publicly display and distribute such any content you may upload, disseminate, deliver, create or transfer, including computer data, code, text, executable code, databases, any post, original audio file, message, chat, files uploaded, personal images, videos, photographs, audios, likes, posts, data inputted, e-mails sent, or otherwise any content delivered to Polisystems via the Site or the Services. You represent and warrant to Polisystems that you have all rights, authorizations or otherwise hold sufficient title for any and all content submitted to Polisystems as set forth herein.

Feedback. In addition, you hereby grant to Polisystems, an unlimited, non-exclusive, assignable, transferable, sublicensable, irrevocable, royalty free, perpetual and for all the countries and territories in the world, right and license to use, exploit any feedback, suggestion, enhancement, request, recommendation, correction or comment provided by you to us regarding the Site and the Services.

Proprietary Rights.

The trademarks, copyright, service marks, trade names and other intellectual property rights and proprietary notices displayed on the Site and the Services are the property of or otherwise are licensed to Polisystems and its licensors and affiliates, whether acknowledged (or not), and which are protected under intellectual property laws, including copyright laws and treaties and other jurisdictions throughout the world.

Respective title holders may or may not be affiliated with us or our affiliates, partners and advertisers. No section hereof shall be construed as intent to grant to you any right transfer or interest in the Site or our Services, in whole or in part.

You acknowledge and agree that any and all infringing use or exploitation of copyrighted content in the Site and/or the Services may cause us, our affiliates, licensors or content providers irreparable injury, which may not be remedied solely at law, and therefore our affiliates, licensors or content providers may seek remedy for breach of these Terms, either in equity or through injunctive or other equitable relief.

Advertising & Opt-out Policy.

We may support the Site and our Services through advertising and other commercial opportunities. These advertisements may be tailored to the content the Site, and the nature and extent of such advertising by us is subject to change without prior notice. Please refer to our Policy for information regarding certain advertisement opt-out.

The Site may allow you to subscribe to or newsletter service, which may be provided by us or through an authorized third party. Through our newsletter, you may receive information according to your user preferences. As our user, you will receive a conspicuous communication indicating subscription therefore and you will be able to select the amount and type of emails received by you. If you wish to unsubscribe, you will find 'unsubscribe' and similar links on our electronic communications, and also in your account preferences.

User Privacy.

By disclosing any data and personally identifying information to us, you agree to our Policy, including the collection, process, storage and disclosure of such personally identifiable information, including to our affiliates, partners and clients. We will ask for your express consent, including for inclusion into our newsletters, updates, and follow ups. For more information, please read our Policy.

User Representations and Warranties.

You hereby represent, warrant and covenant that: (i) your use of our Site and Services, and all your uploaded and used data shall be at all times compliant with these Terms and all local, state, federal and international laws and regulations applicable to you and your organization; (ii) you have obtained all necessary rights, releases and permissions to provide any data to Polisystems and its affiliates, licensors and agents; and to grant the rights granted to Polisystems in these Terms, including without limitation any intellectual property rights or rights of publicity, privacy and any use, collection and disclosure authorized.

Term, Termination.

The term hereof shall begin on the date that comes first among: (i) first access to the Site; (ii) your first access or execution of our Services; or (iii) Polisystems begins providing its Services to you.

The term hereof will automatically end on the earlier date of either your: (i) account deactivation, suspension, freezing or deletion; (ii) access termination or revocation for our Services; (iii) Polisystems' termination of these Terms, at its sole and final discretion; (iv) the termination date indicated by Polisystems to you from time to time; or (v) Polisystems' decision to make the Site or the Services no longer available for use, at its sole and final discretion.

Termination for cause by Polisystems.

These Terms, along with any and all licenses granted hereof may or will automatically terminate if you breach any of the terms and conditions contained herein. Our General Merchant Agreement includes certain termination

causes applicable to each individual Service customization. For more information, please refer to Sections 3.3, 3.4, 3.5 and 12.

Upon termination for breach, your rights to use our Site, our Services and any information provided or generated thereby shall cease and you shall not be entitled to any compensation, credit, remedy or refund of any nature. In this case, please contact our support department in order to initiate the process of receiving a backup copy of your user data, if any, subject to the terms and conditions of our providers, such as Amazon Web Services.

Limited Guarantee.

Polisystems shall undertake commercially reasonable efforts to ensure that any interface or integration from a third-party provider or system as part of the Services operates correctly. Notwithstanding, you acknowledge that the successful operation of any interface or integration is dependent upon the technical set up of said third party systems. Accordingly, you agree that: (i) Polisystems cannot be held liable for any failures in the operation of the interface or integration resulting from acts or omissions by you or the third party; (ii) Polisystems shall have no liability or obligation whatsoever to you in relation to the Content on or use of, or correspondence with any third party website or service made available via the Services. If an issue arises with regard to the effective operation of an interface or integration to a third-party provider or system, Polisystems will use its commercially reasonable efforts to resolve the issue.

No Endorsement.

Some or all of the images shown in the Site are licensed and/or purchased stock photos, and are only shown for illustration purposes. Some or all of the content delivered, displayed and provided via the Site is licensed by external third parties, and does not reflect Polisystems' opinions, nor do Polisystems, its affiliates, subsidiaries, officers, employees and agents guarantee its actual veracity or make any endorsement thereof.

You acknowledge and agree that Polisystems shall not always be required to actively monitor nor exercise any editorial control whatsoever over the content of any material or information created, obtained or accessible through the Services or Site. Each registered user is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other.

Disclaimer of Warranty.

To the fullest extent permissible under applicable law, the Site and the Services are provided to you "as is", with "all faults" and "as available", without warranty of any kind. Polisystems, and its affiliates, clients, agents, officers, licensors and/or distributors, do not make, and hereby disclaim, any and all express, implied or statutory warranties, including implied warranties of description, quality, fitness for a particular purpose, non-infringement, non-interference with use and/or enjoyment.

These Terms provide you with specific legal rights, and you may have other rights that may vary from jurisdiction to jurisdiction. Legislation of some states/countries does not allow certain limitations of liability, and henceforth this limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Taxes.

Each party is responsible for complying with all tax obligations associated with the provision of the Services. The parties will undertake with good faith reasonable efforts to comply with VAT obligations and payments within the European Union. It is important that each customer keeps complete and accurate contact details in order for Polisystems to remit invoices, especially VAT and payment processing account details.

For our customers in the EU, special rules may apply when you buy digital products from another EU country for delivery to your country of residence. For individuals who are customers of digital products, the VAT rate on e-books and other electronic publications will be the lower VAT rate which may be applicable. Additional specific rules apply such as the mini one-stop shop (MOSS).

It is important that you keep complete and accurate contact details in order for us to remit invoices, especially payment processing account details.

General Terms.

Assignment. Customer agrees and acknowledges that Polisystems may assign these Terms, the Services and other rights and obligations to its affiliates and subsidiaries, among other legitimate business successors. Both parties agree that the customer may now assign or transfer any rights arising out from these Terms to any party, unless he has the writer authorization of Polisystems. These Terms will inure to the benefit of any successors of the parties.

Force Majeure. Polisystems shall not be liable for any failure of performance on its obligations as set forth herein, where such failure arises from any cause beyond our reasonable control, including but not limiting to, electronic, power, mechanic or Internet failure.

Entire Agreement. These Terms set forth the entire agreement between the parties hereof and may not be altered or amended except in writing signed by both parties.

Newsletters. The Site may allow you to subscribe to our newsletter service, which may be provided by us or through an authorized third party. Through our newsletters, you may receive information according to your subscriber preferences. As our subscriber, you will receive a conspicuous communication indicating any subscription and you will be able to select the amount and type of emails received by you. If you wish to unsubscribe, you will find ‘unsubscribe’ and similar links on our communications.

No Waiver. Failure by Polisystems to enforce any rights hereunder shall not be construed as a waiver of any rights with respect to the subject matter hereof.

No Relationship. You and Polisystems are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

No Embargo. You hereby represent and warrant that: (i) you are not located in a country that is subject to an international government’s embargo, or that has been designated by any nation’s government as a “terrorist supporting” country; and (ii) you are not listed on any government’s list of prohibited or restricted parties or activities.

Notices. All notices and other communications given or made pursuant to these Terms must be in writing and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient’s next business day; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Each party agrees to receive electronic documents and to accept electronic signatures, which shall thereto be considered valid substitutes for hardcopy documents and hand inked signatures.

Severability. If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms will remain in full force and effect.

Applicable Law, Dispute Resolution.

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms, you agree that it will be resolved exclusively in the competent courts with jurisdiction in CH-1315 La Sarraz, Canton of Vaud, Switzerland.

You also agree to submit to the personal jurisdiction of either of such courts for the purpose of litigating any such claim, and that the laws applicable in Switzerland, will govern these Terms and any claim, without regard to conflict of law provisions.

The United Nations Convention on Contracts for the International Sale of Goods (concluded in Vienna on April 11, 1980) is not applicable. Even if the provisions of these GC should prove to be null or inapplicable, the other provisions will not remain less valid. In this case, the null or inapplicable provisions will be replaced by valid provisions whose economic effects will be as close as possible to the inapplicable provisions, in compliance with the legal standards in force.

Governing Language.

From time to time, our Terms may be translated into other languages for your convenience. The English version of each of these documents shall be the version that prevails and governs your use of our Services. Upon the case of any conflict between the English version and any translated version, the English version will prevail.

Contact.

If you have any questions or comments about us, our Site, our Terms and/or these Terms, please contact us at:

support@polisystems.ch or admin@polisystems.ch

Date of last effective update is July, 2020.