

WEBSITE TERMS OF USE

The “Website Terms of Use” referred to here are in respect of the terms of use of the website and the Terms and Conditions in respect of the use of the Services supplied through Cubri Services SA or any related companies (“Cubri”) exclusively.

The “Terms and Conditions of Business and Website Terms of Use” referred to here are in respect of the terms of use of the website www.cubriservices.com exclusively and Cubri Services SA or any related companies (“Cubri”) Place de la Fusterie 12, 1204 Geneva, Switzerland.

1.1 These terms will preside over Your use of the site and the services supplied through it and You are bound by them during Your time on the site and your use of the services provided by it and any access to the website.

1.2 Please read, carefully and ensure You understand the details of the “Terms of Use” prior to accessing the site. These terms cover all of the content, information, emails, newsletters, videos, services supplied and any associated communication to or from the site from Us and You.

1.3 When You use the site You are legally bound by them, whether a visitor or as a registered user please ensure that you read them and fully understand the consequences of your use of the site and its services.

1.4 By using the website you represent and warrant that you are a legal person, over the age of 18 and are entitled to use the site. If you do not meet this criteria you must leave the site immediately.

1.5 We value Your privacy. Please read Our GDPR/Privacy Policy and understand how We use Your personal data. Your continued use of this site confirms that You have read, understood and consented to that policy.

1.6 The use of this web site is also subject to all of Our Terms and Conditions. Please read them carefully as You are deemed to have read, understood and agreed to its content by your continued use of this website.

2. Our Website and its content and Your use of it.

2.1 All images and articles on this site will be credited to the original author if it is not ourselves, (which will also be noted) no copying of any sort of any of the images or content is permitted.

2.2 The images and content are fully protected under copyright laws and may have proprietary rights attached to them. Such proprietary rights may be but not exclusively Intellectual Property Rights.

2.3 Should you breach in any way these rights by reproducing, copying or in any other such way We will prosecute to the fullest extent of the law on behalf of ourselves and Our suppliers and others.

2.4 Your access and use of this website, the content and resources offered on the site, including any resources and use that You may make use of, are done so strictly in accordance with these terms and conditions of use.

2.5 You will not during your use of this site this to include its content and the resources offered and made available by its use, use such content and resources for any purpose other than Your own personal, private and company use and not for any form of outside commercial use or for the benefit of any third party other than Your own company, or partnership.

2.6 You will not use this site including its contents and the resources offered by it for any unlawful or prohibited purpose.

2.7 You will not, in respect of the content and the resources available on the site reverse engineer, transfer or participate in the transfer, modify, publish or copy, or in any other such way; exploit commercially the content or resources other than permitted by these terms.

2.8 This website may provide, as a service, links to various other websites which in Our reasonable opinion may be of interest to You. These websites, their content and resources are not affiliated, associated with or any part of this website and we have no liability or responsibility for any of the content or resources shown or offered on them whatsoever.

2.9 You agree and acknowledge that any liability, losses or damage, suffered either directly or indirectly by Your use of this site is not Our responsibility howsoever they arose.

2.10 In reproducing any part (which is allowed as only under this clause) You must not give belief to the content nor indicate any form of endorsement of the content or your self by Us.

2.11 In granting these rights You do not have nor do We grant any rights to breach any patents, copyrights or intellectual copy rights held. You must confirm for yourself the position prior to any content use. You and only You will be liable for any such breach or breaches. Neither do these rights allow the republication of any content or images which We may not be the copyright, agent or Intellectual Property Right holder of this unless and where We grant a specific right to do so.

2.12 In using the site You acknowledge and agree that You will not in any way defame, abuse, stalk or harass or otherwise violate any or all legal rights of any other such person using or published on the site.

2.13 We reserve the right to terminate at any time anyone whom We deem is abusing the use of the site in any way or for any reason without prior notice. To the person whom We deem should be terminated from the site there will be no right of appeal. Our decision is final and unappealable.

2.15 Unless otherwise allowed by the terms of this site, this in reference to any subscription service that may be supplied, where certain downloadable items are agreed, all other copying, rewriting, modification, publication or any other such matters of the content this to include removal or alteration are strictly forbidden and in breach of these terms. Any such breach will be considered to be a material breach.

3. Guarantee of accuracy.

3.1 You understand and agree that www.cubriservices.com and any related companies ("Cubri") is intended to provide general information and is a general service site and makes available relevant content.

3.2 The information on this site could contain errors or inaccuracies and it is Your sole responsibility to confirm or otherwise the truth of the content on the site. We do not accept any responsibility nor offer any warranty as to the accuracy, content or the reliability of the information contained within the site. 3.3 We exclude all and any liability in respect of the content and its inaccuracy or errors contained on the site and You acknowledge and agree to this term expressly.

4. Warranties and liabilities.

4.1 We do not warrant the performance of the website, nor its operation.

4.2 We do not warrant in any way any of the content neither expressly or implied as to its information, accuracy, or the materials or content. This to the fullest extent permissible by the law.

4.3 Whilst We May provide, through a user name and email subscription scheme, resources from the site You agree and acknowledge You have no-rights in respect of those resources, neither to reproduce, modify, alter, edit or in any way exploit the content or in any other ways other than for the purpose for which it is intended and detailed on the Site.

4.4 You acknowledge and agree that any of the content and resources offered to You by the site may only be used by You and only for personal, Your company and/or Partnership, use and no other such use of them is permitted.

4.5 The content provided on the website is on an “as is” basis only. We shall not be held responsible for Your use of the information. Use of the site is at your own discretion. We will not be held responsible for any complaints in respect of the resources or content provided, whether used by You or added to any other site (this to include any social media or a personal site).

4.6 You agree to waive, fully any liability or loss (howsoever caused) that You may or any persons who may be associated with You may have suffered as a result of Your use of this site and the services supplied through it. This to include but not exclusively the use of any information or the use of any resources contained on the website.

4.6 You acknowledge and agree that the company shall not have any liability for all and any type of damages how so ever they arose to include but not exclusively incidental, direct or indirect, equitable, consequential, special or any other such type for You or any associated persons use of the site and any services supplied through it.

5. Affiliated Links on the site.

5.1 We may post affiliated links on Our web site.

5.2 In placing affiliated links on Our site We confirm that We earn no commissions. Such links and their use of them may be limited to certain parameters such as geographical areas or other such restrictions.

5.3 Any denial of use is not Our responsibility and you must look up the terms of the site through the link.

6. Cancellation Policy

6,1 You may use the Services at any time completing the registration details.

6.2 You may cancel at any time giving Us notice in writing via Our contact details on the Site.

7. User Conduct

7.1 You acknowledge and agree that You are solely responsible for compliance with any and all law, rules or regulations, that may apply to Your use of the Site its Services and Content. We do not accept any liability, damage or losses, how so ever caused by Your use of this Site.

7.2 In connection with or whilst using Our Site and Services, You may not and You agree that you will not:

7.2.1 violate any local, state, provincial, national or other law or regulation, or any order of a court, including without limitation, zoning restrictions and tax regulations; or

7.2.2 use manual or automated software, devices, scripts robots or other means or processes to access, “scrap”, “crawl” or “spider” any web pages or other Services contained on the Site, Services or Content.

7.2.3 copy, store or otherwise access any information contained on the Site, Services or Content for purposes not expressly permitted by these Terms; or

7.2.4 use the Site or Services for any commercial or other purposes that are not expressly permitted by these Terms; or

7.2.5 infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity, patent or contractual rights; or

7.2.6 interfere with or damage Our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan Horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; or

7.2.7 use Our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their express permission, personal contact information or credit, debit, calling card or account numbers; or

7.2.8 use Our Site or Services in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to the Site; “stalk” or harass any other user or Our Site or Services; or

7.2.9 or collect or store any reasonably identifiable information about any other users; or

7.2.10 register for more than one account or register an account on behalf of an individual or entity other than Yourself or Yours; or

7.2.11 impersonate any person or entity, or falsify or otherwise misrepresent Yourself or Your affiliation with another person or entity; or

7.2.12 use automated scripts to collect information or otherwise interact with the Site or Services; or

7.2.13 post, upload, publish, submit or transmit any Content that: (1) infringes, is misappropriated or violates a third party’s patent, Copyright, trademark, trade secret, moral rights or other intellectual property rights or publicity rights; (2) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (3) is fraudulent, sales, misleading or deceptive; (4) is defamatory, obscene, pornographic, vulgar or offensive; (5) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (6) is violent or threatening or promotes violence or actions that are threatening to any other person; (7) promotes illegal or harmful activities or substances; or

7.2.14 systematically retrieve data or other content from Our Site or Services to create or compile directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, spiders or otherwise; or

7.2.15 use, mirror or frame, display the site or any individual element within the Site or Services, “Cubri Services” logo, or other proprietary information, intellectual property or the layout and design of any page or form contained on a page, without Our express agreement and prior written consent; or

7.2.16 access, tamper with, or use non-public areas of the Site or Our computer systems, or the technical delivery systems of “Cubri Services SA or any related companies” providers.

7.2.17 attempt to probe, scan, or test the vulnerability of Our network or breach any security or authentication measures; or

7.2.18 avoid, bypass, remove, deactivate, impair, descrambler or otherwise circumvent any technological measures implemented by “Cubri Services SA or any related companies” or any of Our

providers or any other third party (including another user) to protect the Site, Services or content; or

7.2.19 forge any TCP/IP packet or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Content; or

7.2.20 attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Content; or

7.2.21 advocate, encourage or assist any third party in doing any of the foregoing.

7.3 We have the rights and intend to do so, to investigate and prosecute violations of any of the above to the fullest extent of the law.

7.4 We will involve and cooperate with law enforcement authorities in prosecuting users who violate any part of these Terms.

7.5 You acknowledge and agree that We have no obligation to monitor Your access to or use of the Site or Services but We have the right to do so for the purposes of operating the Site and Services, to ensure Your compliance with these Terms; or .

7.5.1 to comply with applicable law or the order or requirement of a court order, court of competent jurisdiction, administrative agency or other governmental body.

7.6 We reserve the right, at any time and without prior notice, to remove or disable access to any Content that We, at Our sole discretion, consider to be objectionable for any reason, in violation of the Terms or otherwise harmful to the Site or Services.

8. Illegal actions.

8.1 You may not take any action which may cause the site to overload, interfere with the proper use and working of the site attempt to circumvent the access system of the site or use a password or user name which does not belong to you.

8.2 You may not add to the site any manual or automated software which in any way interferes with the working of the site or otherwise. This to include any form of scraping (frame, extraction, harvesting or collection) spider, crawl on any page or pages of the site. You must not take any form of action which in any way or form breaches any of the terms of use (including those terms which are linked to) this site.

9. Changes to the Website its Content Services and Terms.

9.1 We reserve the right to change the terms and conditions of the use of this website at any time without notice to You.

9.2 We will post any changes on the site and it is Your responsibility when You use the site to ensure You read and regularly appraise Yourself of the terms and conditions.

9.3. You must also ensure that your details as contained on the site are up to date at all times. This is Your responsibility.

9.4 If a change to the website terms and conditions is considered to be material its effect will only be implemented after thirty (30) days from the date it was posted on the site, any other changes will have immediate effect.

10 Disclaimers

10.1 If You choose to Use Our Site or Services, You do so entirely at Your own risk.

10.2 You acknowledge and agree that We do not have any obligations, what so ever, or under any circumstances, to conduct any checks, including but not exclusively, background checks on any user of the Site.

10.3 We may, at Our sole discretions make such background checks but You acknowledge and agree that the content, and all of it, is provided on an “as is” basis.

10.4 All of the content is provided without warranty of any kind, either expressly or implied and without limitation.

10.5 We expressly and explicitly disclaim any warranty of merchantability, fitness for any particular purpose, quiet enjoyment or non-infringement or any other such similar matter any warranties arising in the course of dealing or usage of trade.

10.6 We make no warranty that the Site, Services or Content, or any information provided via any registration will meet Your requirements or will be available or made available in an uninterrupted, secure or error free basis.

10.7 We make no warranty in respect of the quality of any Content, the truthfulness, completeness or reliability of any content obtained through the Site or Service.

10.8 No advice or information, whether either oral or in writing from Us, Our Site or Service or any Content will create any warranty expressly or otherwise, herein.

11. Limitation of Liability

11.1 To the maximum extent permitted by law You acknowledge and agree that the entire liability arising out of Your access to and use of the Site, Services and Content is entirely Yours and remains with You at all times both before during and after such risk applies.

11.2 Neither Us nor any Party involved in the creation, production or delivery of the Site, Services or Content will be liable, in any way, for any incidental, special, exemplary, legal (reasonable costs) or consequential losses or damages, this to include but not exclusively, loss of profits, loss of data, loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages whatsoever of a personal nature, including bodily injury, emotional distress arising out of or in connection with these Terms, from the use of or inability to use the Site, Services or Content this also applies to communications, interactions or meetings with other users of the Site or Services, or other persons with whom you communicate or interact with as a result of Your use of the Site or Services. Whether or not they are based on warranty, contract, tort this to include negligence, product liability or any other such thing, whether or not We have been informed of such matters and the possibility of any such damages or alike, this also, even if a limited remedy set forth and contained in these Terms has failed or could fail because of essential purpose.

11.3 In the circumstances or event Our aggregate liability arising out of or in connection with these Terms and Your use of the Site or Services, this to include, but not limited to, Your use of the Content through the Site or Services, or from Your use or inability to use the Site, Services or Content with any other users, exceed the amounts You have paid through the Site Services or Content as a user on the Site in twelve (12) month period prior to the event giving rise to the liability or £100 (one hundred pounds).

11.4 In respect of clause 11.3 and the sums detailed, if no such a payments have been made, as applicable, the limitations of damages set forth in 11.3 are fundamental elements of the basis of the bargain between Us and You.

12. Indemnification

12.1 You agree to release, indemnify and hold Us and Our contractors, sub-contractors, affiliates, subsidiaries and agents, officers, directors and employee harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal costs and accounting fees, arising out of or in connection with;

12.1.1 Your access or use of the Site, Services or Content or Your violations of any of these Terms; (1) any Content; (2) You interaction with any person; and/or

12.1.2 any reliance on any information exchanged through or received from the Site or Services; and/or

12.1.3 any creation of content We shall have the right to control and agree or otherwise to defend and settle all actions.

13 Dispute Resolution

13.1 You and Us acknowledge and agree that any dispute, claim or controversy arising out of or in connection with these Terms or breach, termination, enforcement, interpretation or validity thereof, or use of the Services or Site, (Collectively “Disputes”) shall be submitted to arbitration and will be settled by binding arbitration.

13.2 If the Parties do not agree upon an arbitrator, either Party may request a nomination from the chair of arbitration.

13.3 You and Us acknowledge and agree that should any dispute arise that an appointment of an officer from the Centre for Effective Dispute Resolution (CEDR) will be made and his/her recommendations will be adopted.

13.4 You and Us acknowledge and agree that each party retains the right to seek injunctive relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a Party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights.

13.5 You acknowledge and agree that You and Us are each waiving the right to trial by jury or to participate as a plaintiff or class expert in any purported class action or representative proceedings.

13.6 It is acknowledged and agreed unless both You and Us unless otherwise agreed in writing, that the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of class or representative action.

13.7 If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void.

13.8 Except as provided in clause 13.4 this “Dispute Resolution” section will survive any termination of these Terms.

14. General terms.

14.1 We confirm that We will adhere to our terms in respect of your data as per our Privacy Policy however we can not give any guarantee as to the confidentiality of the information submitted over the Internet. If such information is disclosed it is entirely Your responsibility and You acknowledge and accept that We have no responsibility for that disclosure.

14.2 The use of this website and the documents to which it refers, including these terms and conditions is to be considered the entire agreement any failure to enforce the terms of this agreement by us cannot be construed as a waiver of any of the terms of this agreement either now or in the future.

14.2 If any of these terms are adjudged to be void, invalid or otherwise unenforceable by any court of competent jurisdiction such determination shall not affect any other part of the terms and conditions herein contained and they will continue to apply.

14.3 If any term, by its content, is intended to survive termination of this Agreement it shall do so.

15. The Laws and jurisdiction which govern this agreement.

15.1 The use of this agreement and its terms of use shall be governed and construed under the laws of Switzerland.

15.2 You agree that all and any proceedings connected with this agreement shall be dealt with exclusively by the Courts of Switzerland.