

## **Profila Website - Terms and Conditions**

This website [www.profila.com](http://www.profila.com) (the "Website") is an initiative of Profila GmbH, a private limited liability company organized and existing under the laws of Switzerland, with registered office at Seeburgstrasse 45, 6006 Lucerne, Switzerland, registered with the legal entities register SHAB (Gazette of Swiss Commercial Register) under number CHE 498.045.399, [info@profilacom](mailto:info@profilacom) (hereinafter "Profila", "us" or "we")

These terms and conditions (the "Terms") govern your use of the Website. The user of the Website declares to have read and accept the following general terms and conditions:

### **1. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS, RIGHT OF IMAGE AND OTHER RIGHTS**

#### **CONTENT AND PRESENTATION OF THE WEBSITE**

The Website is an original creation of which the content, layout and structure are protected by intellectual property rights and/or other rights. Works provided by third parties on the Website (hereinafter "Third Party Works") and works which are created by Profila (such as texts, legal documents, logos, drawings, pictures, images, sounds, audio, video, slides, and audiovisual files) ("Profila Works") are also protected by intellectual property rights and/or other rights. The Profila Works and the Website are hereinafter jointly referred to as the "Works".

Any use and reproduction for non-private and/or commercial purposes or for purposes for which it was not offered on the Website, any communication to the public, arrangement, adaptation, modification, filming, making images, photographs or drawings of, translation, making available, exploitation, distribution, commercializing, possession or offer for commercial purposes, putting into commerce, selling, dissemination, rental, lending, integration in another website or medium, reverse-engineering or disassembling of a Work, in whole or in part, in any form, in any way and on any medium, without the Profila's prior, written and explicit consent, is prohibited.

Unless provided otherwise in the licensing conditions of the Third Party Works, any use and reproduction for non-private and/or commercial purposes or for purposes for which it was not developed or offered on the Website, any communication to the public, arrangement, adaptation, modification, filming, making images, photographs or drawings of, translation, making available, exploitation, distribution, commercializing, possession or offer for commercial purposes, putting into commerce, selling, dissemination, rental, lending, integration in another website or medium, reverse-engineering or disassembling of a Third Party Work, in whole or in part, in any form, in any way and on any medium, without the owner of the intellectual property rights in the Third Party Works, written and explicit consent, is prohibited.

#### **TRADEMARKS AND NAMES**

Profila's trademarks and (company) names mentioned on the Website, including names of persons, products, authorities, trade names and corporate names, are legally protected.

Any logos, company names, trademarks, service marks, collective marks, design rights or similar rights that are mentioned, used or cited on the Website from other companies, are the property of their respective owners. Unless otherwise stated, Profila is neither endorsed by, directly affiliated with, nor sponsored by any of the holders of any such logos, company names and/or rights and as such, Profila cannot grant any rights to use any otherwise protected materials.

### **2. LIABILITY**

Profila is not liable for any typing or other error, shortcoming or mistake in connection with the content of the Website. In no case will the Profila be liable for any indirect or consequential damage, any damage to any hardware or devices, any loss of data, profit, turnover, savings, customers or business opportunities, any damage to image or reputation and any moral damage. Notwithstanding the foregoing, Profila shall not be held liable for any direct or indirect damages resulting from any Third Party Works.

### **3. HYPERLINKS ON/TO THE WEBSITE**

#### **TO WEBSITES OF THIRD PARTIES**

Profila does not control websites or online applications to which hyperlinks are made available on the Website and the Profila cannot be held liable for any inappropriate, unlawful or illegal content on those websites or for any hyperlinks available on those websites to other websites. The fact that the Website contains hyperlinks to other websites does not imply an approval or quality guarantee by Profila.

## TO THE WEBSITE

It is prohibited to place on a website, without Profila's prior, explicit and written consent, (1) any deeplinks or distribute links to compressed content in .zip or a similar format of the Website, and (2) any framed links or inline links to (any part of) the Website. In any case of linking to (any part of) the Website, the webpage containing the hyperlink has to, if one clicks that hyperlink, disappear completely and the full URL of (the part of) the Website has to be clearly visible in the address bar.

### **4. TERM, TERMINATION AND MODIFICATION**

The acceptance of these terms forms an agreement between Profila and the user of the Website.

This agreement is entered into for an indefinite period of time.

### **5. PERSONAL DATA**

The collection, use and processing of your personal data is covered by Profila's Privacy Policy (the "Policy"). For more information on Profila's use of your personal data, please consult the [Policy](#).

### **6. OTHER PROVISIONS**

The user warrants to be entitled to enter into this agreement. If the user is a minor, then he warrants that his parents or legal guardian has consented to him entering into this agreement.

The concluded agreement will be archived and will not be accessible.

Profila may transfer this agreement or any of its rights and obligations under this agreement in whole or in part to any third party without the user's consent.

If any provision of this agreement is or becomes unlawful, illegal, invalid or unenforceable, then that will not affect the lawfulness, legality, validity and enforceability of any other provision of it.

### **7. LEGAL NOTICE**

These Terms, the agreement mentioned in article 4 and the use of the Website is exclusively governed by Belgian law. Any dispute related thereto will adjudicated exclusively by the courts of Brussels, Belgium.

By using the Website, you agree to the terms and conditions contained in these Terms and/or any other agreement that we might have with you. If you do not agree to any of these Terms, you should not use the Website or any of the services provided by Profila.

We reserve the right to amend these Terms at any time, for any reason, without notice to you, other than the posting of the amended Terms. We may e-mail periodic reminders of our notices and terms and conditions and will e-mail Profila subscribers of material changes thereto, but you should check our Website frequently to see the current Terms that is in effect and any changes that may have been made to it. The provisions contained herein supersede all previous notices or statements regarding the terms and conditions that govern the use of the Website.

### **8. CONTACT**

If you have any questions, issues or complaint concerning our Terms, you may contact us via [info@profilacom.com](mailto:info@profilacom.com).

*This document was last updated on 19 March 2022*