

# THE HANA ROAD MUSIC GROUP

## Terms of Use

Date of issuance: 3/10/2017

Welcome to The Hana Road Music Group website!

The website [www.thehanaroad.com](http://www.thehanaroad.com) (hereinafter: the "Website") is owned and operated by the company The Hana Road Music Group Sàrl, CH-550.1.058.866-1, with seat at Avenue du Casino 32, 1820 Montreux (hereinafter: the "Company"). The Website is available directly on Internet at [www.thehanaroad.com](http://www.thehanaroad.com) and may also be available through other addresses or channels.

### 1. Definitions

<b>"Confirmation"</b> means the confirmation of a Transaction.
<b>"Chargeback"</b> means a transaction which is successfully charged back on request of a Customer or an Issuer pursuant to the relevant rules applicable resulting in a cancellation of a Transaction in respect of which the Company has been paid or was due to be paid.
<b>"Company"</b> means The Hana Road Music Group Sàrl, CH-550.1.058.866-1, with seat at Avenue du Casino 32, 1820 Montreux.
<b>"Customer"</b> means the person or entity purchasing a Product on or through the Website.
<b>"Customer account"</b> means an account created by a Customer on the Website.
<b>"Intellectual Property Rights"</b> means copyrights, patents, registered design, design rights, database rights, trademarks, trade secrets, know-how or any other proprietary or industrial right, whether registered or unregistered.
<b>"Issuer"</b> means an institution that issues payment methods to the Customer and whose name appears on the Customer's credit card or bank account statement and/or who enters into a contractual relationship with the Customer with respect to the payment method used by the Customer on the Website.
<b>"Payment Details"</b> means the information which makes up a Transaction message which needs to be submitted to the Payment Interface of the Payment Provider in order for the latter to be able to process the Transaction and to perform fraud checks, including but not limited to, details regarding the credit card, the Customer or the credit card owner, the Issuer, the relevant authentication details and the payment amount.
<b>"Payment Interface"</b> means an electronic connection method provided by the Payment Provider to the Company for providing Payment details for individual Transactions in a secured way.
<b>"Payment Provider"</b> means Stripe ( <a href="https://stripe.com/ch">https://stripe.com/ch</a> ).
<b>"Price"</b> means the price of a Product, including VAT and any taxes applicable in Switzerland (when applicable).
<b>"PCI DSS"</b> means the security standards for transmitting, processing or storing card data / Payment details, known under the name of PCI.
<b>"Privacy policy"</b> means the privacy policy governing the use of the Website (issued on October 3, 2017)
<b>"Processing fee"</b> means the fee that the Payment Provider charges for each Transaction submitted for processing to the Payment Interface, regardless of the Transaction amount and the type of credit card accepted.
<b>"Product"</b> means any product sold on or through the Website.
<b>"Refund"</b> means a (partial) reversal of a particular Transaction, whereby the funds are reimbursed to the Customer on the initiative or request of the Company.
<b>"Terms"</b> means this version of the Terms & Conditions (October 2017).
<b>"Transaction"</b> means the purchase of a Product on or through the Website.
<b>"Transaction fees"</b> means the amount of money due by the Hotelier to the Company for every and each Transaction made on or through the Website.

“ <b>Users</b> ” means all users of the Website that have opened a user account.
“ <b>Visitor</b> ” means a person or entity using the Website without having registered as a User.
“ <b>Website</b> ” means the website available at the following URL: <a href="http://www.thehanaroad.com/">http://www.thehanaroad.com/</a> or any website using or linking to the Website.

## 1. Description of the Website

The Website aims to present The Hana Road Music Group, its team, its business and its artists and allows Users to purchase products and services.

## 2. Terms

Any person or entity who wants to access the Website or to buy Products on or through the Website must accept the terms and conditions of these Terms.

The following Terms of Use (hereinafter: the “**Terms**”) set out the legal terms and conditions on which the Company allows you to access and use the Website. By accessing, browsing or otherwise using the Website, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with all applicable laws and regulations. You warrant that you have the legal capacity to enter into these Terms. If you do not agree with these Terms, you should refrain from using the Website and/or purchasing Products on or through the Website.

**In particular, you acknowledge that you have read and understood the clauses in these Terms relating to: Company’s disclaimer of warranties; limitation of liability; the Privacy Policy; and the manner in which we may make changes to these Terms.**

## 3. Eligibility

In order to be able to purchase a Product, you must be at least eighteen (18) years of age and be entitled in your jurisdiction to enter into legally binding agreements. If you are under 18 or not entitled to enter into legally binding agreements, you may use the Website only with involvement and agreement of a parent or guardian. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Website.

If you create a Customer account, you are solely responsible for maintaining the confidentiality of your password and account, and are responsible for all activities that occur in relation to your account. We will not be liable for any loss or damage from your failure to maintain the security of your account and password. You may not disclose your password to any third party (other than third parties authorized by you to use your account) and you are solely responsible for any use of or action taken under your password in connection with the Services.

Should you not fulfill the conditions for purchasing a Product, you shall immediately refrain from doing so. In any event, we reserve the right to refuse Service to any User at any time.

## 4. Your Account

To register as Customer, you must provide your e-mail address and other personal data as detailed in the Privacy Policy.

If you are using the Website on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.

By using and/or registering on the Website, you agree (i) to provide true, accurate, current and complete information about you and your organization as requested by the Company (“**Registration Data**”); (ii) to maintain the confidentiality of your password and other information related to the security of your Customer Account; (iii) to maintain and promptly update the Registration Data and any other information you provide to the Company, to keep such information accurate, current and

complete; (iv) refrain from posting any wrong or misleading information in your User profile and (v) to be fully responsible for all use of your account and for any actions that take place through your account (vi) not to impersonate anybody by opening a false account (vii) not to use robots or other tools to open Customers Accounts.

You authorize the Company to use any Registration Data to verify your identity (including any updated information). You agree to notify the Company of any changes to your registration information immediately.

If you provide false or misleading Registration Data or do not notify the Company of changes to your Registration Data immediately, the Company reserves the right to terminate or suspend your account immediately and without notice to you or any liability of whatever nature. The Company reserves the right to reject any registration and to refuse service to anyone for any reason, in its sole and absolute discretion, without any obligation to indemnify you. You understand and agree that you shall not circumvent any Company's policy about your User status such as temporary or definitive suspensions or other type of access limitations or restrictions. The Company retains the right to cancel account that have been inactive for a long time or are considered to be misleading without prior notice to the User.

## **5. Modifications**

The Company reserves the right to make any changes to these Terms at any time, as the Company deems necessary or desirable. Your continued use of the Website after any such changes or after explicitly accepting the new Terms upon using the Website shall constitute your consent to such changes. If you do not agree to such changes, you have no right to obtain information or access to the Website and must immediately cease using of it. You will be notified with any change but you are responsible for verifying regularly these Terms in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website.

## **6. Privacy**

By using the Website, you agree that the Company may collect, process and use personal data about you. Such information collected through this Website shall only be used in accordance with the Privacy Policy, the terms of which are hereby incorporated into these Terms.

## **7. Use of the Website**

The Company grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable worldwide license to use the Website and its content for your personal, non-commercial use, and to display the content of the Website exclusively on your computer screen or on other devices (such as smartphones or tablets), subject to your compliance with these Terms and our policies. All other uses are prohibited without the Company's prior written consent. Except as otherwise agreed upon, if we enable the use of software, content, virtual items or other materials owned or licensed by us ("Software and Content"), we hereby grant you a non-exclusive, non-transferable, non-sublicensable and revocable worldwide license to access and use the Software and Content solely for personal and non-commercial purposes, conditioned on your compliance with these Terms. You will not use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software and Content, except as expressly permitted by the Company or as permitted under applicable law. Any unauthorized use of the Software and Content is strictly prohibited and will terminate the license granted in these Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

## **8. Acceptable use**

By accessing or using the Website, you agree that you will not: (a) access or use the Website in any

manner that could interfere with, disrupt, negatively affect or inhibit anyone from fully enjoying the Website, including, but not limited to, defamatory, harassing, threatening, bigoted, hateful, vulgar, obscene, pornographic, or otherwise offensive behavior or content; (b) damage, disable, overburden or impair the functionality of the Website in any manner; (c) access or use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms or any other terms or policies provided in connection with the Website; (d) modify, adapt, hack or emulate the Website; (e) use any robot, spider, crawler, scraper or other automated means or interface not provided or authorized by us to access the Website or to extract data or information from the Website; (f) circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Website, or third parties; and (g) infringe upon or violate the rights of the Company, our users or any third party. You are entitled to use the Website only in conformity with the laws of your country of residence and of the country from which you access this Website. You may solely make a legal use of this website and any illegal or inappropriate use of the Website is banned. In particular, you agree not to do any of the following in connection with your use of the Website:

- a. distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes on or through the Website;
- b. upload, post, transmit, distribute or otherwise make available on or through the Website any material that contains software viruses or any other computer code, files, Trojan horses or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the visitors or users of the Website or of the Company;
- c. copy, modify, or distribute rights or content from the Website, including photos or videos, in any way;
- d. use any content or information of the Website to compete with the Company;
- e. commercialize any code (object or source code) or any information or software associated with the Website;
- f. upload, post, transmit, distribute, store or otherwise make publicly available on the Website any personal data of users or of any third party without the person's prior explicit consent;
- g. use the Website in any way that, in the sole judgment of the Company, is objectionable, illegal, inappropriate or which restricts or inhibits any other person from using the Website, or may harm or make liable the Company or the users, including any pornographic, threatening, abusive or discriminatory content;
- h. facilitate or assist another person to do any of the above acts.

## **9. Availability**

The Website and its content may not be available in all territories and jurisdictions, and we may restrict or prohibit use of all or a portion of the Website and/or its content in certain territories and jurisdictions.

## **10. Network Costs**

You may be charged by your network provider for data services or any other third party charges as may arise while using the Services and you accept responsibility for such charges. If you are not the bill payer, we will assume that you have received permission from the bill payer.

## **11. Intellectual Property Rights**

The Website is the sole property of the Company and is protected by Intellectual Property Rights in Switzerland and in foreign countries. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website. Intellectual Property Rights and all other proprietary rights in the content available on the Website are the exclusive property of the Company and/or its

licensors. This includes rights to all software associated with the Website as well as to all layouts, texts and designs displayed on the Website. Nothing in these Terms constitutes a transfer or license of any Intellectual Property Rights. The Hana Road® is a registered trademark owned and controlled by the Company. The Hana Road® trademark may not be copied, imitated or used, in whole or in part, without prior written permission by the Company. All other trademarks, service marks, logos, trade names and any other proprietary designations displayed on the Website are the trademarks or registered trademarks of the Company or of their respective owners and may not be used without permission of the Company or of the trademark holder.

## **12. Transactions**

The process for entering into a Transaction on the Website is as follows:

1. Choose a Product;
2. Order / Checkout;
3. Email confirmation.

All Prices paid by Users in connection with the Products are non-refundable. Once placed, orders cannot be canceled. All Prices are indicated in local currency. Currencies are displayed in words or symbols. Transaction fees shall be paid the Customer.

You shall not manipulate the Price of any information available on the Website or interfere with other User's information.

As soon as you find a Product that you wish to order through the Website, the Company will ask for your payment card information and billing address. Upon receipt of the confirmation, the Payment Provider will process your payment.

The payment of the confirmed Transaction will be processed in a secured way (SSL) through the Payment Interface of the Payment Provider. The Company will use the Payment Provider's API interface and will at all times comply the current PCI-DSS rules.

The Payment Provider delivers real time or near real time Transaction processing capability over the Internet with a high availability service level applying to the Payment Interface.

The Company will maintain a copy of all electronic and other records related to the Transactions and the ordering and delivery of the Products for 2 years subsequent to the Transaction being processed. Records shall include invoice of the delivered Products and all contact with You.

The Company guarantees not to copy, store, save, capture or intercept payment instruments related information such as credit card numbers, expiry date, holder name, card summary (last 4 digits), card BIN (6 first digits), card type, issuer, issuing country, CVV codes, passwords entered into the Payment Interface. Your credit card information will be transferred to the Payment Provider as encrypted data to the Payment Provider's server. Encrypted data can only be decrypted by the Payment Provider.

Credit card information will remain on User's mobile and will not be saved by the Company. You understand and explicitly agree that the Payment Provider will act as data controller of your payment information.

The Payment Provider will act as a provider of the cross-border payment services and will take all necessary steps to comply with the duties of due diligence (KYC) and duties to report as set forth in the Swiss Federal act on combating money laundering and terrorist financing in the financial sector (RS 955.0).

As a User, you hereby authorize and agree that Payment Provider shall debit your payment card of the amount of the Price upon order confirmation.

The payment shall be taken by a debit of the Price from one of the acceptable payment methods listed on the Website, which may include debit and credit card (Eurocard/MasterCard, Visa, American Express). You will also be asked to provide the Payment Provider with customary billing information such as name, billing address and payment information. It is your responsibility to take all necessary measures to ensure that your password and credit or debit card details remain secret and to prevent the use or misuse of such password by any unauthorized person. You shall notify the Company promptly if you discover or suspect that your password or credit or debit card information has become accessible to or has been misused by any unauthorized third party.

If the Payment Provider believes that a security breach or compromise of any User has occurred, the Company will, upon request, mandate a third party auditor approved by the Payment Provider to conduct a security audit of its systems and facilities and issue a report.

In some circumstances, and in addition to the billing and payment information, the Company and/or the Payment Provider may request you to provide some proof of your identity and some information in relation to the funds used to proceed to the transaction. Payment details may also be requested by the Payment Provider. Such information can be requested at the time of ordering, during payment processing or at any other time thereafter. The Company reserves the right to cancel your order if you do not provide such proof of identity when requested.

In order to enable the Payment Provider to comply with applicable law, including but not limited to anti-terrorism, financial services and other anti-money laundering laws and regulations imposing customer due diligence requirements, payment scheme requirement and TPPP's requirement, the Company and/or the Payment Provider is/are entitled to request to any User the details, the economical background of the transaction and/or the beneficial owners of any transaction processed through the App ("Financial Data"). The Payment Provider is entitled to regularly get access to all Financial Data collected by the Company in relation to the transactions operated through the App.

As a User and if requested, you agree to promptly provide the Company with all data requested by the Payment Provider in relation to a transaction and/or a refund (including those needed for fraud checks).

### **13. Chargeback policy**

The Company will wait 48 hours before debiting your credit card.

In the event of justified opposition to a payment within 48 hours, the Company will investigate with the Payment Provider and your financial institution issuing the payment card. In the event that the Payment Provider considers that your opposition is justified according to the Payment Provider's chargeback policy, the Company will not debit your credit card. Should your opposition be filed after 48 hours and lead to a chargeback or a refund by the Payment Provider, all the chargeback or refund fees shall be supported by yourself. In such event, you expressly agree to fully reimburse and hold the Company free from all fees or costs due to the Payment Provider as a result of your late opposition to a transaction.

You hereby agree not to oppose unduly to any payment processed through the Payment Provider. Should you unduly oppose to a payment, you hereby agree to indemnify and hold the Company free from all direct and indirect damages and/or fees (including chargeback fees, attorney's and court fees) incurred by such undue opposition. Please check the Payment Provider's chargeback policy (Schedule 2) for further details.

## **14. Cancellation**

The Company reserves the right to cancel any order at any time for security or fraud-protection purposes. In such instances, Sellers will receive no payment for the cancelled order and, where appropriate, a voucher will be handed to the Buyer for ordering another Product through the App.

The Company will not (i) give cash refunds to a User when the payment was made by a credit or debit card, other than when required by applicable law or (ii) accept cash or other compensation for making a refund to a credit or debit card.

## **15. Fraud checks & Controls**

The Company will ensure all data that the Payment Provider requests to be provided for a Transaction, including those needed for fraud checks, are provided to the Payment Provider with each Transaction submitted for processing. You hereby agree to provide the Company upon the first request with all data requested by the Company for processing your Transaction.

All Transactions processed by the Payment Provider will be screened and a number of checks on the Transactions will be done.

## **16. Downtime**

Since the Services are web-based, they might be subject to temporary downtime. From time to time we also update or maintain our App, which will result in the App not being available for a certain period of time. We do not warrant that the Website will operate uninterrupted or error free. We are not responsible for any damages or losses suffered by You as a result of any failure or interruption of the Website, suspension of your access to the Website, including any damage occurring as a direct or indirect result of a missed Transaction.

## **17. Disclaimer**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR SOLE RISK. AS BETWEEN YOU AND THE COMPANY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY DOES NOT GIVE ANY WARRANTY IN RELATION TO THE WEBSITE AS WELL AS ANY FUNCTION, CONTENT OR INFORMATION PUBLISHED OR AVAILABLE ON THE WEBSITE, SHOULD IT BE ITS AVAILABILITY, ACCURACY OR LAWFULNESS. THE COMPANY SHALL NOT VERIFY, UPDATE OR CORRECT SUCH INFORMATION OR CONTENT. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE WILL BE AVAILABLE AT ALL TIMES AND EXPRESSLY RESERVES THE POSSIBILITY TO DISCONTINUE THE WEBSITE WITHOUT NOTICE. IN ADDITION, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OF THE WEBSITE WILL BE SECURE, UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE, OR (B) ANY DEFECTS IN THE WEBSITE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY THE COMPANY WILL CREATE A WARRANTY. THE FOREGOING DISCLAIMER OF WARRANTIES WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

## **18. LIMITATIONS OF LIABILITY**

These Terms set out the full extent of our obligations and liabilities with respect to the Website.

TO THE MAXIMUM EXTENT POSSIBLE BY LAW, THE COMPANY EXCLUDES ALL AND ANY WARRANTY, GUARANTEE AND RESPONSIBILITY IN RELATION TO OR SUBSEQUENT TO THE WEBSITE AND/OR ITS CONTENT. THE COMPANY SHALL IN PARTICULAR NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING LOSS OF INCOME OR DATA, SUFFERED BY THE USER OR ANY OTHER PERSON, BY ACT OF THE COMPANY OR OF A THIRD PARTY. THIS INCLUDES ANY MISUSE THAT WOULD BE MADE OF THE USER'S DATA, ANY VIRUS OR OTHER FORMS OF MALWARE TRANSMITTED THROUGH THE WEBSITE OR THE SERVER, AS WELL AS ANY NON-COMPLIANCE OF USERS WITH THESE TERMS. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR USE OR INABILITY TO USE THE WEBSITE AND/OR DUE OR CAUSED BY THE PRODUCTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS OUR LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE WEBSITE EXCEED ONE HUNDRED DOLLARS (\$100). YOU AGREE THAT ANY CLAIM FILED MORE THAN ONE (1) MONTH AFTER THE DISCOVERY OF THE ALLEGED LIABILITY OF THE COMPANY SHALL BE TIME-BARRED.

## **19. Indemnification**

You agree to defend, indemnify and hold harmless the Company and our affiliates, independent contractors and service providers, and each of our respective directors, officers, employees and agents from and against all third-party claims, damages, costs, liabilities and expenses (including, but not limited to, court and attorneys' fees) caused by, arising out of or related to (a) your use of, or inability to use, the Website; (b) your violation of these Terms or any other applicable terms, policies, warnings, warranties, or instructions provided by the Company or a third party in relation to the Website, (c) your violation of any applicable law or any rights of any third party.

## **20. Assignment**

You may not transfer or assign any rights or obligations under these Terms without the Company's prior written consent. The Company may transfer all of its rights and obligations under these Terms without your prior written consent. To the extent such a consent would nonetheless be required by imperative law, the Company shall notify the user of the transfer of his rights or obligations by e-mail. The user shall be deemed to have accepted the announced transfer unless he expressly refuses it within two weeks as from the notification by e-mail. In case of such a refusal from the user, the Company shall be entitled to terminate any agreement with the user that is subject to these Terms without notice.

## **21. Modifications**

The Company reserves the right to change, suspend, remove, discontinue or disable access to the Website or particular portions thereof, at any time and without notice. In no event will the Company be liable for the removal of or disabling of access to any portion or feature of the Website.



## **22. Termination**

The Company may block, terminate or suspend your ability to use or access the Website, in whole or in part, without notice and at all time, at the sole discretion of the Company, as well as close or interrupt the Website. The Company reserves the right to terminate your right to access and use the Website if you violate these Terms or any other terms, laws or policies referenced herein, or if you otherwise create risk or possible legal exposure for us.

## **23. Entire Agreement and Severability**

These Terms, the Privacy Policy and the applicable policies, subject to any amendments or modifications made by the Company from time to time, shall constitute the entire agreement between you and the Company with respect to the Website. If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

## **24. Governing Law and jurisdiction**

The Terms, as well as all matters arising out or in relation to them (including non-contractual disputes or claims and their interpretation) shall be governed by the laws of Switzerland, to the exclusion of the rules on conflicts of laws. Any claim or dispute regarding these Terms or in relation to them shall (including for non-contractual disputes or claims and their interpretation) be subject to the exclusive jurisdiction of the Courts of Lausanne, Switzerland, subject to an appeal at the Swiss Federal Court. You agree that any dispute is personal to you and the Company, and that any dispute shall only be resolved by an individual litigation and shall not be brought as a class action, or any other representative proceeding. You agree that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons.

## **25. Confidentiality**

You shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.

## **26. Nonwaiver**

Any failure by the Company to insist upon or enforce performance by you of any of the provisions of these Terms or of the Privacy Policy or to exercise any rights or remedies under these Terms, the Privacy Policy or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance; rather, the provision, right or remedy will be and remain in full force and effect.