

# Imprint & Terms and Conditions of Use

## Imprint

Responsible for the content of this website:

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Please note the following website Terms and Conditions of Use, which contains important disclaimers.

## Terms and Conditions of Use

The use of the website provided by Freestone Component Partners GmbH, a company in the course of incorporation, hereinafter "FCP Website", is subject to the following terms and conditions, hereinafter "Terms and Conditions":

### 1. Your acknowledgement of the terms and conditions of use

By accessing the FCP Website you, the user, acknowledge and confirm that you have read, understood, and agree to the following terms and conditions of use. Furthermore, you agree to be bound by all applicable laws as well as any other applicable rules and conditions. If you do not understand or agree with these terms and conditions you must stop accessing and using the FCP Website.

### 2. Scope of right to use

- 2.1 All text footage, pictures, graphics, software, applications, sound samples, animations, videos, corporate logos and brands, the layout of the FCP Website, as well as other content contained in the FCP Website, hereinafter jointly referred to as "FCP Website Content", are protected by trademark and copyright law and other laws for the protection of intellectual property and may be subject to third parties' rights.
- 2.2 FCP does not grant any license rights or other rights regarding the use of the intellectual property rights in the FCP Website Content, unless otherwise specified herein. The copying, distributing, reproducing, forwarding, otherwise using of these intellectual property rights in the FCP Website or the FCP Website Content including the making available to third parties is not permitted without the prior written consent of FCP.
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- 2.4 The content of press releases and other documents classified as public may be used in public communications save the condition that the permission granted hereunder does not apply to those parts of public documents which are protected by trademark or copyright law, or other legal regulations. Any use of such material is made in the sole responsibility of the user.
- 2.5 Access to or use of the FCP Website or the FCP Website Content from countries, where this access or this use is unlawful, is not permitted.
- 2.6 Any other use of the FCP Website as well as the FCP Website Content is prohibited unless specifically permitted by these Terms and Conditions.

### **3. Restrictions of Use**

The user must in particular not, without the prior written consent of FCP

- use the FCP Website or the FCP Website Content for any fraudulent or unlawful purpose;
- use any registered or unregistered trademarks or signs on the FCP Website or in the FCP Website Content without the prior written consent of the respective owner;
- translate, modify, adapt, reverse engineer, decompile or disassemble the FCP Website or FCP Website Content in whole or in part;
- remove any notice of copyright, trademark, or other proprietary rights from the FCP Website Content;
- frame or otherwise embed FCP Website Content in your or a third party website;
- mirror any part of the FCP Website;
- create a database by systematically storing and downloading all or any FCP Website Content; or
- use any robot, spider, site search application or retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the FCP Website or the FCP Website Content.

FCP reserves the right to deny access to the FCP Website at any time.

### **4. Privacy**

All personal data is collected, stored, processed and used in accordance with applicable data privacy laws, the FCP Privacy Policy, which can be found here: <https://www.fcp.gmbh>

### **5. No Warranties**

FCP does not give any express or implied warranties, nor does it make any representations, nor does it assume any responsibility that

- the FCP Website or the FCP Website Content are available without interruption;
- the use of the FCP Website or the FCP Website Content will not infringe any third party rights;
- the FCP Website as well as the FCP Website Content are free from errors or are complete, accurate or up-to-date at all times;
- other web pages accessed by hyperlinks from the FCP Website, irrespective of these belong to third parties, do not infringe third party rights, or are free from errors, or that applicable data protection provisions are complied with; or that
- the FCP Website is free from viruses, bugs, malware, or similar malicious programs.

Any forward-looking statements made on the FCP Website are based on the beliefs and judgement of the management of FCP at the time of their publication and are therefore subject to risks and uncertainties. No assurance is given that these forward-looking statements will prove to be accurate and complete. FCP is under no obligation towards the user to update such forward-looking statements and accepts no liability whatsoever for these statements.

### **6. Limitation of Liability**

FCP does not accept any liability for:

- defects in rights regarding the FCP Website or FCP Website Content;
- any loss or damage arising as a result of inhibited access or non-accessibility of the FCP Website as well as FCP Website Content;

- any loss or damage, which may arise from the use of the FCP Website or of any of the FCP Website Content; or
- the availability of the content of third-party websites or any loss or damage resulting from their use, regardless of the purpose of use,

whereas FCP does not limit its liability under statutory law for the violation of life, body or health caused by willful intent or gross negligence of FCP or its representatives.

The FCP Website and the FCP Website Content are operated and managed by FCP. FCP accepts no responsibility if (i) the FCP Website is accessed, or (ii) if the FCP Website Content is used or downloaded from the FCP Website, in places outside the country concerned. When the user accesses the FCP Website from places outside the country concerned, the user is solely responsible for complying with the regulations that apply in accordance with their respective national laws.

#### **7. Amendments to the FCP Website or the FCP Website Content or Terms and Conditions**

FCP reserves the right, at any time and without prior notice, to make amendments, or additions, to the FCP Website or the FCP Website Content.

FCP reserves the right to change these terms and conditions of use from time to time at its sole discretion without any obligation to inform the user. The user agrees that his continued use of the FCP Website constitutes his consent to respective changes of the terms and conditions as applicable.

#### **8. Violation of these Terms and Conditions**

FCP reserves the right to deny the user's access to the FCP Website in whole or in part at any time in case of the user's non-compliance with these Terms and Conditions or the user's infringement of the rights of FCP in the FCP Website or the FCP Website Content or any third parties' rights.

Furthermore, the user herewith indemnifies and holds harmless FCP from and against all claims and damages arising out of or in connection with (i) the use of, or activities in connection with, the FCP Website and FCP Website Content, or (ii) any violation of these Terms and Conditions by the user.

#### **9. Applicable Law**

These Terms and Conditions and all questions and disputes relating to the use of the FCP Website or the FCP Website Content are exclusively subject to the laws of Switzerland excluding the provisions of international private law and the United Nations Convention on Contracts for the International Sales of Goods (CISG).

#### **10. Alternative Dispute Resolution for Consumer Disputes**

FCP does not commit to participate in alternative dispute resolution procedures in front of an alternative dispute resolution entity to resolve disputes with consumers.