

IDEZO GMBH

WEBSITE TERMS OF USE

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1. Scope – General Conditions

1.1. The following terms and conditions govern all use of the idezo.ch website and all content and services available at or through the website (taken together, the Website). The Website is owned and operated by idezo gmbh ("idezo"). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, idezo's Privacy Policy) and procedures that may be published from time to time on this Site by idezo (collectively, the "Agreement").

1.2. Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by idezo, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.

2. Responsibility of Contributors

2.1. If you comment on a blog post, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant the following:

- 2.1.1. The downloading, copying, and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party.
- 2.1.2. If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content.
- 2.1.3. You have fully complied with any third-party licenses relating to the Content,

and have done all things necessary to successfully pass through to end users any required terms.

- 2.1.4. The Content does not contain or install any viruses, worms, malware, Trojan horses, or other harmful or destructive content.
- 2.1.5. The Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing).
- 2.1.6. The Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party.
- 2.1.7. You have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses, and effects of the materials, whether requested to do so by idezo or otherwise.

2.2. By submitting Content to idezo for inclusion on your Website, you grant idezo a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content solely for the purpose of displaying, distributing and promoting your blog. If you delete Content, idezo will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

2.3. Without limiting any representations or warranties, idezo has the right (though not the obligation) to, in idezo's sole discretion (i) refuse or remove any content that, in idezo's reasonable opinion, violates any idezo policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in idezo's sole discretion.

3. Responsibility of Website Visitors

3.1. idezo has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, idezo does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the

downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. idezo disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

4. Content Posted on Other Websites

4.1. We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which idezo.ch links, and that link to idezo.ch. idezo does not have any control over those non-idezo websites and webpages, and is not responsible for their contents or their use. By linking to a non-idezo website or webpage, idezo does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. idezo disclaims any responsibility for any harm resulting from your use of non-idezo websites and webpages.

5. Copyright Infringement and DMCA Policy

5.1. As idezo asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by idezo.ch violates your copyright, you are encouraged to notify idezo in accordance with idezo's Digital Millennium Copyright Act ("DMCA") Policy. idezo will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.

6. Intellectual Property

6.1. This Agreement does not transfer from idezo to you any idezo or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with idezo. idezo, idezo.ch, the idezo.ch logo, and all other trademarks, service marks, graphics and logos used in connection with idezo.ch, or the Website are trademarks or registered trademarks of idezo or idezo's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any idezo or third-party trademarks.

7. Changes

7.1. idezo reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. idezo may also, in the future, offer new services and/or features through the Website. Such new features and/or services shall be subject to the terms and conditions of this Agreement.

8. Disclaimer of Warranties

8.1. The Website is provided "as is". idezo hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. idezo does not make any warranty that the Website will be error free or that access thereto will be continuous or

uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

9. Limitation of Liability

9.1. In no event will idezo be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data. idezo shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

10. General Representation and Warranty

10.1. You represent and warrant that (i) your use of the Website will be in strict accordance with the idezo Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

11. Indemnification

11.1. You agree to indemnify and hold harmless idezo and its respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

12. Miscellaneous

- This Agreement constitutes the entire agreement between idezo and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of idezo, or by the posting by idezo of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the Zurich, Switzerland, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Zurich, Switzerland. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled at the Swiss Chambers' Arbitration Institution, which offers means of dispute resolution based on the Swiss Rules of International Arbitration. The arbitration shall take place in Zurich, Switzerland, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties'

original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; idezo may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.