

SEMYOU TERMS OF USE

Last update: May 1st, 2015

Legal and additional information

Website/Service owner; agreement with the terms of use

These terms of use (the "Terms of Use") are valid for the SEMYOU website found at www.semyou.com and all related websites which are linked to www.semyou.com as well as subordinated and partner sites including all SEMYOU websites worldwide (collective "the website"). The website is the property of Semyou GmbH ("SEMYOU") and its licensor. **BY USING THE WEBSITE; YOU AGREE TO THE TERMS OF USE. DO NOT USE THIS WEBSITE; IF YOU DO NOT AGREE WITH THESE TERMS OF USE.**

Application of the terms of use

These terms of use govern the relationship between you as the user of this website and SEMYOU GmbH as the provider of this website and the services found at this website. However, special terms of user may apply under certain conditions, for example, when these are agreed upon when downloading software or for specific online services. These special terms of use have priority over the standard terms of use.

Changes to the terms of use

SEMYOU reserves the right to modify these terms of use at any time without giving a reason for the changes. The respective latest version of these terms of use can be viewed by clicking on the hyperlink "Terms of Use" at the end of our website. In principle, these terms of use are valid for all transactions which come in to effect after being transacted.

If the contract is changed, you will be informed correspondingly. If such changes to terms of use include regulations which have an effect on an ongoing contractual relationship such as user account regulations, then the following is valid: We will inform you ahead of time as to changes to the duration of the contract to give you the chance to cancel the contract at least 30 days before the changes take effect. Furthermore, we will inform you that the changes have taken effect if the contract has not been cancelled. If the user objects, SEMYOU can cancel without notice. Complete transactions remain unaffected.

Regulation pertaining to the software and services available on this website

All of the software (APP) provided by SEMYOU („Software“, „APP“) is the copyrighted work of SEMYOU and/or its suppliers. The user of this software – if present – is subject to the regulation of the end-user agreement which is distributed with the software („license agreement“). End users, who



possess a license agreement, can only use the software after accepting the conditions of the license agreement. When scripts or codes from third parties are linked to this website or reference this website, licensing takes place directly through the third party, owner of the code and not with SEMYOU.

The software is only to be available online to end users with respect to the license contract. The reproduction or resale of the software, not specifically stated within the license agreement is considered a breach of law and thus may entail severe civil procedures and criminal consequences. Infringements will be prosecuted.

Regulation and information pertaining to documents available on this website

You are authorized to use documents (such as white papers, press releases, visual media (selected) datasheets and FAQs) for the services provided as long as (1) the copyright notice as well as a reference to this authorization appears on all copies; (2) use of the documents and materials is for informational, personal or non-commercial purposes only, the documents will not be copied or stored on any network computer and not be published on any other media (3) no changes are made to the documents. Approved training facilities such as Kindergartens, schools, universities or private and public facilities for higher education are allowed to distribute, download and duplicate the documents in the classroom. For distribution outside of the classroom, written permission is required from SEMYOU. Use for any other purpose is expressly prohibited by law and thus may entail severe civil procedures and criminal consequences. Infringements will be prosecuted.

The design and layout of the SEMYOU.com website is not considered to be a document in the above mentioned form. The elements of the SEMYOU website are protected by copyright, trademark, competition as well as by other laws and can be neither partially nor entirely copied nor imitated. Logos, graphics, sound or images found on the SEMYOU website can neither be copied nor further distributed unless SEMYOU has expressly given its approval.

SEMYOU and/or their suppliers do not make any representation about the suitability of the published documents and corresponding graphics of these services for specific purposes. All documents and associated graphics are "as is" and are provided without any kind of guarantee. All liability is limited to intent and gross negligence.

Member account, password, security

The services of SEMYOU require the opening of a SEMYOU account in which you are responsible for entering up-to-date, complete and correct information into the registration form. You can select a **Cloud Office ID**, **password** and a **user name**. You yourself are solely responsible for keeping your password as well as your account confidential. You are also solely responsible for all and any activity within your account. You are obligated to inform SEMYOU immediately of any unauthorized usage of your account or any other such security breach. SEMYOU is not liable for damages resulting from third

parties using your password or your account without your knowledge. There is the possibility that you will be held accountable for the losses of SEMYOU or another party incurred by the use of your account or password by a third party. You are not allowed to use the Cloud Office ID, password or user account of another person without the express permission and allowance of the owner of the Cloud Office ID or user account.

Privacy Policy

SEMYOU's Privacy Policy applies to the use of this site as well as the services offered on this site and the Terms of Use by this reference. If you would like to view SEMYOU's Privacy Policy, please click [here](#). By using the website and services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send to the site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Legal Obligations

Your use of the services provided is only allowed under the condition that doing so is not for purposes that are illegal or that violate these Terms of Use. The services shall not be used in such a way that damage, deactivate or overload a SEMYOU server or could hinder the use of the services by third parties. You are forbidden from accessing services, accounts, computer systems or networks which are linked to a SEMYOU server or to any of the services through dubious manners such as the cracking of codes, illegal procurement of passwords or other such methods. You are also forbidden from procuring or trying to procure material or information using methods which are not intentionally made available by the services.

Warranty and liability for software and other services

SEMYOU DOES NOT GUARANTEE THAT THE WEBSITE OR ANY OF THE CONTENT, SERVICES OR FUNCTIONS OF THE WEBSITE ARE WITHOUT ERROR OR FAULT OR THAT THE ERROR HAS BEEN CORRECTED OR YOUR USE OF THE WEBSITE BRINGS FORTH SPECIFIC RESULTS. THE WEBSITE/SERVICES AND THEIR CONTENT ARE PROVIDED WITHOUT WARRANTIES AND BASED ON AVAILABILITY. ALL OF THE INFORMATION PROVIDED ON THE WEBSITE CAN BE CHANGED AT ANY TIME AND WITHOUT NOTICE. SEMYOU CANNOT GUARANTEE THAT ALL FILES OR OTHER INFORMATION WHICH YOU LOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR FAULTS OR HARMFUL FUNCTIONS. SEMYOU DISCLAIMS ALL WARRANTIES OR LEGAL CLAIMS, EITHER EXPRESSED OR IMPLIED, INCLUDING A WARRANTY PERTAINING TO ACCURACY; NON-INFRINGEMENT; MARKETABILITY AND FOR A PARTICULAR PURPOSE. SEMYOU REJECTS ALL LIABILITY FOR ALL ACTS, OMISSIONS AND CONDUCT OF THIRD PARTIES IN CONNECTION WITH OR IN REFERENCE TO THE USE OF THE WEBSITE AND/OR ANY SEMYOU SERVICES. YOUR EXCLUSIVE REMEDY AGAINST SEMYOU WITH RESPECT TO DISSATISFACTION WITH THE WEBSITE/SERVICES OR WITH ANY CONTENT IS TO NO LONGER USE THE WEBSITE OR ANY

SUCH CONTENT. THIS RESTRICTION OF THE LEGAL PROTECTION IS PART OF THE AGREEMENT BETWEEN THE CONTRACTUAL PARTNERS.

The above liability limitation applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

SEMYOU reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the site, or any portion of the site, for any reason; (2) to modify or change the site, or any portion of the site, and any applicable policies or terms; and (3) to interrupt the operation of the site, or any portion of the site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

For software (APPS) and other services available on this website against payment, the warranty is based on the provisions in the corresponding individual closed and overriding contract between the SEMYOU and the user.

Disclaimer

Except where prohibited by law, in no event will SEMYOU be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if SEMYOU has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, SEMYOU is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the site or any content, SEMYOU's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of the website/services paid in the six months prior to the date of the initial claim made against SEMYOU (but not including the purchase price for any software products or other support program), or (2) US\$ 100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Governing law; Dispute Resolution

You agree that all matters relating to your access to or use of the website/services, including all disputes, will be governed by the laws of Switzerland and the laws of the European Union, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Switzerland (Schwyz) and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought forth within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between SEMYOU and you arising out of or in connection with your use of the website/services, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

SEMYOU – APP-Order; additional conditions

Additional conditions may apply for the purchasing of goods or services and for specific portions or features of the website, including competitions, promotion activities or similar features which hereby become subject of these Terms of Use. You agree to adhere to such additional conditions including, when pertinent, fulfilling the proper legal age requirement for using a service or function. If there are any discrepancies between the Terms of Use and the conditions which have been provided for a certain part of the website or which are valid for any service which is offered on or through the website, the latter apply for your usage of the affected part of the website or the corresponding service.

Insofar as present, the responsibilities of SEMYOU are solely subject to the obligation of the corresponding contracts for its products and services they have been provided with, and no statement made on this website can be interpreted as a change to said contracts.

Links to the sites of third parties

Links found on the websites of SEMYOU make it possible for you to leave the SEMYOU website and to jump to other websites. SEMYOU is not responsible for content, changes or updates from other websites. SEMYOU is not responsible for web casting or any other forms of transmission received from a linked site.

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