

## group.ikano – Terms of use

### Acceptance of the Terms of Use

Welcome to the website of Ikano S.A. ("**Company**", "**we**" or "**us**"). The following terms and conditions (together with any documents referred to in them) (collectively, these "**Terms of Use**") apply to your use of group.ikano (the "**Website**"), including any content, functionality and services offered on or through the Website.

Please read these Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated here by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must exit the Website.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. We encourage you to check this page from time to time to take notice of any changes we made. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

### Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material provided on it, at our sole discretion and without notice. We will not be liable if (for any reason) all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to the Website (in whole or in part), to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website.

You are responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Terms of Use, and that they comply with them.

### Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are: (1) owned by the Company, its licensors, other companies within the Ikano Group or other providers of such material; and (2) protected by Luxembourg, and international copyright, trademark, trade secret and other intellectual property or proprietary rights laws.

You are permitted to use the Website for your personal, non-commercial use only. You must not copy, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except to:

- store copies of such materials temporarily in your computers Random Access Memory (RAM);
- store files that are automatically cached by your web browser for display enhancement purposes; and/or
- print a reasonable number of pages of the Website for a permitted private use.

You must not:

- modify copies of any materials from this Website;



- use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or
- delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.

You must not reproduce, sell or exploit for any commercial purposes any part of the Website, access to the Website or use of the Website or any services or materials available through the Website.

If you print, copy, modify, download or otherwise use any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must either return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other applicable laws.

### **Company trademarks**

The Company name, the term "Ikano", and all related names, logos, product and service names, designs and slogans are trademarks of the Company. You must not use such marks without the prior written permission of the Company. All other names, brands and marks are used for identification purposes only and are the trademarks of their respective owners.

### **Prohibited uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. The Website must not be used as set out below:

- in any way that violates any applicable local and international law or regulation;
- to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- to impersonate or attempt to impersonate the Company or a Company employee, another user, or person or entity (including, without limitation, the use of e-mail addresses or screen names associated with any of the foregoing); or
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company (including its associates) or users of the Website or expose them to liability.

Additionally, Website users may not:

- use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- use any robot, spider or other automatic device, process or means to access the Website for any purpose, including to monitor or copy any of the material on the Website;
- use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- use any device, software or routine that interferes with the proper working of the Website;
- introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Website.

## **Monitoring and enforcement – termination**

We have the right to:

- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and/or
- terminate your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right, in accordance with applicable law or treaty, to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any materials on or through the Website. You agree to waive and hold the Company harmless against any claims resulting from any action taken by the Company during or as a result of its monitoring and enforcement actions.

## **Reliance on information posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk.

## **Changes to the Website**

We may update the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. We may change the Website at any time with or without notice. We may suspend access to the Website (in whole or in part), or close it indefinitely.

## **Information about you and your visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you agree to all actions taken by us with respect to your information in compliance with the Privacy Policy. You represent and warrant that all data provided by you is accurate.

## **Links from the Website**

If the Website contains links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links.

We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **Linking to the Website**

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the homepage without the express written consent from the Company.

You agree to cooperate with us in order to have any unauthorised framing or linking to cease immediately. We reserve the right to withdraw linking permission without notice.



## **Geographic restrictions**

The Company is based in Luxembourg. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside Luxembourg, you do so on your own initiative and are responsible for compliance with local laws.

## **Disclaimer of warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or on any website linked to it.

Your use of the Website, its content and any services or items obtained through the Website is at your own risk. The Website, its content and any services or items obtained through the Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Website. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Website, its content or any services or items obtained through the Website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our Website or the server that makes it available are free of viruses or other harmful components or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

The Company hereby disclaims all warranties of any kind, either expressed or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

## **Limitation on liability**

In no event will the Company, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website, any websites linked to it, any content on the Website or such other websites or any services or items obtained through the Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

## **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Use or your use of the Website, including, without limitation,



any use of the Website's content, services and products other than as expressly authorised in these Terms of Use or your use of any information obtained from the Website.

### **Governing law and jurisdiction**

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Luxembourg without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the courts of Luxembourg although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver and severability**

No waiver of these Terms of Use by the Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Ikano S.A. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

### **Your comments and concerns**

This Website is operated by Ikano S.A., 1, rue Nicolas Welter, L-2740 Luxembourg.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [info@group.ikano](mailto:info@group.ikano)

Thank you for visiting the Website.