

HIBOUTIK TERMS OF USE

1/ Terms

By accessing and using the hiboutik website ("Website") and all services ("Services") offered by Zagareli SA ("Zagareli") through the Website, the person or organisation entering into these Terms as a user ("User") of the Website or Services, together with all individual users accessing the Website or Services on that person's behalf (together, "you" or "Users") accept and agree to be bound by these terms of use ("Terms").

Users may only use the Website and Services in accordance with these Terms.

All rights not expressly granted to Users in these Terms are reserved by Zagareli.

These Terms apply to all use of the Website and of the Services (including paid Services).

2/ Amendments

Zagareli reserves the right to amend or update these Terms and the Services it provides at any time with or without notice to Users, and may also add new features that will be subject to the Terms.

Any User who continues to use the Website or Services after any changes have been made will be taken to have agreed to those changes. Users should therefore check these Terms regularly. New versions of these Terms will be dated according to the date on which they took effect.

3/ Account information

In order to access and use the Services, the User creates an account.

To create an account, the User must accept the following Terms (opt-in check-box).

All Users agree to provide true, accurate, current and complete Account Information, and to maintain and promptly update their Account Information in order to ensure that it remains true, accurate, current and complete.

Data collected and processing operations are compliant with data protection regulations (including the General Data Protection Regulation in Europe and the Federal Act on Data Protection in Switzerland). The User can consult the Privacy Policy page on the Website for more information.

4/ Cancellation of accounts

Zagareli reserves the right to cancel or suspend any User's account at any time in its sole discretion.

The User is entitled to cancel his account with Zagareli at any time by sending a message from his account. All cancellations will result in the deactivation or deletion of the User's account.

If the User's local law requires to keep data for a period of time, Zagareli will store the data of the canceled account for the entire legal period in a secured and closed environment. After the legal period, data will be completely canceled.

All of your data and content will be deleted from our systems immediately upon cancellation of your account. This content cannot be recovered once your account is canceled. Zagareli is not liable for any loss or damage following, or as a result of, cancellation of your account, and it is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

If you cancel the Services before the end of your current paid up period, your cancellation will take effect immediately and you will not be refunded for the remaining period.

5/ Fees, Payment and taxes

All paid Services are charged on a monthly or yearly basis and are non-refundable, including for partial months of Services, Service upgrades or downgrades or unused Services in an open account.

Zagareli will not be held liable in any way for any lack of refunds in connection with the Services. The fees charged for the paid Services ("Fees") are subject at all times to change by Zagareli without any notice. Zagareli shall not be liable to Users or any third party for any modification to the Fees.

All Fees are exclusive of all taxes. Some taxes, like the value added tax, can be invoiced depending on the status or the country of the User. The User indemnifies and holds Zagareli harmless against any claims by any tax authority for any underpayment of any sales, use, goods and services, value added or other tax or levy, and any penalties and/or interest.

6/ Liability

Each User will be responsible for all activity that results from its use of the Services. Zagareli disclaims any and all liability in relation to each User's use of the Services, and will not be held accountable if a User suffers any loss or damage as a result of its use of the Services.

Zagareli shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Zagareli has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the Service; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party regarding the Services; or (e) any other matter relating to the Services.

Zagareli's maximum aggregate liability under or in connection with this Agreement shall be limited to the amount of Fees paid to Zagareli by the relevant User in the last 12 months.

7/ Services are provided "as is"

The Website and Services are provided on an "as is" and "as available" basis, and your use of them is at your sole risk. Zagareli does not warrant that: (a) the Services will meet your specific requirements; (b) the Services will be uninterrupted, timely, secure, or error-free; (c) the results that may be obtained from the use of the Services will be accurate or reliable; (d) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations; or (e) any errors in the Services will be corrected.

You acknowledge that Zagareli may use third party suppliers to provide necessary hardware, software, networking, connectivity, storage and related technology required to provide the Services. The acts and omissions of those third party suppliers may be outside of Zagareli's control, and Zagareli does not accept any liability for any loss or damage suffered as a result of any act or omission of any third party supplier.

On behalf of itself and such third party suppliers, Zagareli excludes any other warranties that may be implied or otherwise apply under statute or otherwise under applicable law, to the maximum extent permitted by law.

8/ No illegal use

No User may use the Website or Services for any illegal or unauthorised purpose, or upload any information that is in breach of any confidentiality obligation, copyright, trade mark or other intellectual property or proprietary rights of any person, entity or organisation.

Users may only access the Website and Services through the interface provided by Zagareli, and must not use the Website or Services for any malicious means, or abuse, harass, threaten, intimidate or impersonate any other User of the Website or Services.

9/ Intellectual property and advertisement

All Users agree that Zagareli owns all of the intellectual property rights existing in the Website and Services.

However, Zagareli claims no intellectual property rights in relation to the information or content uploaded to the Services by Users.

No User may publish or use Hiboutik's brand, branding or logos except with Zagareli's prior written consent.

Zagareli can publish the name of the User on documents, as a reference customer.

10/ Personal data protection

The User acknowledges having taken all the measures to check that data stored on his account and processing activities, are compliant with the data protection law in his country.

Zagareli will never carry out any processing operation on the User's data without any documented instructions from the User.

Zagareli will keep User's data in a secured environment. In case of data breaches, the User will be informed as soon as possible.

Zagareli will always ensure that third party suppliers are compliant with the personal data protection rules of the User's country.

Zagareli will assist the User to bring his processing operations into compliance with the User's local laws.

11/ Technical support and malfunctions

Zagareli will try to promptly address (during normal business hours) all technical issues that arise on the Website or in connection with the Services. However, Zagareli will not be liable for any loss suffered as a result of any partial or total breakdown of the Website or any technical malfunctions resulting in an inability to use the Services (either in whole or in part). You agree that Zagareli's support team may access your account from time to time in order to diagnose and fix problems.

12/ Security

Users are responsible for maintaining the security of their account and password on the Website. Zagareli will not be liable for any loss or damage that may result from any failure to keep User names and passwords secure.

Zagareli makes efforts to keep content uploaded by Users secure, but will not be liable for any loss or damage that may result from any breach of security, or any unauthorised access or use of that content.

13/ Governing law and jurisdiction

These Terms shall be governed by Swiss law, and all Users submit to the exclusive jurisdiction of the Swiss courts for any matter or dispute arising in relation to these Terms.