## **Terms and Conditions**

These terms and conditions outline the rules and regulations for the use of Edice Sàrl Website, located at: <a href="https://remarqz.com">https://remarqz.com</a>. Herafter called: Remarqz By accessing this website we assume you accept these terms and conditions. Do not continue to use Remarqz if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice, and all Agreements: "Client", "You" and "Your" refers to you, the person logs on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

#### Cookies

We employ the use of cookies. By accessing Remarqz, you agreed to use cookies in agreement with the Edice Sàrl Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

#### **Subscriptions**

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Edice Sàrl cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Edice Sàrl customer support team.

A valid payment method, including credit card, PayPal, WIX payment or Klarna, is required to process the payment for your Subscription. You shall provide Edice Sàrl with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Edice Sàrl to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, Edice Sàrl will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

### **Fee Changes**

Edice Sàrl, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. Edice Sàrlwill provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

#### Refunds

Certain refund requests for Subscriptions may be considered by Edice Sarlon a case-by-case basis and granted in sole discretion of Edice Sarl.

#### Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness. By posting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms. You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

#### Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

#### License

Unless otherwise stated, EDICE SARL and/or its licensors own the intellectual property rights for all material on Remarqz. All intellectual property rights are reserved. You may access this from Remarqz for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Republish material from Remargz
- Sell, rent or sub-license material from Remargz
- Reproduce, duplicate or copy material from Remargz
- Redistribute content from Remargz

This Agreement shall begin on the date hereof

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. EDICE SARL does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of EDICE SARL, its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, EDICE SARL shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

EDICE SÀRL reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant EDICE SARL a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

#### **Hyperlinking to our Content**

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site. We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of EDICE SARL; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to EDICE SÀRL, info@edice.ch. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. We will respond you ASAP.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Edice Sàrllogo or other artwork will be allowed for linking absent a trademark license agreement.

#### **iFrames**

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

#### **Content Liability**

We shall not be hold responsible for any content that appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

## **Your Privacy**

Please read Privacy Policy

## **Reservation of Rights**

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amen these terms and conditions and it's linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

#### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As for the Application or the snippet code installment, we will not be liable for any loss or damage of any nature.

# **Privacy Policy**

At Remarqz, we are committed to protecting your privacy. This Privacy Policy describes how we collect, use, and share information when you use our website and services.

Information We Collect

We may collect the following information:

- Personal Information: We may collect your name, email address, phone number, and other contact information when you sign up for our services, subscribe to our newsletter or contact us for support.
- Usage Information: We may collect information about your use of our website and services, such as your IP address, browser type, and device information.
- Cookies and Tracking Technologies: We may use cookies and other tracking technologies to collect information about your activity on our website and services.

How We Use Information

We may use the information we collect for the following purposes:

- To provide and improve our services
- To communicate with you about our services and promotions
- To personalize your experience on our website and services
- To analyze and improve the performance of our website and services
- To comply with legal obligations

How We Share Information

We may share your information with third parties in the following circumstances:

- With your consent
- With service providers who help us provide our services
- · With law enforcement or other government entities if required by law
- In connection with a merger, acquisition, or other business transaction

## Your Rights and Choices

You have the right to access, correct, and delete your personal information. You can also opt out of receiving marketing communications from us. Please contact us at support@remarqz.com to exercise these rights.

## Security

We take reasonable measures to protect your information from unauthorized access, disclosure, or destruction. However, no data transmission over the internet can be guaranteed to be 100% secure.

## Changes to this Policy

We may update this Privacy Policy from time to time. We will notify you of any changes by posting the new policy on our website.

#### Contact Us

If you have any questions or concerns about our Privacy Policy, please contact us at support@remargz.com.