



# Terms and Conditions

This agreement applies as between you, the User of this website and Povlamp, the owner(s) of this website. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these terms and conditions, you should stop using the website immediately.

## 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this website;

“Povlamp” means Povlamp of Zurich, Switzerland;

“Service” means collectively any online facilities, tools, services or information that Povlamp makes available through the website either now or in the future;

“System” means any online communications infrastructure that Povlamp makes available through the website either now or in the future. This includes, but is not limited to, web-based email and email links;

“User” / “Users” means any third party that accesses the website and is not employed by Povlamp and acting in the course of their employment; and

“Website” means the website that you are currently using ([www.povlamp.com](http://www.povlamp.com)) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

## 2. Intellectual Property

2.1. All Content included on the website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Povlamp, our affiliates or other relevant third parties. By continuing to use the website you acknowledge that such material is protected by applicable Swiss and International intellectual property and other relevant laws.

2.2. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the website unless otherwise indicated on the website or unless given express written permission to do so by Povlamp.

## 3. Blog

3.1. The Povlamp blog and its contents have been compiled with the greatest possible care. However, Povlamp does not accept any liability or guarantee for the topicality, correctness and completeness of the information provided on our blog.

3.2. Liability claims against Povlamp, which refer to material or non-material damages, which have been caused by the use or non-use of the information provided or by the use of incorrect and incomplete information, are fundamentally excluded, provided that there is no demonstrable intentional or grossly negligent fault on the part of Povlamp.

3.3. Povlamp expressly reserves the right to change, supplement or delete parts of the pages or the entire blog without separate announcement or to discontinue the publication temporarily or permanently.

3.4. All data is published conscientiously but without guarantee.

3.5. Errors in the content will be corrected immediately upon being brought to our attention. All rights, including those of reprinting extracts, photomechanical reproduction and translation, are reserved and require the written consent of Povlamp. Unauthorised use, even of extracts, will be prosecuted.



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## 4. Links to Other websites

This website may contain links to other sites. Unless expressly stated, these sites are not under the control of Povlamp or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this website does not imply any endorsement of the sites themselves or of those in control of them.

## 5. Privacy

5.1. For the purposes of applicable data protection legislation, Povlamp will process any personal data you have provided to us in accordance with our Privacy Policy available on the Povlamp website or on request from Povlamp.

5.2. You agree that, if you have provided Povlamp with personal data relating to a third party (a) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to Povlamp and (b) that you have brought to the attention of any such third party the Privacy Policy available on the Povlamp's website or otherwise provided a copy of it to the third party. You agree to indemnify Povlamp in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

## 6. Disclaimers

6.1. Povlamp makes no warranty or representation that the website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure, and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.

6.2. No part of this website is intended to constitute advice and the Content of this website should not be relied upon when making any decisions or taking any action of any kind.

## 7. Availability of the website

7.1. The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

7.2. Povlamp accepts no liability for any disruption or non-availability of the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.



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## 8. Limitation of Liability

- 8.1. To the maximum extent permitted by law, Povlamp accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the website or any information contained therein. Users should be aware that they use the website and its Content at their own risk.
- 8.2. Nothing in these terms and conditions excludes or restricts Povlamp's liability for death or personal injury resulting from any negligence or fraud on the part of Povlamp.
- 8.3. Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant legal provisions of the Swiss Commercial Code. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## 9. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## 10. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## 11. Notices

All notices / communications shall be given to us by email to [contact@povlamp.com](mailto:contact@povlamp.com). Such notice will be deemed received, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

## 12. Law and Jurisdiction

These terms and conditions and the relationship between you and Povlamp shall be governed by and construed in accordance with the Law of Switzerland and Povlamp and you agree to submit to the exclusive jurisdiction of the Courts of Zurich