

# Universal terms

## 1. Introduction

**1.1.** Your use of Crisalix’s services, websites, products, and any and all applications, internet- or mobile-based or not, provided by Crisalix, directly or indirectly, (referred to collectively as the “Services” in this document) is subject to the terms of an agreement between you and Crisalix. “Crisalix” means Crisalix SA, a Swiss company whose principal place of business is at PSE-A, 1015 Lausanne, Switzerland.

**1.2.** Unless otherwise agreed in writing with Crisalix, your agreement with Crisalix will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “End User Universal Terms”.

**1.3.** Your agreement with Crisalix may also include (i) the specific terms of your modality subscription to the Services, among others the duration, costs and payment terms (if any), as selected and agreed by you in the subscription process; (ii) Crisalix Privacy and Cookies Policy; and (iii) the terms of any Legal Notices applicable to the Services, in addition to the Terms of Service. All of these are referred to below as the “Additional Terms”. Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

**1.4.** The End User Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Crisalix in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the “Terms”.

**1.5.** The term “user” in the Terms refers to anyone who uses the Services in any shape or form including, but not limited to, “end users” signing up for the Services.

**1.6.** Crisalix’s Services may be made available through third parties, such as but not limited to websites, web pages and blogs, which may not be rightfully owned by Crisalix. Nonetheless, in order to use the Services you will need to accept the Terms set forth by Crisalix even if you accept any terms or agreements from such third parties.

**1.7.** The Terms have initially been written in English. If any translated versions have been made available, should there be any conflicts between these translated versions and the English version, the English version controls.

## 2. Accepting the Terms

**2.1.** In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

**2.2.** You can accept the Terms by:

- A. Clicking to accept or agree to the Terms by subscribing or signing up for the Services; and/or
- B. Actually using the Services. In this case, you understand and agree that Crisalix will treat your use of the Services as acceptance of the Terms from your first use of the Services.

**2.3.** You may not use the Services and may not accept the Terms if you are not of legal age or under any other cause limiting or restricting your capacity to form a binding contract with Crisalix. Crisalix reserves the right to block access to the Services, or delete an account which enables access to the Services, if it has reason to believe that you qualify for the above or if it deems this to be required for any rational reason.

**2.4.** Before you continue, you should print off or save a local copy of the Terms for your records and regularly check to ensure you are informed of the latest version.

### **3. Provision of the Services by Crisalix**

**3.1.** Crisalix collaborates with “Affiliate(s)”, referring to any entity that owns or controls, is owned or controlled by or is or under common control or ownership with Crisalix, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. These Affiliates may be providing the Services to you on behalf of Crisalix itself. You acknowledge and agree that Affiliates from time to time will be entitled to provide the Services to you.

**3.2.** Crisalix is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and ancillary characteristics of the Services which Crisalix provides may change from time to time without prior notice.

**3.3.** As part of this continuing innovation and to ensure a proper maintenance of the systems for the provision of the Services, you acknowledge and agree that Crisalix may temporarily discontinue the provision of the Services (or any features within the Services) to you or to users generally at Crisalix’s sole discretion, without prior notice. The discontinuation of the Services will be limited to the minimum extent and time necessary to introduce such innovations or to ensure proper maintenance and Crisalix will do its utmost to do so at times and dates that Crisalix considers may be the least disturbing for users in general.

**3.4.** The Services may be temporarily unavailable from time to time for maintenance or other reasons. Crisalix assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any data or information. Crisalix is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including

injury or damage to any person's computer, mobile phone, or other hardware or software, related to or resulting from using the Services in connection with the web and/or in connection with the Services, including any mobile client software. Under no circumstances will Crisalix be responsible for any loss, damage, or personal injury or death, resulting from anyone's use of the Services.

**3.5.** The Services may automatically download and install updates from time to time from Crisalix. These updates are designed to improve, enhance and further develop the Services and may take the form of, but not limited to, bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Crisalix to deliver these to you) as part of your use of the Services.

## **4. Use of the Services**

**4.1.** You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the relevant countries).

**4.2.** You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

**4.3.** You agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

**4.4.** You acknowledge being solely responsible for the manner in which you use the Services provided by Crisalix.

**4.5.** If your use of the Services is initiated through a webpage or website, rightfully owned by Crisalix or by any other entity or person such as, but not limited to, a physician or aesthetic professional or healthcare provider or other third party, and that your use of the Services is intended to contact, directly or indirectly, or submit your information to this physician or aesthetic professional or healthcare provider or other third party, by using the Services you hereby confirm and acknowledge:

- A. Your request to have your Personal Data –as defined in section 5 below- to the physician or aesthetic professional or healthcare provider or other third party, whose services or medical treatments are presented or referred to in the website that contained the invitation which may be in the form of a web banner or other; and/or
- B. that Crisalix cannot be held responsible for how this physician or aesthetic professional or healthcare provider or other third party processes the Personal Data –as defined in section 5 below- you provide or the resulting 3D images generated by Crisalix; and/or
- C. that Crisalix cannot guarantee an appointment with the physician or aesthetic professional or healthcare provider or other third party whose services or medical

treatments are presented or referred to in the website that contained the invitation; and/or

- D. that in order to offer a highest level of service, Crisalix may, of its own volition or based on your demand, revoke your request to submit your Personal Data –as defined in section 5 below- to a physician or aesthetic professional or healthcare provider or other third party if your request is unanswered using the Services within a reasonable time, generally established at 48 hours, in order to provide this Personal Data –as defined in section 5 below- to another physician or aesthetic professional or healthcare provider or other third party, so as to satisfy your request to use the Services; and/or
- E. that staff or personnel of the physician or aesthetic professional you elect to submit your Personal Data –as defined in section 5 below- to through the use of Crisalix' Services may have access to the Crisalix interface in the name of the aforementioned physician or aesthetic professional or healthcare provider or other third party and may therefore have access to the Personal Data –as defined in section 5 below- you submit.

**4.6.** Your Personal Data –as defined in section 5 below- will be sent via internet to Crisalix' servers, in order for Crisalix to generate the 3D images based on your request. In order to ensure the highest level of security when transmitting such Personal Data – as defined in section 5 below- Crisalix may use Secure Sockets Layer (SSL) encryption.

**4.7.** Use of the Services for obtaining 3D images:

3D ≠ Reality

- A. **If your use of the Services involves receiving, viewing or obtaining 3D images with objective to represent the outcome of an aesthetic change to your person, you hereby acknowledge that Crisalix cannot guarantee the delivery of results nor the accuracy of the 3D images, if such 3D images should be delivered or provided. Furthermore the results of the 3D images may depend on, or may not even be compatible with, the quality and characteristics of the photos provided as well as the physical or anatomical characteristics or conditions of the subject or person captured in the photos, which Crisalix has no control over.**
- B. **You acknowledge being aware that the 3D images generated or provided by Crisalix, directly or indirectly, are for visualization and illustrative purposes only, and are not a substitute for a consultation with a qualified physician and do not provide any diagnosis or medical advice. If you are considering an aesthetic procedure you should consult a qualified physician or professional. The provision of 3D images by Crisalix does not endorse or warrant any specific surgical or non-surgical technique, method of treatment, or outcome. Crisalix is not engaged in providing medical advice or services. Final results of a procedure may vary significantly from what is portrayed in the 3D images.**

## **5. Personal Data**

**5.1.** “Personal Data” means any information relating to an identified or identifiable natural person (or “Data Subject”), in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person such as health records, personal information, images, identification, photos, contact details, of any Data Subject.

**5.2.** Crisalix provides the Services and, as such, Crisalix controls your Personal Data when you directly sign up as an end user, i.e. we are data controllers. In this sense, in order to access certain Services, you will be required to provide information about yourself that may include Personal Data as part of the registration process for the Service, or as part of your continued use of the Services.

**5.3.** On the contrary, if you have been invited as an end user by an aesthetics professional, we will act as a data processor and the aesthetics professional will always decide the scope and length of the access to the Services that you may enjoy. If you have been invited, we will only act as data controller if you voluntarily decide to use our online community (MyCrisalix).

**5.4.** In any event, note that we will implement the same technical or organizational security measures to protect the Personal Data either if we act as data controller or data processor.

**5.5.** We are dedicated to protecting the privacy of our users by taking all possible measures to protect their Personal Data. Please read our Privacy and Cookies Policy that sets out how Crisalix uses and protects any Personal Data that you provide or that is collected when using the Services. We have adapted our Privacy and Cookies Policy to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“General Data Protection Regulation” or “GDPR”).

**5.6.** Taking all the above into account:

- You agree that any Personal Data or other registration information you give to Crisalix will always be accurate, correct and up to date.
- You agree that we can use your Personal Data for the purposes to perform the Services that may include your Personal Data disclosure to third parties (please see section 4 above for more information regarding the use of the Services).
- You agree that any data extracted from the information provided by yourself (such as but not limited to success rate, 3D usage, etc.) may be used in an anonymous way to calculate and publish global statistics and rankings based on our users’ activity.

- You agree that your Personal Data may be provided by Crisalix to an Affiliate, who may contact you to support you with your use of the Services.
- You have read and accept our Privacy and Cookies Policy.
- You agree to the use of your Personal Data in accordance with our Privacy and [cookie policy](#).

## **6. Your account and its security**

**6.1.** While Crisalix takes necessary precautions — including administrative, technical, and physical measures — to safeguard your Personal Data against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction, amongst others by communicating our privacy and security guidelines to Crisalix employees and strictly enforcing privacy safeguards within the company, Crisalix cannot be held responsible for any breach of security or integrity of your Personal Data, should such breach occur despite the measures and precautions taken by Crisalix.

**6.2.** Should your use of the Services involve accessing your account with login details, such as but not limited to a username and password, you hereby certify that you will not share your login details, let anyone else access your account, or do anything else that might jeopardize the security of your account. You agree and understand that you are responsible for maintaining the confidentiality of login details associated with any account you use to access the Services.

**6.3.** If you become aware of any unauthorized use of your login details or of your account, you agree to notify Crisalix immediately by sending an email to [support@crisalix.com](mailto:support@crisalix.com) .

## **7. General safety and integrity of information**

**7.1.** You will not use the Services to post unauthorized commercial communications.

**7.2.** You will not collect users' content or information, or otherwise access Crisalix's Services, using automated means (such as, but not limited to, robots, spiders, or scrapers) without Crisalix's prior permission.

**7.3.** You will not engage in unlawful multi-level marketing on any of Crisalix's Services.

**7.4.** You will not upload viruses or other malicious code to the Services.

**7.5.** You will not solicit login details or access an account which belongs to someone else.

**7.6.** You will not post content that: is threatening or pornographic; incites violence; or contains graphic or gratuitous violence.

**7.7.** You will not use the Services to do anything unlawful, misleading, malicious, or discriminatory.

**7.8.** You will not do anything that could disable, overburden, or impair the proper working or appearance of the Services, such as a denial of service attack or interference with page rendering or other functionalities of the Services.

**7.9.** You will not post content or take any action on the Services that infringes or violates someone else's rights or otherwise violates the law.

**7.10.** We can remove any content or information you post on the Services if we believe that it violates these Terms or our policies.

**7.11.** You will not post anyone's identification documents or sensitive financial information on the Services.

**7.12.** You will not facilitate or encourage any violations of these Terms or our policies.

## **8. Waiver of claims, remedies and indemnity**

**8.1.** You agree to be solely responsible for using the Services and for the accuracy and adequacy of information and data furnished for the use of the Services.

**8.2.** In light of the provisions of this clause 8, you agree to provide a full indemnity to Crisalix in the terms set forth in section 14 below. This provision shall survive termination of your agreement with Crisalix.

## **9. Content in the Services**

**9.1.** You understand that all information, such as, but not limited to, data files, written text, computer software, audio files, photographs, videos or images, which you may have access to as part of, or through your use of the Services are the sole property of the person from which such content originated. All such information is referred to below as the "Content".

**9.2.** You agree that you are solely responsible for (and that Crisalix has no responsibility to you or to any third party for) any Content that you create, transmit or display in any shape or form while using the Services and for the consequences of your actions by doing so. You therefore acknowledge that you are solely accountable in your local jurisdictions for your use of any and all Content made available to you by Crisalix and that you have the authority and right to use the Content in the manner in which the content is used.

**9.3.** If your use of the Services implies requesting Crisalix to create, transmit or display any Content for you or on your behalf, Crisalix cannot guarantee the outcome, accuracy

or quality, however subjective it may be, and you certify that the Content Crisalix may provide is 'as is' and without any warranty of the results.

**9.4.** You hereby certify that any and all Content provided by you is accurate and you will not provide any false information or create an account for anyone other than yourself without permission.

## **10. Proprietary rights**

**10.1.** You acknowledge and agree that Crisalix (or Crisalix's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Crisalix and that you shall not disclose such information without Crisalix's prior written consent.

**10.2.** You acknowledge and agree that nothing in the Terms gives you a right to use any of Crisalix's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

**10.3.** You agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

**10.4.** You acknowledge that any material, documents, objects, or images, such as but not limited to 3D images, generated by the Services or resulting from the use of the Services are the exclusive property of Crisalix.

## **11. Content license from you**

**11.1.** You retain copyright and any other rights you already hold in Content which you submit, share, publish, post or display on or through, the Services. By submitting, sharing, publishing, posting or displaying the content you give Crisalix, its Affiliates, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify any Content which you submit, share, publish, post or display on or through, the Services. This license is for the purposes of enabling Crisalix and its, Affiliates to provide the Services and to commercialize and continue to improve the the Services. Such copyright and rights are retained unless your content has been shared with others, and they have not deleted it.

**11.2.** You understand that Crisalix its Affiliates in performing the required technical steps to provide the Services to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Crisalix its Affiliates to take these actions.



**11.3.** You confirm and warrant to Crisalix its Affiliates that you have all the rights, power and authority necessary to grant the above license and that you are the sole proprietor of any Content you use through the Services provided by Crisalix. In the event that the Content used does not comply with the above, Crisalix reserves the right to block the account and eventually return the Content to its rightful owner.

**11.4.** When you publish / share content or information using Crisalix, it means that you are allowing everyone, including people off of Crisalix, to access and use that information, and to associate it with your identification provided (i.e., your nickname and profile picture).

**11.5.** We always appreciate your feedback or other suggestions about Crisalix, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

## **12. Ending your relationship with Crisalix**

**12.1.** The Terms will continue to apply until your right to use the Services is terminated at the end of the subscription period, if applicable, or until terminated by either you or Crisalix as set out below.

**12.2.** If you want to terminate your legal agreement with Crisalix, you may do so by (a) notifying Crisalix at any time and (b) closing your accounts for all the Services which you use, where Crisalix has made this option available to you. Your notice should be sent, in writing, to Crisalix's address which is set out at the beginning of these Terms. Your notice of termination becomes effective upon receipt by Crisalix. If you terminate your agreement with Crisalix prior to the end of the subscription period, if such subscription should apply, you agree to remit payment within 5 business days of the termination notice, for any and all outstanding amounts including those corresponding to the remainder of your subscription period.

**12.3.** Crisalix may at any time, terminate its legal agreement with you if:

- A. You have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- B. Crisalix is required to do so by law including without limitations where the provision of the Services to you is, or becomes unlawful.

**12.4.** When these Terms come to an end, or if Crisalix ceases its activities permanently, partially or temporarily, all of the legal rights, obligations and liabilities that you and Crisalix have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of the Terms and your obligations to indemnify Crisalix and its Affiliates set out in the Terms shall continue to apply to such rights, obligations and liabilities indefinitely.

## **13. EXCLUSION OF WARRANTIES**

**13.1.** NOTHING IN THESE TERMS, INCLUDING SECTIONS 13 AND 14, SHALL EXCLUDE OR LIMIT CRISALIX'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**13.2.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

**13.3.** IN PARTICULAR, CRISALIX, ITS AFFILIATES DO NOT REPRESENT OR WARRANT TO YOU THAT:

- A. YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS.
- B. YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

**13.4.** ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

**13.5.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CRISALIX OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

**13.6.** CRISALIX FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **14. LIMITATION OF LIABILITY**

**14.1.** SUBJECT TO OVERALL PROVISION IN PARAGRAPH 13.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT CRISALIX AND ITS AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- A. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
  - (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A

- RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER, SPONSOR OR CRISALIX SUBSIDIARY AND AFFILIATE WHOSE ADVERTISING APPEARS ON THE SERVICE
- (II) YOUR FAILURE TO PROVIDE CRISALIX WITH ACCURATE INFORMATION;
  - (III) YOUR FAILURE TO KEEP YOUR LOGIN DETAILS OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
- B. THE PARTIES TO THESE TERMS HAVE EACH AGREED TO THE FEES, IF APPLICABLE, AND ENTERED INTO THEM IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THE TERMS, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES.

**14.2.** THE LIMITATIONS ON CRISALIX'S LIABILITY TO YOU IN PARAGRAPH 13.1 ABOVE SHALL APPLY WHETHER OR NOT CRISALIX HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

**14.3.** FURTHER TO THE ABOVE, CRISALIX AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE OF PERFORMANCE RESULTING FROM CAUSES BEYOND THEIR CONTROL (FORCE MAJEURE).

**14.4.** SUBJECT TO OVERALL PROVISION IN PARAGRAPH 13.1 ABOVE, YOU AGREE THAT THE AGGREGATE LIABILITY OF CRISALIX AND AFFILIATES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES SHALL NOT EXCEED THE FEES PAID BY YOU TO CRISALIX FOR THE USE OF THE SERVICES DURING THE TERM OF ONE YEAR PRIOR TO THE DATE OF THE CLAIM, AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST CRISALIX AND AFFILIATES AND SHALL CONSTITUTE THE LIQUIDATED DAMAGES.

## **15. Changes to the Terms**

**15.1.** Crisalix may make changes to the Terms from time to time. We therefore encourage you to visit this page occasionally to ensure you are aware of the updated version.

**15.2.** You understand and agree that if you use the Services after the date on which the Terms or Additional Terms have changed, Crisalix will treat your use as acceptance of the updated Terms or Additional Terms.

## **16. General legal terms**

**16.1.** Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or purchase goods, which are provided by another person or company. Your use of these other services or purchase of goods may be subject to separate terms between you and the company or person concerned. Crisalix does not assume any liability in connection with your use of these other services or purchase of goods.

**16.2.** The Terms constitute the whole agreement between you and Crisalix and govern your use of the Services (but excluding any services which Crisalix may provide to you under a separate written agreement), and completely replace any prior or simultaneous representations, agreements, understandings or commitments, whether written or oral, between you and Crisalix in relation to the Services.

**16.3.** You agree that Crisalix may provide you with notices by email, regular mail, or postings on the Services.

**16.4.** You agree that if Crisalix does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Crisalix has the benefit of under any applicable law), this will not be taken to be a waiver of Crisalix's rights and that those rights or remedies will still be available to Crisalix.

**16.5.** If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

**16.6.** You acknowledge and agree that each member of the group of companies of Crisalix shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. You further acknowledge and agree that (i) you may not assign the Terms to any third party and that (ii) Crisalix may assign the Terms to each member of the group of companies of Crisalix or to a successor by purchase, merger or consolidation; however no assignment shall relieve Crisalix obligations under the Terms. Any assignment not in accordance with these provisions shall be null and void.

**16.7.** The Terms shall be governed by the substantive law in force in Switzerland without reference to its conflict of law rules. You and Crisalix agree to submit to the exclusive jurisdiction of the courts of the Canton of Vaud (Switzerland) and of the Swiss Federal Supreme Court based in Lausanne (Switzerland) to resolve any legal dispute or matter arising from the Terms. Notwithstanding this, you agree that Crisalix shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

The End User Universal Terms was last modified on May 24<sup>th</sup>, 2018.

