

Terms and Conditions

Last updated: January 27, 2021

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Alphidem AG, Oberneuhofstrasse 3, 6340 Baar, Switzerland.

Service refers to the Website.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions agreement has been created with the help of the Terms and Conditions Generator.

Website refers to Our Website, accessible from <https://alphidem.com>

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy available under <https://alphidem.com/assets/privacy-policy.pdf> carefully before using Our Service.

Content

The material and information contained on this Website is for general information purposes only. You should not rely upon the material or information on the website as a basis for making any business, legal or any other decisions.

Whilst we endeavour to keep the information up to date and correct, Company makes no representations or warranties of any kind, express or implied about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, products, services or related graphics contained on the Website for any purpose. Any reliance You place on such material is therefore strictly at your own risk.

Company will not be liable for any false, inaccurate, inappropriate or incomplete information presented on the Website.

Intellectual Property

Copyright

The Website and all content provided are protected by intellectual property laws. Unauthorized use may result in violation of copyright, trademark, and other laws. Reproduction and distribution are not permitted without the prior written consent of Company.

Trademarks

Trademarks and logos used and displayed on the Website are registered and unregistered trademarks of the Company. Their use is prohibited without the prior written consent of Company. Trademarks may not be used to disparage Company in any manner that may damage any goodwill in the trademarks. All goodwill generated from the use of any trademark shall inure to Company's benefit.

Performance Indications

Any indication of past performance or estimated future performance is not indicative of future results; no representation is being made that any investment or product will or is likely to achieve profits or losses similar to those achieved in the past or indicated for the future, or that significant losses will be avoided.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Limitation of Liability

In no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, the liability of Company shall be limited to the greatest extent permitted by law.

Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of Switzerland and the ordinary courts of the Canton of Zug (CH) shall have exclusive jurisdiction, subject to appeal (including appeal to the Swiss Federal Court) as provided bylaw; venue being the Commune of Zug.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Assignment

These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Company without restriction. Any assignment attempted to be made in violation of this Terms and Conditions shall be void.

Survival

Upon termination of these Terms and Conditions, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Website and the Service.

Contact Us

If You have any questions about these Terms and Conditions, You can contact us:

- By email: contact@alphidem.com