### Terms and Conditions

Marvinpac SA provides you with the information available on the website pages on www.marvinpac.com, subject to the following terms and conditions. By accessing or using www.marvinpac.com, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions.

# 1. Accuracy of Information

We attempt to be as accurate as possible when describing our products on www.marvinpac.com; however, to the extent that applicable law permits, we do not guarantee that the product descriptions, colours or other content available on www.marvinpac.com are accurate, complete, reliable, current, or error-free.

# 2. Intellectual Property

All content available on www.marvinpac.com, including, but not limited to, text, graphics, logos, button icons, images, data compilations and software, and the compilation thereof (the "Content") is the property of Marvinpac SA and is protected by international copyright laws.

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## 3. Limited Licence

We grant you a limited, revocable, and non-exclusive licence to access and make personal use of www.marvinpac.com. Please note that you may not frame or utilise framing techniques to enclose www.marvinpac.com or any portion thereof without our prior written consent.

## 4. Third Party Links

We are not responsible for the content of any off-Website pages or any other websites linked to or from www.marvinpac.com. Links appearing on www.marvinpac.com are for convenience only and are not an endorsement by us of the referenced content, product, service, or supplier. Any linking you do, to or from any off-Website pages or other websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not guarantee the offerings of off-Website pages or any other websites linked to or from www.marvinpac.com, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy statements and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-Website pages and other websites that you visit.

## 5. Representations and Warranties; Limitation of Liability

YOU AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO www.marvinpac.com; (b) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (c) loss or damages of any sort incurred as a result of dealings with or the presence of off-Website links on www.marvinpac.com; (d) computer viruses, system failure or malfunction which may occur in connection with your use of www.marvinpac.com, including during hyperlink to or from third party websites; OR (e) EVENTS BEYOND OUR REASONABLE CONTROL.

# 6. Arbitration and Applicable Law

Any dispute arising out of or in connection with the present Terms and Conditions shall be finally settled in accordance with the rules of arbitration of the Swiss Inter-cantonal Arbitration Convention, by one Arbitrator designated in accordance with said rules. The laws of Switzerland shall govern the arbitration proceedings. The arbitration under this provision shall be conducted in the City of Fribourg, Switzerland. The arbitration shall be conducted in the French language.

### 7. General

You acknowledge and agree that these Terms and Conditions, constitute the complete and exclusive agreement between us concerning your use of www.marvinpac.com, and supersede and govern all prior proposals, agreements, or other communications. We reserve the right, at our sole discretion, to change these Terms and Conditions at any time by posting the changes on www.marvinpac.com. Any changes are effective immediately upon posting to www.marvinpac.com. Your continued use of www.marvinpac.com constitutes your agreement to all such terms and conditions. We may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of www.marvinpac.com.

If you have any questions regarding these Terms and Conditions, please contact us.  $\ensuremath{\text{@}}$  Marvinpac SA

# Privacy policy

### 1. Information Collection and Use

Marvinpac SA recognises the importance of protecting the privacy of all visitors to the www.marvinpac.com. Personally identifiable information, including names, addresses, emails and the like, is collected on this website only when it is voluntarily provided by a visitor to our site. Marvinpac SA will not knowingly provide your name, address and e-

mail to any third party without your prior consent unless ordered to do so by a court or other government agency.

# 2. Cookies and Log Files

A cookie is a piece of data that enables us to track and target your preferences. The cookie will be stored on your computer's hard drive until you remove it. You can have your browser notify you of, or automatically reject cookies. If you reject our cookies, you may still use www.marvinpac.com. Some of our business partners may also use cookies on www.marvinpac.com. However, we have no access to, or control over, these cookies and do not accept any responsibility for such use.

We may use IP addresses to analyse trends, administer www.marvinpac.com, track traffic patterns, and gather demographic information for aggregate use, as well as for credit fraud protection and risk reduction. Except as otherwise disclosed in this Privacy Policy, we will never use IP addresses in combination with your personally identifiable information without your prior consent.

### 3. Third Parties

We may retain other companies and individuals to perform functions on our behalf. Examples include data analysis firms, customer support specialists, web-hosting companies, and fulfilment companies. Such third parties may be provided with access to personally identifiable information needed to perform their functions, but may not use such information for any other purpose.

### 4. Links

www.marvinpac.com may contain links to or from other websites. Please be aware that we are not responsible for the privacy practices of other websites. This Privacy Policy applies only to the information we collect on www.marvinpac.com. We encourage you to read the privacy policies of other websites you link to from www.marvinpac.com or otherwise visit.

# 5. Security

We implement various security measures in accordance with industry standards to protect the security of your personal information, both on line and off line.

## 6. Notification of Changes

We may revise this Privacy Policy from time to time. If we decide to change our Privacy Policy, we will post the revised policy here. As we may make changes at any time without notifying you, we suggest that you consult this Privacy Policy periodically. Please note that our rights to use your personally identifiable information will be based on the privacy policy in effect at the time the information is used.

If you have any questions regarding our Privacy Policy, please contact us. © Marvinpac SA