

# TERMS AND CONDITIONS

VANURIA – General Terms and Conditions of Sale

Last change: April 3, 2024

You are a non-professional under the meaning of the Swiss consumer code and the following set of Terms and Conditions of Sale apply.

## 1. GENERAL

These general terms and conditions of sale (the "General Conditions") apply to downloading of software products by VANURIA, legally represented by Peter Chiarolini, based in Switzerland (the "Vendor") to a Buyer who must be of legal age and have full legal capacity (the "Buyer"), collectively referred to as the "Parties". The Parties shall be bound by no other document or verbal commitment not formally and expressly accepted by each of them. It is specified in advance that these conditions govern exclusively the sales, by the Vendor of Products available on the website [vanuria.com](http://vanuria.com). These conditions apply regardless of any other conditions, in particular those in force for in-store sales.

Modifications made to the General Conditions are automatically enforceable to the Buyer for orders issued subsequent to being communicated by any means to the Buyer.

If the General Conditions are translated into a foreign language, the German version shall prevail.

The Vendor does not intend to sell large quantities of Products and reserves the right to refuse orders made for the same Product in large quantities.

## 2. PRICES

The prices of the Products may be indicated in different currencies all taxes included (VAT and other applicable taxes) excluding processing and delivery costs which may vary depending on the countries and will be brought to the Buyer's attention before the order is completed. The applicable price is the one indicated on the Buyer's order summary. You will be informed, at the time of placing your order, of the available delivery method(s) as well as the applicable delays and related costs. When converting prices into your local currency, the current exchange rate applies.

In the event of an order to a country other than Switzerland, you are the importer of the Product. Customs duties or other local taxes or import duties or state taxes may be payable. These duties and sums are not the responsibility of the Vendor. They will be at your expense and are your sole responsibility, both in terms of declarations and payments to the competent authorities and/or bodies in your country. We advise you to check with your local authorities about these aspects.

The Vendor reserves the right to modify the General Conditions and prices at any time, but the Products shall be invoiced on the basis of the price agreed upon by the Party and in force at the time of the Buyer's order confirmation. Our Product offers are valid as long as they are visible on the site, subject to stock availability.

## 3. ORDERING, ORDER CONFIRMATION, MODIFICATION OR CANCELLATION

To order a Product, the Buyer must create an account on the Internet website [vanuria.com](http://vanuria.com) or log in if he already has an account. This account will be accessible with an email and a password. By placing an order with the Vendor, the Buyer accepts application of the General Conditions and acknowledges (i) that the Buyer was fully informed by the Vendor of the Products characteristics as well as the use for which they are intended and (ii) that the Buyer received from the Vendor the information requested as well as the appropriate advice.

The Vendor undertakes to process only orders issued by the Buyer via the Internet on <https://www.vanuria.com/>, confirmed in writing by electronic means by the Vendor. Any other method of ordering or sourcing by the Buyer is subject to a signed agreement between the Parties, without any obligation for the Vendor to accept.

The contract is effective as at the order confirmation date issued by the Vendor under the conditions mentioned on it (the "Contract").

## 4. RIGHT OF WITHDRAWAL

In Switzerland, there is generally no right of withdrawal. However, in line with the regulations of the European Union, we allow you a right of withdrawal within 14 days of receiving your Product.

If the Buyer exercises his right of withdrawal within the aforementioned period of 14 days, the Vendor shall refund the price of the purchased Product(s) and the delivery costs. The Vendor will refund the sums paid within a 14 days from the date on which the Vendor was informed of the Buyer's decision to withdraw, and using the same means of payment as that used for the order unless the Buyer expressly agreed to a refund using another means of payment.

The Buyer expressly agrees that the provision of software Product(s) for downloading occurs when the Buyer's order is validated, i.e. before the end of the 14 days' period, and the Buyer expressly waives his right of withdrawal. No request for withdrawal, cancellation or refund will be accepted for the period subscribed. The waiver by the Buyer of his right of withdrawal for this content is formalized when the digital content order is validated. Purchases of digital content cannot give rise to exchange, refund or the exercise of a right of withdrawal.

## 5. DELIVERIES

Software Products are available for download only. Downloading is the transmission and reproduction of a file, including the digital content ordered, on an eligible electronic device connected to the Internet. After validation, the Buyer's online order cannot be cancelled following acceptance of payment

Required technical conditions to download and use software Products (e.g. platform specifications, required configuration, technical compatibilities etc.) are detailed on each Product sheet on the Internet [vanuria.com](https://www.vanuria.com) website.

## 6. USE OF THE PRODUCTS BY THE BUYER

From the time of delivery of the Product, the Buyer is responsible for the proper use of the Product as intended and described by the Vendor.

If the Buyer purchases a paid upgrade or a crossgrade on their Product, then the new license delivered on this occasion becomes linked to the initial license. If the Buyer wishes to resell or transfer their Product then the licenses will be transferred or resold to the new purchaser.

If the Buyer buys a set of several Products as part of the same commercial offer, then the licenses for each Product are linked and cannot be resold or transferred separately.

Licenses for free Products offered by the Vendor acquired by the Buyer are not transferable to another user account.

The Vendor cannot be held responsible for inconveniences of any type resulting from any use of the Product noncompliant with its purpose.

### Definitions

- Upgrade: Update of the Product granting the access to a new license on the Buyer's account.
- Crossgrade: Preferential purchase offer for a Product in the event that the customer already owns one or more other Products of the brand.

## 7. TERMS OF PAYMENT

Validation by the Buyer of their order implies the obligation for the Buyer to pay the indicated price. Payment for the Product can be made according to the payment methods accepted by the Vendor as detailed on the Vendor website [vanuria.com](http://vanuria.com) before final validation of the order.

In the context of a purchase, the payment is considered complete when the full amount is received. The Buyer then becomes the owner of the Product and therefore of its license.

If you purchase a VANURIA Product from a sales partner, the payment terms of the third-party retailer apply.

## 8. INTELLECTUAL PROPERTY

Any use, in whole or in part, of the Products for purposes other than their intended use, is strictly prohibited.

All texts, works, illustrations, images and software reproduced or represented on the Vendor's website are strictly reserved under copyright and intellectual property law. According to applicable provisions of the Intellectual Property Code, only use for private purposes is authorized, subject to different provisions of the Intellectual Property Code. Any reproduction or representation, in whole or in part, of the Vendor's website [vanuria.com](http://vanuria.com) or of all or part of the elements included on this website for purposes other than their intended use, is strictly prohibited.

The corporate names, trademarks and other distinctive signs reproduced on the Vendor's website are protected under applicable law. The reproduction or representation of all or part of one of the above-mentioned signs is strictly prohibited and must be subject to prior written authorization by the rights' owner.

When downloading a Software Product under these General Conditions, the Buyer is granted a license to use it. Any use in breach of these General Conditions and of specific licenses related to software Products is strictly prohibited. It is the Buyer's responsibility to read and comply with applicable terms and the conditions and license relating to Software Products.

Software Products may contain identification information and/or technical measures to control and restrict use, or to protect against third parties. The Buyer shall not interfere with these terms or measures and/or try to modify or delete them.

The Buyer is authorized to copy, download, install and use the Software Product in accordance with applicable terms of related license agreement.

The Buyer may make a backup copy of the Software Product, to be used only for storage purposes.

All copyrights and intellectual and industrial property rights (patents, corporate names, trademarks, signs, logos and any distinctive signs, software etc.) as well as all technical, industrial, commercial or financial documents belonging to the Vendor are and shall remain the Vendor's property. The Buyer formally agrees not to copy, reproduce or duplicate in full or in part any item subject to intellectual property rights owned by the Vendor as well as the Products provided by the Vendor without its prior written consent.

### Transmission of documents

Unless otherwise unequivocally expressed by the Parties in writing, the contractual documents issued by the Vendor are sent to the Buyer by electronic mail and/or in any other appropriate way. All transmissions sent by the Vendor to the electronic mail address indicated by the Buyer are considered to be received by the Buyer the same day they are sent.

## 9. RESPONSIBILITY OF THE VENDOR

The Products offered comply with current Swiss legislation. The Vendor cannot be held liable in the event of non-compliance with the legislation of the country where the Product is delivered. It is the Buyer's responsibility to check with local authorities the possibilities of importing or using the Products or services before placing any order.

Illustrations and photos are provided for illustrative purposes only. Please see each Product description to know its precise characteristics.

It is the Buyer's responsibility to backup any data contained in the Products purchased. The Vendor shall not be liable for any loss of data, files or damage resulting from the absence of backup data. Impossibility to use the Products, in whole or in part, resulting notably from equipment and operating system incompatibility, may not give rise to any compensation or reimbursement or liability on the part the Vendor.

The Vendor shall not be liable in case of independent technical problems such as: communication problems due to the Buyer's Internet service provider (slow connection, interruption, heavy traffic etc.), constraints and limitations of the Internet network, particularly in terms of transmission of information data via the networks and data breach. For technical reasons, in particular maintenance or network failure, a temporary interruption of services is possible.

The Buyer is solely responsible for the use they make of the Product, and cannot hold the Vendor liable for any claim and/or procedure against them arising out of or linked to such use.

The Vendor shall in no event be liable for any damages resulting from improper use of the software by the Buyer.

## 10. DATA PROTECTION

The personal data you provide is collected and processed by Vanuria for the purposes of administrating and delivering your purchase.

The recipients of your data are third party service providers. These recipients may be located outside the European Union. In the event of transfers of your personal data outside the EU, your personal data is handled in accordance with standard contractual clauses for the transfer of personal data to processors established in third countries.

In accordance with the Swiss Data Privacy Act, §4, Art. 25, each participant has the right to access, modify, withdraw, transfer and limit the processing, to oppose the processing and to define the post-mortem fate of their personal data by e-mail by contacting [support@vanuria.com](mailto:support@vanuria.com) identifying the data concerned, attaching a copy of a valid identity card.

If, after contacting us, you believe that your rights to your data are not complied with, you may file a complaint with the responsible complaints office in Switzerland.

Further details on our use of personal data can be found in our privacy policy at <https://www.vanuria.com/privacy>.

## 11. GOVERNING LAW AND COURT JURISDICTION

All disputes relating to the General Conditions are subject to the laws of Switzerland. In the event of a dispute, Swiss courts shall have sole jurisdiction.

The official website of the Federal Consumer Affairs Bureau (FCAB) provides an overview of the ombudsman offices and out-of-court dispute resolution offices operating in Switzerland. This platform is available at the following link:

<https://www.konsum.admin.ch/bfk/de/home/konsumenteninformationen/ombudsstellen.html>

## 12. VALIDITY OF THE GENERAL CONDITIONS

If one of the clauses of the General Conditions is considered invalid, illegal or inapplicable, the validity, legality and applicability of all the other clauses shall in no way be affected or altered. In such event, the Parties agree to substitute a valid and enforceable provision therefore which, as nearly as possible, achieves the desired legal and economic effect and mutual understanding of the Parties under these General Conditions.

Place of fulfillment and jurisdiction is Bülach (Switzerland).