



Terms and Conditions

These general terms and conditions (hereinafter: "T&C") regulate the contractual relationship between you, as an individual user of our tools (hereinafter: the "Tools"), which include our website 4um.swiss (hereinafter: the "Site"), our Webshop available at 4um.swiss (hereinafter: the "Webshop"), our 4um management platform (hereinafter: the "Platform") and/or our 4um Application (hereinafter: the "Application"), and in certain cases as a buyer of our products, and PST Promotions de Solutions techniques Sàrl (hereinafter: "PST" or "we/us"), proprietor of the aforementioned Tools and product vendor.

Any use of our Platform and Application, as well as the purchase of our products, is subject to your prior approval and unreserved acceptance of these T&C. Acceptance is given by clicking the appropriate box.

We reserve the right to update these T&C at any moment, with respect to commercial requirements, and so we ask you to consult them regularly. Changes in these T&C will be communicated to you via one of the following methods: email, newsletter, publication on the Site or in any other way which we deem appropriate.

Article 1 Who are we?

1. PST Solutions techniques Sàrl is a Swiss private limited liability company with registered capital of CHF 20'000.-, listed with the Canton of Vaud Registry of Commerce, No. CHE-111.721.110, headquartered at Chemin de la Forestallaz 24 C, c/o Mathias Gerst, 1806 St-Légier-La Chiésaz, VAT No: CHE-111.721.110.

Legal notices:

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Customer Service Telephone Number: +41 (0)21 804. 56.16.

Hosted by:

Our Site as well as the Webshop are hosted by SOTERO Sàrl, a Swiss corporation with registered capital of CHF 50'000.-, listed with the Canton of Vaud Registry of Commerce, No. CHE-103.890.650, headquartered at Route d'Arvel C81, 1844 Villeneuve.

Our Platform is hosted by OVH, LLC with registered capital of EUR 10'069'020, RCS Lille Métropole 424 761 419 00045, Code APE 2620Z, VAT No: FR 22 424 761 419, Headquartered at 2, Rue Kellermann, 59100 Roubaix, France.

Article 2 Access and Use of our Tools

1. Our platform enables the purchaser of our products to make various content available and consultable to any third party who uses the Application and is located within a geographical proximity to the site designated by the purchaser.
2. To consult our Platform and/or our Application, you must be at least 13 years old, be legally capable of contracting and respecting these T&C. To purchase our products and/or insert content onto our Platform, the minimum age is 16 years old.
3. You guarantee the truth and accuracy of any information you provide.

4. We reserve the right to cancel or refuse any subscription (sign-up, subscription renewal, subscription modification, and any other service) or user purchase (for example, litigation related to payment of a previous subscription, etc.).
5. Any equipment (computer, software, etc.) and its related fees enabling you to access our Tools are your responsibility.
6. To sign-up and receive an account, you must fill out all required fields listed in the sign-up sheet (last name, first name, email address, etc.). You will then receive an email to validate the creation of your account. In the event you need to modify any of the required information on your account (last name, first name, postal address), you must update this personal information yourself in the "My Account" area on our Site. In case of incorrect information, we will be unable to respect our obligations.
7. Your log-in and password are considered personal information. You are responsible for maintaining their confidentiality.

Article 3 ***Purchasing our products***

1. Our products may be purchased through our Site, at our Webshop. In case of purchase, we are committed to transferring ownership to you once we have received payment in full of the sale price, and you are committed to paying the price in accordance with Art. 3.2 of these T&C.
2. If purchased through our Webshop, we promise to deliver your products to the address indicated during your order and you are responsible for accepting delivery of the products if they arrive to you in the stipulated conditions.

Article 3.1 Order through our Webshop

1. You are responsible for providing valid contact details when you place your order.
2. If a product is out-of-stock, we will inform you of the required supply delay to obtain the requested product or we will offer a replacement product. If a product is out-of-stock, you are not able to claim any compensation whatsoever.

Article 3.2 Price

1. For each order, the total price will include the price of our product, a 5-year subscription, delivery costs, VAT, and customs fees. The total price must be paid in full at the time of your order. We will send you an invoice via email.

Article 3.3 Delivery

1. We will carry out all deliveries in accordance with the methods agreed upon when you place your order. Delivery dates are estimations and may vary depending on several factors. In the event that a delivery date is not stipulated, we have the right to begin delivery immediately or as soon as the product is available.
2. Any risks, especially those related to product damage or product theft (internal or external) are your responsibility once the product has been unloaded at the delivery location.
3. Product ownership will only be transferred to you at the moment of delivery.

Article 3.4 Modifying an order and restitution

1. In the event you need to modify your order before delivery, including the product ordered, delivery method or delivery date, please contact us directly and we will attempt to find a solution. If we cannot find a solution, the order cannot be modified or cancelled.
2. You do not have the right to a refund.

Article 3.5 Product defect

1. You are required to inspect the delivered product immediately upon delivery and notify us of any defect or delivery error. Notification must be in writing and executed within five working days from

the delivery date. Without any written notification within this specified time, the products will be considered as accepted and may not be returned or exchanged for any reason whatsoever.

2. If a product delivered is substandard or defective, you may return it in its original packaging at our cost within 3 days following the notification of defect.
3. If we acknowledge the defect and/or lack of compliance, we promise to replace the product within 15 working days of receipt of the returned defective and/or substandard product. In the event that we are not able to replace the defective product for any reason, we are committed to reimburse you for the sales price of the product, minus delivery costs.
4. Notwithstanding the provisions of this article, we do not accept responsibility for any defect, except if you show us in a manner we consider sufficient that the product was always stored and handled in an appropriate way, and that it was not used or maintained in any unusual or abnormal manner, or in any manner that is inconsistent with the instructions or recommendations for use or maintenance.

Article 4 *Our responsibility*

1. We provide our services with the greatest care, reliability, and availability. We cannot, however, guarantee that all services will be accessible without interruption or that connection to our servers and/or our Tools will always be possible.
2. We do not accept any responsibility for any direct or indirect harm, no matter the causes, origins, natures or consequences, caused by anyone's access to one or more of our Tools or the impossibility of access, as well as the use of one or more of our Tools (including, but not limited to, any loss or damage caused by viruses affecting your computing equipment) likewise for any credit given to any information gained directly or indirectly from one of our Tools.
3. We do not guarantee in any way the exactitude or the completeness of the contents made available on our Tools. The contents made available by our users are not considered our content. We cannot be held liable for anything related to these contents. We are unable to control the legality or compliance of all content with these T&C. If any content violates applicable law and/or your rights, we request you tell us immediately via email at: (info@pst-smartcity.ch).
4. Our liability with respect to performing our contractual obligations, whether contractual, tortious, or based on another cause, will be limited to the purchase price of the products. In particular, we cannot be held liable for any damage incurred by you or any third party, as a result of the behavior of other users/clients and/or a third party, in the event of complete or partial hacking of our Tools and any damages that may result for you or any third party.
5. We can in no way be held responsible for the functioning of software and the transmission of data or information on our Tools nor in the event of technical connection failures, no matter the cause and irrespective of our will.
6. You bear the risk for all content downloaded and/or obtained in any way while using one of our Tools, and we cannot be held liable in the event of data loss or damage that may result.
7. In the event of maintenance or interrupted service to one of our Tools, you cannot request compensation of any kind, and for the entire duration of the maintenance or interruption.
8. We cannot guarantee that the servers used and that our Tools are exempt from any virus. Thereupon, we cannot be held responsible in the event your computer equipment becomes infected with a virus because it is your responsibility to ensure your equipment is sufficiently protected.
9. We do not accept any responsibility for any error or omission as to the content of the information, data, or any other information displayed on our Tools, but also as to the consequences of the possible use of the contents of the information, data, or any other information that is displayed.
10. You accept that we are not able to verify the accuracy of information provided by users because it is only a declarative act. As a result, we cannot be held responsible.
11. We do not provide any other expressed or implied warranty or guarantee.

Article 5 ***Your responsibility***

1. You are wholly responsible for the use of one or several of our Tools. As a result, you will be held responsible for any damage, no matter the kind, that you cause during use. You are responsible for your technical equipment as well as the protection of both software and hardware on your equipment.
2. You agree to never use any tool, software, or process meant to impede, or attempt to impede, the proper functioning of our Tools. You are also forbidden from carrying out actions on our Tools that will place an unreasonable or disproportionate burden on their infrastructure.
3. Our products supply interactive functions enabling you to make content available to other users (texts, photos, etc.). You are responsible for the content that you include on our Tools. You are expressly forbidden and must never include content - namely statements, links, videos, images, etc. – that:
 - contain obscene, racist, homophobic or sexist, or any other form of hate rhetoric;
 - are in any way pornographic;
 - are in any way in violation of Swiss laws, especially copyright infringement;
 - contain slanderous, infringing on honor or otherwise contrary to law and morals and may give rise to legal proceedings or violations of provisional measures ordered by a court;
 - are abusive or contain threats, or constitute, in any other form, a personal attack on any third party, including our employees;
 - contain advertising for products or services (including spam);
 - contain purchase recommendations or boycotts;
 - are misleading for other users regarding the identity of the author or sender of a message or give the impression, untruthful or misleading, of a connection with a person, organization, or company (including us and our employees);
 - contain computing viruses or files, software, or devices that may restrict, interrupt, or destroy the functioning of our Tools;
 - collect and record personal information without authorization; and/or
 - block or restrict access of other users to our services.
4. Signing-up and/or subscribing does not give you the right to provide content that we deem is misplaced, inadequate, or conflicts with these T&C. We especially reserve the right to remove, shift, or modify content at any time and without warning and to block your access to our Tools at our discretion.
5. You are entirely responsible for the use of information or any kind of content available on our Tools.
6. You are solely responsible for the legal consequences of your contributions. If a third party raises claims against us in connection with your contributions, you agree to, if necessary, compensate us for all resulting consequences (including lawyer fees and legal costs). In the event of a breach, we also reserve all rights against you.

Article 6 ***Intellectual property***

1. The user retains all rights to the contents provided to the Platform.
2. The entire content of our Tools and our products is protected by Swiss law, notably the Federal law on brand protection, the Federal law on copyright and the Federal law against unfair competition. Please note that any form of reproduction, modification, transmission, or publication of all or part of each of our Tools (including information, texts, illustrations, or images), for any reason, is forbidden without our prior written consent.

Article 7 Cancellation

1. When you purchase our products, you also obtain a 5-year subscription to our Site. The subscription is not automatically renewable, but we can remind you before the end of the term so you may renew your subscription if you choose to do so.
2. You may close your account and cancel your subscription at any time. However, there is no compensation for a cancellation before the end of the term.
3. We reserve the right to close your account and/or cancel your subscription at any moment, without notice, if, for example, you are found to be in violation of these T&C. In this case, there will be no compensation.

Article 8 Data protection

1. By providing us with your personal data, you accept that they will be used by us in accordance with the Privacy Policy available here: (https://4um.swiss/conditions/politique_de_confidentialite.pdf).

Article 9 Modification

1. We reserve the right to modify or correct one or several of our Tools and/or our services at any moment and without notice.

Article 10 Applicable law and jurisdiction

1. These Terms and Conditions are subject to Swiss law, excepting its rules of private international law.
2. Any claims resulting from or in connection to these T&C are exclusively subject to the jurisdiction of the Lausanne courts (Switzerland). The above is subject to appeal to the Federal Supreme Court.

24.09.2019