Legal information

Version dated 15 January 2024

By accessing and using this website, you accept the following provisions in full and without reservation. Access to this website is subject to this legal notice and to the laws currently in force.

Content

This website contains information about the services provided by SmartParts SA, its wholly-owned subsidiaries (hereinafter referred to as "SmartParts") and its network of partners throughout Switzerland and worldwide.

No Offer

None of the content and information posted on this website may be deemed to constitute an offer by SmartParts. SmartParts expressly reserves the right to decline any request made on basis of the content of its website for a tender by SmartParts.

Disclaimer of liability

SmartParts disclaims all liability (including liability for negligence) that may result from accessing or being unable to access all or part of the portal, or resulting from its use. SmartParts assumes no guarantee for the accuracy of the content or for the correctness, up-to-dateness, reliability or completeness of the information.

Liability claims based on material or immaterial damage resulting from access to or use or non-use of the published information, misuse of the connection or technical problems are excluded.

Errors

SmartParts makes every effort to ensure that the content of its website is correct and upto-date. Despite all due care, the presence of incorrect information or errors cannot be completely ruled out.

All texts and links are carefully checked and constantly updated. SmartParts endeavors to publish complete and accurate information on its website but accepts no liability or guarantee for the accuracy, completeness or topicality of the information provided on its website. SmartParts reserves the right to change the information on its website at any time without notice and is not obliged to update the information contained therein.

Links

SmartParts accepts no responsibility for the content or availability of websites accessed via hyperlinks. These websites are neither operated nor monitored by SmartParts. The provider of the website to which a link leads is solely responsible for illegal, incorrect or

incomplete content, in particular for damage arising from content on linked sites. This applies irrespective of whether the damage is of a direct, indirect or financial nature or whether any other damage could result from loss of data, failure to use or for any other reason whatsoever. Users access and use such websites at their own risk.

Intellectual property rights

All the contents of the SmartParts website as well as the brands, names, titles, logos, photos, designs, texts and other media used belong to SmartParts or to a contractual partner of the latter. Consulting, downloading or copying website does not confer any rights whatsoever (rights of use, intellectual property rights, etc.). The reproduction (in whole or in part), transmission (electronically or by other means), modification, linking or use of the website or its content for public or commercial purposes is prohibited without the prior written consent of SmartParts.

Data Protection Policy

SmartParts treats personal data and information ("Data") in accordance with the New Swiss Federal Act on Data Protection (nFADP), the EU's General Data Protection Regulation (GDPR) as well as other applicable data protection laws.

When you visit SmartParts website, SmartParts automatically receives and records information on its server logs from your browser, including your IP address and your use of the website.

SmartParts may set and access cookies on your computer (see related explanations here below about cookies).

When you use SmartParts website and when you send Data to SmartParts through the use of online forms, SmartParts uses an encrypted and secure data transmission protocol.

SmartParts collects this Data and transfers it automatically by email to the right contact person who will use the Data sent confidentially in order to contact you and respond to your request. The Data sent through online forms will be saved on our servers for one year, in order to make sure, if needed, that requests have been treated appropriately. Only website administrators have access to this Data. They are automatically deleted or anonymized after a year.

For subscriptions to SmartParts newsletters, consultation, modification and deletion are possible at any time and can be accessed from the footer of any newsletter received or from the "Follow us" box available on all pages of the website. The identification process is done by sending an email to the person's personal email address and by the explicit confirmation of the person (double opt-in).

SmartParts does not rent, sell, or share Data with third parties. SmartParts limits access to Data to employees and service providers who reasonably need to have access to Data.

SmartParts maintains physical, electronical, and procedural safeguards in order to keep Data secure and requires similar safeguards from its service providers.

Should you have any queries relating to your Data, please do not hesitate to contact <u>dataprotection@smartparts.eu</u>.

Cookies

Upon your first visit to SmartParts website, a cookie is sent to your computer that uniquely identifies your browser. A "cookie" is a small file containing a string of characters that is sent to your computer when you visit a website. We use cookies so that we can better serve you when you return to our website, to improve the quality of our service and to better understand how people use SmartParts website. We do this by storing anonymously user preferences in cookies that are specific to SmartParts and in third party cookies (Google Analytics) over which SmartParts has no influence of their content or function, and we track user trends and patterns of how people navigate our website.

Most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. It is also requested that you explicitly accept cookies the first time you visit SmartParts website, and then regularly from then on. However, if you choose to refuse cookies, you won't be able to continue browsing on SmartParts website.

Changes to the legal notice

SmartParts reserves the right to modify the legal notice at any time and recommends that you consult this page each time you visit the site to check for the latest changes.

Applicable law / place of jurisdiction

The legal relationship between SmartParts and users of the SmartParts website is subject exclusively to Swiss law. The place of jurisdiction is Geneva (GE), except in cases where the code of civil procedure specifies another mandatory place of jurisdiction.