

WEBSITE TERMS OF USE

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NONE OF THE INFORMATION PROVIDED ON THE WEBSITE CONSTITUTES A LEGAL OR OTHER TYPE OF PROFESSIONAL ADVICE, CANVASSING OR AN OFFER OF SERVICES, AND YOU SHOULD NOT TREAT ANY OF THE WEBSITE'S CONTENT AS SUCH.

WHILE THE INFORMATION CONTAINED WITHIN THIS WEBSITE IS PERIODICALLY UPDATED, NO GUARANTEE IS GIVEN THAT THE INFORMATION PROVIDED IN THIS WEBSITE IS CORRECT, COMPLETE, AND UP TO DATE.

1. DEFINITIONS

Association: shall mean Association Bonnard Lawson as established in Lausanne, Switzerland.

Functionality (-ies): shall mean the functionalities of the Website, *i.e.* mainly the possibility to consult all the information contained thereon, as well as the possibility to contact the Association and to subscribe to its newsletter.

Intellectual Property Rights: shall mean copyrights, patent rights, registered design rights, design rights, database rights, service mark rights, trademark rights, trade secrets, know-how, confidential information, business names and any other similar protected rights in any country or any other proprietary or industrial right, whether registered or unregistered (including applications for any of the foregoing).

Terms: shall mean these terms of use governing the use of the Website.

Visitor(s): shall mean any natural or legal person browsing the Website and using its Functionalities.

Website: shall mean the website <https://www.bonnard-lawson.com>.

2. THE WEBSITE

The Website is provided for general information purposes only. It provides information about members of the Association, their respective teams and their activities. It besides allows to contact these members. The Association itself does not itself provide legal or any other services.

SENDING INFORMATION THROUGH THE CONTACT FORM AVAILABLE ON THE WEBSITE OR BY EMAIL TO AN ATTORNEY OR TO THE ASSOCIATION DOES NOT AUTOMATICALLY RESULT IN THE CREATION OF AN ATTORNEY-CLIENT RELATIONSHIP AND/OR PRIVILEGE.

TO BECOME A CLIENT, THE VISITOR MUST BE ONBOARDED BY A SPECIFIC ATTORNEY ACCORDING TO THE PROCEDURES WHICH WILL BE COMMUNICATED TO HIM/HER. ATTORNEYS ARE LISTED IN TEAM SECTION OF THE WEBSITE, ALONG WITH THEIR CONTACT DETAILS.

PLEASE REFRAIN FROM COMMUNICATING ANY CONFIDENTIAL AND/OR SENSITIVE INFORMATION THROUGH THE CONTACT FORM, AND IF NECESSARY, ADDRESS DIRECTLY ONE OF THE ATTORNEYS BY EMAIL OR PHONE.

3. LIMITATION OF ACCESS TO THE WEBSITE

The Association reserves the right in its sole and absolute discretion, but subject to applicable laws, to limit access to the Website, partially or fully, to refuse to a specific Visitor access to the Website or to restrict a Visitor from some or all the Functionalities at any time, with or without advance notice.

4. DOWNTIME

The Association does not warrant that the Website operates uninterrupted or error free.

Since the Website is web-based, it might be subject to temporary downtime. A downtime may result from glitches, updates, or maintenance of the Website. As a result of a downtime, the Website will not be available for a certain period.

The Association is not responsible for any damages or losses suffered by the Visitor because of any failure or interruption of the Website and/or suspension of Visitor's access to the Website.

5. INTELLECTUAL PROPRETY RIGHTS

Intellectual Property Rights and all other proprietary rights in relation to the Website are the exclusive property of the Association or its licensors.

All Intellectual Property Rights and all other proprietary rights in relation to the Website not expressly granted herein are reserved to the Association.

Subject to these Terms and for the purpose of using the Website and benefiting from its Functionalities, the Association grants the Visitors a limited, non-exclusive, non-transferable, non-sub licensable, royalty free and revocable license to use and display the Website (*i.e.* by simply browsing it as well as by using it and benefiting from its Functionalities) for its intended purposes.

Any other use of the Website and its content, including without limitation distribution, reproduction, modification, making available, communicate to the public, publicly perform, frame, download, display, or transmission, in whole or in part, without the prior written consent of the Association is strictly prohibited.

The Visitor may not derive or attempt to derive the source code and/or the object code of all or any portion of the software or mobile software of the Website, permit any third party to derive or attempt to derive such source code and/or object code, or reverse engineer, decompile, disassemble, or translate the software of the Website or any part thereof.

The Association, together with its licensors expressly reserve all Intellectual Property Rights in all text, programs, products, processes, technology, content, source codes, object codes, layouts, and other materials, which appear on the Website. Access to the Website and its Functionalities does not confer and shall not be considered as conferring upon anyone any license under any of the Association's Intellectual Property Rights or any third party's Intellectual Property Rights, except as expressly provided in these Terms.

Provided the Visitor respects these Terms and all applicable laws, he/she/it may view, print and/or download copies of content from the Website solely for his/her/its own use for non-commercial and/or informational purposes.

6. TRADEMARK

Bonnard Lawson® is registered trademark filed by the Association.

<https://www.bonnard-lawson.com> is a domain name owned by the Association.

The names and logo and all related products and services names, design marks and slogans are the trademarks or service marks of the Association or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Website. Access to the Website and its Functionalities does not authorize anyone to use any name, logo, or mark in any manner whatsoever.

The Visitor may not use the trademark of the Association such as its domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that the Association endorses any product or service.

7. HYPERLINKING

To create a hyperlink from a third-party website to refer to this Website, prior written consent must be obtained from the Association. All applications should be made to lausanne@bonnard-lawson.com.

8. PROHIBITED USES

The Visitor agrees that any use of the Website shall be for lawful purposes as besides expressly permitted and contemplated by these Terms.

The Visitor shall not use the Website for any other purposes without the Association's express prior written consent.

The Visitor shall never use the Website for the following purposes:

- (a) any purpose that is unlawful or prohibited by regulations applicable to the Visitor;
- (b) any purpose that is not personal use ;
- (c) to create confusion with the Association or its business;
- (d) to defame, harass, abuse, threaten, stalk, or defraud other Visitors or collect, or attempt to collect, personal information about them without their consent;
- (e) to intentionally interfere with or damage, impair or disable the operation of the Website or any enjoyment of it by any means, including but not limited to uploading or otherwise disseminating viruses, worms, spyware, adware, or other malicious code, or placing a disproportionate load on the Website with the intended result of denying service to other Visitors ;
- (f) to remove, circumvent, disable, damage or otherwise interfere with any security- related features of the Website, features that prevent or restrict the use or copying of any part of the Website, or features that enforce limitations on the use of the Website ;
- (f) to gain unauthorized access to the Website or any part of it, including gaining access or attempting to gain access to computer systems or networks connected to the Website or any part of it, through request, hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Website or any activities conducted through the Website ;
- (h) to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website. You agree neither to modify the Website in any manner or form nor to use modified versions of the Website, including (without limitation) for the purpose of obtaining unauthorized access to the Website or for the removal of any proprietary notices or labels on the Website ;
- (i) to use any robot, spider, scraper, or other automated means to access the Website for any purpose without our express prior written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website ;
- (j) to use framing techniques to enclose any trademark, logo, or other materials without our express prior written consent. You agree not to use any meta tags or any other "hidden text" using the Association's name or trademarks without the Association's express prior written consent ;
- (k) You agree not to use any Association's logos, graphics, or trademarks as part of the link without our express prior written consent ;

(l) to sell, rent, lease, distribute, broadcast, sublicense or otherwise assign any right to the Website to any third party ;

(m) to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Website or to insert your own or a third party's advertising, branding or other promotional content on the Website. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures ;

(n) to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation ;

(o) to modify, adapt, translate, or create derivative works based upon the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation ;

(p) to use the Website to harm another in any way.

Unauthorized or prohibited use of the Website may subject you to civil liability, criminal prosecution, or both under local laws.

9. WEBSITE PROVIDED "AS IS", "AS AVAILABLE"

The Website and its Functionalities are provided "*as is*" and "*as available*".

The Association makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, fitness for a particular purpose, and non-infringement, accuracy, or completeness with respect to the Website and its Functionalities, in particular the information contained on the Website (including third parties' content) and/or communicated to any Visitor through the Newsletter, and the fact that the Website will be uninterrupted or error-free.

To the maximum extent permitted by applicable law, the Association disclaims all representations and warranties, express, implied, or statutory, including the implied warranties of merchantability, in relation to the Website.

10. THIRD PARTIES' CONTENT

The Association, at its sole discretion, may authorize third parties' content on the Website or on its social media accounts, notably in the form of embedded videos or links, banners. In such case, the Visitor expressly understands and agrees that the Association is not responsible for the said third-party content and that it shall not be held liable as it does not have any control over such the third-party content.

The Visitor understands and agrees that he/she/it potentially may be bound by third parties' policies and terms and conditions while accessing such third parties' content on the Website. The Visitor represents and warrants that he/she/it read and accepts such third parties' policies and terms and conditions (if any) and expressly agrees that the Association does not assume responsibility for these third parties' policies and terms and conditions.

If the Visitor has a dispute related to third parties' content (of any kind) and/or third parties' policies and terms and conditions, he/she/it agrees to release the Association (including its affiliates, and each of its respective officers, directors, employees, agents, shareholders (if any), associates, partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

11. LIMITATION OF LIABILITY

The Association shall not be held liable for any failure to perform, and shall not accept responsibility for any ensuing damage, loss, delay, or inconvenience caused by circumstances beyond its reasonable

control, such as Force Majeure Events as specified below. No such inability to perform or delay shall invalidate the remainder of this agreement.

Constitutes a "Force Majeure Event" any event which is neither foreseeable nor objectively attributable to the Association and which is objectively likely to delay the performance of its contractual obligations, including but not limited to natural phenomena, government measures, acts of terrorism, demonstrations, fires, explosions, floods, epidemics, pandemics, lock downs, factory blockages, telecommunication problems, internet unavailability, strikes or other labor disputes (whether or not such disputes involve the parties' employees), accidents, plant breakdowns, impediments or delays by carriers, impossibility or delay in obtaining supplies or appropriate and necessary equipment, seizures, sequestrations or other measures taken by or on the order of an apparently competent authority and all other acts.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE VISITOR HEREBY EXPRESSLY RELEASES THE ASSOCIATION FOR ANY RESPONSABILITY OR LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION, RESTITUTION, BREACH OF TRUST, BREACH OF FIDUCIARY DUTY OR OTHERWISE, FOR ANY CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS OR EXPENSES OF ANY KIND, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, COMPENSATORY, INCIDENTAL, ACTUAL, EXEMPLARY, PUNITIVE OR SPECIAL (INCLUDING DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS, INVESTMENT OPPORTUNITIES, DATA USE, GOODWILL OR OTHER INTANGIBLE LOSSES) REGARDLESS OF WHETHER THE ASSOCIATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LIABILITIES, LOSSES, COSTS OR EXPENSES, ARISING OUT OF OR IN CONNECTION WITH:

- A. THE WEBSITE AND THE USE OR OF ITS FUNCTIONALITIES;
- B. A BREACH OF THE REGULATORY FRAMEWORK APPLICABLE TO THE VISITOR'S SITUATION;
- C. ANY RELIANCE ON, OR DECISION MADE ON THE BASIS OF, INFORMATION, CONTENT OR MATERIAL PROVIDED ON THE WEBSITE;
- D. ANY ACTS, OMISSIONS, STATEMENTS OR REPRESENTATIONS OF ANY THIRD PARTY.
- E. THE FAILURE OF THE WEBSITE TO OPERATE IN A CONSISTENT MANNER, NOTABLY AS A RESULT OF A DOWNTIME, AND THE CORRELATED INABILITY FOR THE VISITOR TO USE ITS FUNCTIONALITIES.

12. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Visitor will indemnify, defend and hold harmless the Association and its respective past, present and future members, directors, contractors, consultants, suppliers, service providers, agents, representatives, predecessors, successors and assigns from and against all actual and threatened claims, lawsuits, demands, actions, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether claimed by the Company Personnel or third parties including governmental authorities, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise arising from or relating to:

- A. the Visitor's use of the Website and/or its content;
- B. the Visitor's responsibilities or obligations under these Terms;
- C. violation by the Visitor of these Terms; and
- D. any act or omission of the Visitor that is negligent, unlawful or constitutes willful misconduct.

The Association reserves the right to exercise sole control over the defense, at the sole expense of the Visitor, of any claim subject to indemnification under this Article. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Visitor and the Association.

13. SHUTDOWN

The Association reserves the right to shut-down the Website at its own discretion without any obligation to indemnify any Visitor to the maximum extent permitted by law.

The Association may notably proceed to a shutdown in the following cases:

- (i) Upon occurrence of any Force Majeure Event, and
- (ii) If any law, regulation, rule or decision of any self-regulatory organization, or ordinance, whether domestic or international, becomes effective which substantially alters the Association's ability to offer the Website hereunder.

14. PERSONAL DATA PROTECTION

The Association is collecting and processing Visitors' data in accordance and as set out in

- The Privacy Policy available at the following URL: <https://www.bonnard-lawson.com/privacy-policy/>
- The Cookie Policy available at the following URL: <https://www.bonnard-lawson.com/cookies>

15. SEVERABILITY AND MODIFICATION OF THE TERMS

These Terms can be amended from time to time and constitute the agreement between the Visitors and the Association concerning the Website and its Functionalities. The Visitor's continued use of the Website after any amendment shall constitute his/her/its consent to such changes.

The Visitor agrees that, where lawful, all modifications or changes to these Terms shall take effect and be enforceable immediately upon posting unless otherwise indicated and, subject to applicable laws, any updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and explicitly states that the prior version (or portions thereof) will remain in effect.

IF THE VISITOR DOES NOT WISH TO BE BOUND BY THE REVISED TERMS, HE/SHE/IT SHOULD CEASE USING THE WEBSITE. IT IS THE VISITOR'S RESPONSIBILITY TO REVIEW THE WEBSITE AND THESE TERMS ON A REGULAR BASIS.

If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

16. NO WAIVER

The Association failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

17. ASSIGNMENT

The Visitor may not assign any of his/her/its rights, licenses, or obligations under these Terms. Any attempt at assignment by the Visitor shall be void.

The Association may assign its rights, licenses, and obligations under these Terms without limitation.

18. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of Switzerland.

Any dispute regarding these Terms shall be subject to the exclusive jurisdiction of the Courts of the Canton of Lausanne, Switzerland.