

Legal Information and Terms of Service

Last Revised: 23. November 2017

Copyright and other intellectual property rights

This website operated by Karma.run AG (karma.run) contain texts, images, logos, diagrams, sounds, animations and videos that are the property of Karma.run AG or its associated companies and are protected by legal provisions governing copyright and/or other intellectual property rights. The commercial utilisation of the content of this website through any means of reproduction, distribution and modification is prohibited. Please note that any infringement of copyright or other intellectual property rights may result in civil action and/or criminal prosecution.

Non-solicitation clause

Information and statements published on this Karma.run AG website are not intended to represent an offer, or a solicitation of an offer, to buy or sell any products.

Links

Karma.run AG does not check third-party websites that are referred to in the form of links, and does not accept any responsibility or liability whatsoever for the accuracy, completeness and legality of the content of such websites.

Treatment of data

Karma.run AG undertakes to treat personal data with strict confidentiality, and not to pass on any personal data outside the Karma.run AG or place such data at the disposal of any third parties. However, messages and information such as comments, suggestions, ideas, recipes, etc., that a user may publish on the Karma.run AG website or send to said website by e-mail, shall not qualify as confidential material or the intellectual property of the user, and may therefore be used by Karma.run AG without restriction.

Anyone who enters information about themselves automatically permits Karma.run AG to store and use such information in accordance with the provisions of Swiss data protection law. Such information is of a personal nature, and if it is used for any purpose within the Karma.run AG it will of course be treated with strict confidentiality. Objections to the use of such information may be lodged with Karma.run AG at any time, and as a consequence the data concerned will be duly deleted.

Cookies

Visits to the Karma.run AG website result in the automatic storage of a small file ("cookie") on the visitor's computer. The main purpose of this tracking technology is to obtain precise statistics regarding visits to our website. The particular behaviour of each user is neither observed nor recorded.

The information that we receive and save in the course of a normal visit is used solely within the Karma.run AG for the purpose of optimising its website. It is not used for identification purposes except in the case of attacks that constitute criminal offences or that prevent or influence the functional capacity of our website or company.

Privacy

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States.

Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

Terms of Service

These Terms of Service (these "Terms") apply to the products and services (collectively, the "Service") provided by Karma.run AG ("karma.run," "we," "us" or "our"). As used in these Terms, the "Service" includes, without limitation, all Karma.run AG websites, products, softwares, database systems, services and platforms. By using the Service, accessing the Service or providing access to the Service, you agree and acknowledge that you have read all of the terms and conditions of these Terms, you understand all of the terms and conditions of these Terms, and you agree to be legally bound by all of the terms and conditions of these Terms. Karma.run AG reserves the right to change or modify any of the terms and conditions contained in these Terms (or any policy or guideline of Karma.run AG) at any time and in its sole discretion.

Suspension or Termination

Karma.run AG may, at its sole discretion, suspend or terminate your license to access or use the Service at any time and for any reason without notice. You must stop accessing or using the Service immediately if Karma.run AG suspends or terminates your license to access or use the Service. Karma.run AG reserves the right, but does not undertake any duty, to take appropriate legal action, including, without limitation, the pursuit of civil, criminal, or injunctive redress, against you for continuing to use the Service during any suspension or after termination. Karma.run AG may recover its reasonable attorneys' fees and court costs from you for such actions. These Terms will remain enforceable against you while your license to access or use the Service is suspended and after it is terminated. Except for the license granted to you to access and use the Service, all of the terms, conditions, and restrictions set forth in these Terms will survive the termination of these Terms.

DISCLAIMER

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. KARMA.RUN AG DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS, THE SERVICE (INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE VIA THE SERVICE AND THE KARMA MATERIALS), THIRD-PARTY INFRASTRUCTURE (AS DEFINED BELOW) AND THIRD-PARTY TRADEMARKS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, NON-INFRINGEMENT, AND CONDITION OF TITLE. USER ACKNOWLEDGES AND AGREES THAT USER HAS NOT RELIED ON REPRESENTATIONS OR WARRANTIES REGARDING THESE TERMS, THE SERVICE (INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE VIA THE SERVICE AND THE KARMA MATERIALS), THIRD-PARTY INFRASTRUCTURE (AS DEFINED BELOW), OR THIRD-PARTY TRADEMARKS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KARMA.RUN AG DOES NOT WARRANT, AND DISCLAIMS ALL LIABILITY FOR (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY, OR RELIABILITY OF THE SERVICE (INCLUDING ANY

INFORMATION OR CONTENT MADE AVAILABLE VIA THE SERVICE), OR THIRD-PARTY TRADEMARKS; (B) ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICE; (C) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT, ANY COMMUNICATIONS MAINTAINED BY THE SERVICE; AND (D) WHETHER THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

Indemnification

You agree, at your sole expense, to defend, indemnify and hold Karma.run AG (and its directors, officers, employees, consultants and agents) harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) for any death, injury, property damage caused by, arising out of, resulting from, attributable to or in any way incidental to your use of the Service or any actual or alleged breach of any of your obligations under these Terms (including, but not limited to, any actual or alleged breach of any of your representations or warranties as set forth in these Terms).

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KARMA.RUN AG WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICE (INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE VIA THE SERVICE AND KARMA MATERIALS), OR ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE (INCLUDING THIRD-PARTY INFRASTRUCTURE OR THIRD-PARTY TRADEMARKS), HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY), EVEN IF KARMA.RUN AG HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF KARMA.RUN AG ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICE (INCLUDING ANY INFORMATION OR CONTENT MADE AVAILABLE VIA THE SERVICE), OR ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE EXCEED ONE U.S. DOLLARS (USD \$1).

Third-Party Infrastructure

Notwithstanding any terms to the contrary in these Terms, you acknowledge and agree that Karma.run AG uses a third-party hosting infrastructure in connection with the Services ("Third-Party Infrastructure"), the provider(s) of the Third-Party Infrastructure disclaim and make no representation or warranty with respect to such Third-Party Infrastructure, and Karma.run AG assumes no liability for any claim that may arise with respect to such Third-Party Infrastructure.

Applicable law

This Legal Information and Terms of Service are governed by the relevant provisions of Swiss law and shall be interpreted in accordance therewith. Any disputes arising in association with the use of this website, products or services shall be exclusively settled in the relevant courts of law in Switzerland.