



# Disclaimer ASTALAVISTA.com

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# ONLINE SUBSCRIPTION AGREEMENT

## 1. Introduction

Welcome on ASTALAVISTA.com! We start every new subscriber relationship with a contract. The following contract spells out what you can expect from us, and what we expect from you. If you agree to what you read below, you should click "Yes" at the end of the contract to acknowledge that you have agreed. We intend this to be the legal equivalent of your signature on a written contract, and equally binding. Only by clicking "Yes" will you be able to access and use the services available on this Web Site.

## 2. Access and Services

Your access to the various services available on this system depends on the level of access you select. You may change or discontinue your account at any time. We reserve the right to modify, suspend or terminate access to the service on our system at any time for any reason without notice or refund, including the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our system.

## 3. Fees and Payment

We will charge you a standard monthly fee for using our system as well as additional fees depending on the type of service you have selected. You should review the complete and current price list before signing up for any services. You will be given the opportunity to pay by credit card or by paypal when you sign up. You can cancel your account at any time, but you will remain liable for all charges accrued up to that time, including full monthly charges for the month for which you discontinued service. We reserve the right to change our fees at any time for any reason, but, whenever possible, we will give you at least one month's advance notice of such change.

## 4. System Rules

You agree to be bound by certain rules which are important for the proper use of this service. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points in the system, may result in termination of your service. First, do not tell others your password or let your account be used by anyone except yourself. Second, do not attempt to log in more than once at the same time on any given account without specific permission of one of our operators. Third, while you should feel free to express yourself, you should respect other users of the system and not do anything to attack or injure others. Fourth, do not use our system to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.

## 5. Proprietary Rights

Your use of our system affords you access to many of the features of our system, but some aspects of our system remain within our exclusive proprietary control. We or our suppliers own the intellectual property rights to any and all protectable components of our system, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of our system, many of the individual features, and the collective works consisting of sequences of all public messages on our system. You may not reproduce any sequence of messages from our system, either electronically or in print, without our permission. In addition; you may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile or disassemble any aspect of the system which we or our suppliers own.

## **6. Limitation of Liability**

You must bear the risk of any liability relating to your use of our system. We would not be able to afford to operate this system if we were held accountable for every wrongful action by every Online subscriber. ACCORDINGLY, YOUR USE OF THE ONLINE SYSTEM IS ENTIRELY AT YOUR SOLE RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES YOU MAY INCUR IN CONNECTION WITH OUR SYSTEM, YOUR USE THEREOF OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SYSTEM, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS

## **7. Indemnity**

You shall defend and indemnify us and hold us harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), relating to any acts by you or materials or information transmitted by you in connection with our system, leading wholly or partially to claims against us or our system by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action.

## **8. DISCLAIMERS OF WARRANTY**

THE SYSTEM IS PROVIDED "AS IS" AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE.

## **9. Choice of Law**

You agree that this Agreement shall for all purposes be governed by and construed in accordance with the laws of SWITZERLAND, and that any action arising out of this Agreement shall be litigated and enforced under the laws of SWITZERLAND. In addition, you agree to submit to the jurisdiction of the courts of SWITZERLAND, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of SWITZERLAND.

# WEB SITE PRIVACY POLICY

We believe your business is no one else's. Your privacy is important to you...and to us. So we'll protect the information you share with us. To protect your privacy, ASTALAVISTA.com follows different principles in accordance with world-wide practices for customer privacy and data protection.

- We won't sell or give away your name, mail address, phone number, email address, credit card number or any other information to anyone.
- We'll use state-of-the-art security measures to protect your information from unauthorized users.

## 1. CONSENT

If you choose not to register or provide personal information, you can still use most of ASTALAVISTA.com. But you will not be able to access areas that require registration.

If you decide to register, you will be able to select the kinds of information you want to receive from us by subscribing to various services, like our electronic newsletters. If you do not want us to communicate with you about other offers regarding ASTALAVISTA.com products, programs, events, or services by e-mail, postal mail, or telephone, you may select the option stating that you do not wish to receive marketing messages from ASTALAVISTA.com.

## 2. ACCESS

We will provide you with the means to ensure that your personal information is correct and current. You may review and update this information at any time at the member area. There, you can:

- View and edit personal information you have already given us.
- Sign up for electronic newsletters about our services and products.
- Register. Once you register, you won't need to do it again. Wherever you go on ASTALAVISTA.com, your information stays with you.

## 3. SECURITY

ASTALAVISTA.com has taken strong measures to protect the security of your personal information and to ensure that your choices for its intended use are honored. We take strong precautions to protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

We guarantee your e-commerce transactions to be 100% safe and secure. When you place orders or access your personal account information, you're utilizing a secure server software SSL, which encrypts your personal information before it's sent over the Internet. SSL is one of the safest encryption technologies available.

Your personal information is never shared outside the company without your permission, except under conditions explained above. Inside the company, data is stored in password-controlled servers with limited access. Your information may be stored and processed in Switzerland or any other country where ASTALAVISTA.com, its subsidiaries, affiliates or agents are located.

You also have a significant role in protecting your information. No one can see or edit your personal information without knowing your user name and password, so do not share these with others.

#### **4. NOTICE TO PARENTS**

Parents or guardians: we want to help you guard your children's privacy. We encourage you to talk to your children about safe and responsible use of their Personal Information while using the Internet.

The ASTALAVISTA.com site does not publish content that is targeted to children.

If for some reason you believe ASTALAVISTA.com has not adhered to these principles, please notify us over our contact form, and we will do our best to determine and correct the problem promptly. Be certain the words Privacy Policy are chosen in the Subject line of drop down list.

#### **5. CUSTOMER PROFILES**

As mentioned above, every registered customer has a unique personal profile. Each profile is assigned a unique personal identification number, which helps us ensure that only you can access your profile.

#### **6. What we do with the information you share**

When you join us, you provide us with your contact information, including your name and email address. We use this information to send you updates about your order, questionnaires to measure your satisfaction with our service and announcements about new and exciting services that we offer. When you order from us, all payments will be processing over third parties (like paypal, credit institution). We will never see your credit card number or billing address.

ASTALAVISTA.com will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on ASTALAVISTA.com or the site; (b) protect and defend the rights or property of ASTALAVISTA.com and its family of Web sites, and, (c) act in urgent circumstances to protect the personal safety of users of ASTALAVISTA.com, its Web sites, or the public.

## **WEB SITE LEGAL NOTICE**

### **1. Links to Other Web sites**

As a convenience and to make the ASTALAVISTA.com Web site truly service oriented we have included links to complementary sites on the Internet. These sites are owned and operated by third parties. ASTALAVISTA.com makes no representation and is not responsible for the availability of, or content located on or through, these third party sites. A third party link from the ASTALAVISTA.com Web site is not an indication that ASTALAVISTA.com endorses the third party or its site, or has any affiliation with or between ASTALAVISTA.com and the third party hosting site.

# **Web Site SERVICE AGREEMENT/TERMS OF USE**

## **1. ACCEPTANCE OF TERMS**

The services that ASTALAVISTA.com provides to User is subject to the following Terms of Use ("TOU"). ASTALAVISTA.com reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

This Agreement, which incorporates by reference other provisions applicable to use of ASTALAVISTA.com, including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in ASTALAVISTA.com, sets forth the terms and conditions that apply to use of ASTALAVISTA.com by User. By using ASTALAVISTA.com (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use ASTALAVISTA.com is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.

ASTALAVISTA.com shall have the right at any time to change or discontinue any aspect or feature of ASTALAVISTA.com, including, but not limited to, content, hours of availability, and equipment needed for access or use.

## **2. Changed Terms**

ASTALAVISTA.com shall have the right at any time to change or modify the terms and conditions applicable to User's use of ASTALAVISTA.com, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on ASTALAVISTA.com, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of ASTALAVISTA.com by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

## **3. DESCRIPTION OF SERVICES**

Through its Web property, ASTALAVISTA.com provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU

#### 4. User Conduct

- A. User shall use ASTALAVISTA.com for lawful purposes only. User shall not post or transmit through ASTALAVISTA.com any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without ASTALAVISTA.com 's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in ASTALAVISTA.com 's discretion restricts or inhibits any other User from using or enjoying ASTALAVISTA.com will not be permitted. User shall not use ASTALAVISTA.com to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with ASTALAVISTA.com.
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The foregoing provisions of Section 5 are for the benefit of ASTALAVISTA.com, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## **5. MEMBER ACCOUNT, PASSWORD, AND SECURITY**

If any of the Services requires User to open an account, User must complete the registration process by providing ASTALAVISTA.com with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify ASTALAVISTA.com immediately of any unauthorized use of User's account or any other breach of security. ASTALAVISTA.com will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by ASTALAVISTA.com or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

## **6. Disclaimer of Warranty; Limitation of Liability**

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