

Lyoneess Website Terms of Use

These Terms of Use govern your use of the MyLyconet website owned and operated by Lyoneess Group AG. (“Lyoneess”) (the “Website”). Please read these Terms of Use carefully before using the Website.

A. Agreement to Terms

By using the Website, you agree to these Terms of Use. Please also review our Privacy Policy.. Each time you use the Website, you reaffirm your acceptance of the then-current Terms of Use. If you do not wish to be bound by these Terms of Use, your only remedy is to discontinue using the Website.

Lyoneess may change these Terms of Use at any time and in its sole discretion. The modified Terms of Use will be effective immediately upon posting and you agree to the new posted Terms of Use by continuing your use of the Website. You are responsible for staying informed of any changes. If you do not agree with the modified Terms of Use, your only remedy is to discontinue using the Website.

B. Activities Prohibited on the Websites

The following is a representative list of activities that are illegal or prohibited on the Website. Lyoneess reserves the right to investigate and take appropriate legal action against anyone who, in Lyoneess’s sole discretion, engages in any of the prohibited activities. Prohibited activities include, but are not limited to, the following:

- Using the Website for any purpose in violation of local, state, or federal laws or regulations;
- Posting anything to the Website that is infected with viruses, Trojan horses, or other malicious code;
- Impersonating another person or entity, or misrepresenting your affiliation with another person or entity;
- Harvesting or otherwise collecting information about others, including e-mail addresses, without their consent;
- Harassing, threatening, stalking, or abusing any person;
- Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Website, or which, in the sole discretion of Lyoneess, exposes Lyoneess or any of its customers, suppliers, or any other parties to any liability or detriment of any type; or
- Encouraging other people to engage in any prohibited activities as described herein.
- Lyoneess reserves the right, but is not obligated, to do any or all of the following:
- Investigate an allegation that anything posted on the Website does not conform to these Terms of Use and determine in its sole discretion to remove or request the removal of the content;
- Remove anything which is abusive, illegal, or disruptive, or that otherwise fails to conform with these Terms of Use; and

C. Electronic Communications

When you visit the Website or send e-mails to Lyoness or the Owner of this MyLyonet website, you are communicating electronically. You consent to receive communications electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

D. Hyperlinks

This Website may contain hyperlinks to third-party websites. Lyoness does not control or endorse these third-party websites or any goods or services offered for sale or available on those websites. Some of these websites may contain materials that are objectionable, unlawful, or inaccurate. You acknowledge and agree that Lyoness is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, goods, services, software, products, or other materials on or available from such websites. All such websites shall be subject to the policies and procedures of the owner of such websites.

E. Lyoness Trademarks and Copyrights

All trademarks, logos, and service marks displayed on the Website are registered and unregistered Trademarks of Lyoness and/or third parties who have authorized their use (collectively the "Trademarks"). You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify these Trademarks in any way. Your use of Lyoness's trademarks on any other website is strictly prohibited. All of the materials contained on the Website are copyrighted except where explicitly noted otherwise. Lyoness will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution. Lyoness neither warrants nor represents that your use of materials displayed on the Website will not infringe rights of third parties not owned by or affiliated with Lyoness. Use of any materials on the Website is at your own risk.

F. Changes to the Website

Lyoness may do any of the following at any time, with or without notice, and without any liability to you: (a) change, suspend, or terminate any pages, content, features, benefits, or services on the Website at any time; (b) impose limits on certain features and services or restrict your access to certain parts of the Website or the entire Website; and (c) terminate any authorizations, rights, and licenses granted herein.

H. Warranties

The Website is provided on an "as is" basis. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, LYONESS, DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. Lyoness does not guarantee or warrant that: (a) the Website will be reliable, accurate, complete, or updated on a timely basis; (b) the Website will be free human and machine errors, omissions, delays, interruptions or losses, including loss of data; (c) any files available for

downloading from the Website will be free of infection by viruses, worms, Trojan horses, or other codes that manifest contaminating or destructive properties; or (d) the functions or services performed on the Website will be uninterrupted or error-free or that defects in the Website will be corrected.

I. Limitation of Liability

LYONESS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH RESPECT TO YOUR USE OF THE WEBSITE IS TO DISCONTINUE YOUR USE OF THE WEBSITE. LYONESS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE WEBSITE. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN LYONESS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, LYONESS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

J. Indemnification

You agree to indemnify, defend, and hold Lyoness harmless from and against any and all claims, including but not limited to third party claims, damages, costs, and liabilities, including reasonable attorneys' fees arising out of, or in connection with, your violation of these Terms of Use.

K. Termination

Lyoness has the right to terminate your access to the Website for any reason, including, without limitation, if Lyoness, in its sole discretion, considers your use to be unacceptable, or in the event of any breach by you of these Terms of Use. Lyoness may, but shall be under no obligation to, provide you a warning prior to termination of your use of the Website.

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any provision in these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision.

We would be happy to answer any further questions on these Terms of Use at:

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