

General Conditions of Use (GCU)

CONDITIONS OF USE OF THE WEBSITE

The Internet site accessible at the URL <https://www.talaints.com> is the property of Growithy AG with a registered office at Tödistrasse 16 – 8002 Zürich which holds all the relative rights.

Use of the site is permitted to consult the information it contains, but its use for commercial purposes, or within the context of a business, is forbidden.

The term “Use” covers all operations performed by the User from the moment of access to the Site, including mere consultation, regardless of the access device (PC, tablet, or smartphone), the type of connection (private, third-party, public or WI-FI) and the connection location.

Use of the Site implies the User’s acceptance of these conditions without reservations. Growithy AG may modify the conditions over time, and Users are therefore advised to view them periodically; the relevant version is the one published on the site at the time of use.

OPERATION OF THE SITE

The Site enables the User to:

ConditionsIndexfind out about the articles and services offered by TalAints by Growithy AG

ConditionsIndexacquire contact details and information about the business of TalAints by Growithy AG

The list of functions is purely guideline and is not exhaustive.

CONDITIONS OF USE OF THE SITE

Use of the Site is only permitted to people who are legally of age and identifiable as natural persons, or children under eighteen years of age authorised by a parent or guardian. Access to some of the Site’s services may be conditional on creation of an Account, for which purpose the User may be asked to contribute information which allow him to be identified. TalAints by Growithy AG is obliged to collect and store personal data which allow the User to be identified and the User must contribute accurate, complete data with regard to his identity, and must conserve the credentials, treating them as strictly confidential. Regarding data processing, reference should be made to the privacy policy statement available on the site.

RULES OF CONDUCT

Users must not:

- commit unlawful acts
- extract or collect the personal data of the Site's users by any means
- extract, record or use data or contents without obtaining specific consent
- store, disseminate or publish any comment or content which is unlawful, harmful, injurious or discriminatory, which incites hatred, which is contrary to public morality, or which is damaging to the privacy or rights of others, especially the image, reputation and intellectual property rights of TalAints by Growithy AG
- engage directly or indirectly in propaganda of any kind or nature using material obtained from the site or with reference to it
- store, disseminate or publish any contents which may be directly or indirectly damaging to the rights of Growithy AG

INTELLECTUAL PROPERTY

TalAints by Growithy AG prepares the contents published on the site in full compliance with copyright law, to protect authors' rights and conform to the regulatory framework regarding intellectual property, designs and patterns, brands, domain names, patents, and know-how.

Growithy AG owns all the Contents of the Site and the relative rights, and users are not permitted to use the materials (texts or images) in any circumstances and for any reason.

RESPONSIBILITY

Users use and consult the Site entirely under their own responsibility. Growithy AG shall not be considered responsible for damage arising from access to or use of the Site and the information it contains.

Growithy AG reserves the right to temporarily suspend access to the Site for technical reasons relating to maintenance and updates, without any entitlement to claim compensation on the part of users.

Growithy AG shall not under any circumstances be considered responsible in the event of network malfunctions preventing the correct functioning or display of the Site, or which render previously published information unavailable; similarly, it shall not be held responsible for any event or condition relating to the user's systems which prevent him from making correct use of the published resources.

Growithy AG shall not under any circumstances be considered responsible in the event of the publication of incorrect or inaccurate information and undertakes to make the necessary corrections as soon as it becomes aware of any such events.

PERSONAL DATA PROTECTION

In accordance with the data protection legislation Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and with the Federal Act on Data Protection (FADP) of 19 June 1992, the data collected on the Site will be processed by Growithy AG. Users may exercise their rights regarding the processing of their data by sending a specific request to TalAints by Growithy AG - Tödistrasse 16 – 8002 Zürich - contact@talaints.com. Users may consult the personal data protection policy of TalAints by Growithy AG as published on the site.

INTEGRALITY

If one or more clauses of the general conditions of use are declared null and void further to the application of a law, a regulation or a definitive legal sentence or administrative ruling, the other clauses shall retain their validity.

APPLICABLE LAW AND COMPETENT LAW COURT

These General Conditions of Use are governed by Swiss law. Any dispute not settled out of court shall be subjected to the exclusive jurisdiction of the law court of Zürich.