

Updated: February 27th, 2019

GENERAL TERMS OF USE

The www.sunitech.eu website (the "Website"), published by Sun-I-Tech, is strictly for professional use only.

The Website provides information concerning the products and services proposed by Sun-I-Tech in addition to unrestricted access to downloads of certain software applications distributed by the company Sun-I-Tech and the possibility to purchase certain remote services performed by Sun-I-Tech.

The purpose of the present General Terms of Use is to define the terms and conditions for using this Website. They alone will apply and will take precedence over any other document. No tolerance on the part of Sun-I-Tech may be interpreted as a waiver of any right or entitlement.

The present General Terms of Use will apply to all users of, and all visitors to the Website (the "User") whether or not they have set up an account.

1 WEBSITE ACCESS

The Website is accessible via the Internet 24 hours a day, 7 days a week except in cases of force majeure, poor usage conditions of the Website, events outside the control of Sun-I-Tech and/or the hosting provider for the Website, including among others problems with the User's internet service provider and/or saturation of the Internet, breakdowns or maintenance work made necessary to guarantee the satisfactory operation of the Website.

The User hereby acknowledges and accepts the characteristics and limitations regarding the transmission of information via the Internet in addition to the costs inherent to connecting to this network.

Sun-I-Tech cannot guarantee that the Website will operate without interruption or without error.

Among other things, it is the responsibility of the User to ensure that the technical characteristics of the hardware, software and Internet access he uses enable him to access the Website under satisfactory conditions. The User is required to take all appropriate measures to ensure that he is protected from potential viruses.

2 DATA AND PRODUCT DESCRIPTIONS

On the Website, Sun-I-Tech presents its products and services in compliance with the applicable rules. However, the photographs and other commercial descriptions have no contractual value.

Sun-I-Tech makes every effort to ensure as far as possible the accuracy and updating of the data shown on the Website . However, Sun-I-Tech cannot guarantee that this data is always up to date, appropriate, reliable, relevant, exact or exhaustive.

In all circumstances, the User expressly recognizes that Sun-I-Tech may not be considered liable in the event of any direct or consequential losses or damage resulting from an inaccuracy, indexing error, publication delay or lack of exhaustiveness, etc., concerning the data shown on the Website.

The User is solely liable for the choice, use and interpretation of the data he consults.

3 HYPERTEXT LINKS

Sun-I-Tech declines all liability concerning the content of websites of which it is not the publisher and which are accessible via hypertext links. The existence of a hypertext link between the Website and a third party website in no way signifies that Sun-I-Tech approves of the content of that web site or that use can or should be made if it.

Users may not link to the Website by means of a hypertext link without Sun-I-Tech's prior written consent.

4 ACCOUNT/PERSONAL AREA

Any User wishing to place an order for services on the Website must create a personal account. Similarly, activation of licenses for certain Sun-I-Tech Software downloadable from the Website (or from third party websites) requires the creation of a personal account.

By opening an account, the User declares among other things that he possesses the legal capacity and the powers and/or authorizations required to validly place orders and to enter into the related obligations. In particular, he confirms that he possesses all of the authorizations and powers necessary to commit the legal entity (company, etc.) he represents.

The account is strictly personal, individual and non-transferable.

When opening an account, the User must supply the information requested by the Website by completing the registration form, including in particular his last names, first names, address, name of the entity (company or other) he represents and a valid e-mail address.

Access to a summary of the information used to open the account makes it possible to view and if necessary rectify the information entered before finally confirming the account.

The User will receive an e-mail confirming the opening of the account, containing his username and password enabling him to access his personal area at the address shown on the form.

The User's personal area includes a summary of the most recent orders placed in addition to the information supplied by the User. At any time, the User may modify this information by logging in to his personal area.

The account will remain active for a period of five years following the last login.

The access code and password supplied to the User are personal, confidential and non-transferable.

The use of the combination of the access code and password attributed to the User is entirely the latter's responsibility and liability.

Sun-I-Tech reserves the right to delete the account of a User in the event that the latter fails to comply with one of the clauses of the present General Terms of Use, without prejudice to any other supplementary damages it may wish to pursue as reparation for the losses suffered by Sun-I-Tech. In such a case, Sun-I-Tech will inform the User concerned by e-mail.

5 USE OF THE ONLINE SERVICES

Sun-I-Tech proposes an online service for generating dynamic HTML pages (the "Service" or the "Services") subject to the purchasing of credits, related to the licenses it proposes for the Alias Screen Designer plug-in making it possible to design the pages.

5.1 Obtaining Credits.

The User may purchase Credits on the Sun-I-Tech Website at the prices and pursuant to the conditions applicable on the website at the time of acquisition, by means of a credit card or payment card. Unless expressly agreed otherwise, the prices are expressed in euros (EUR) and are ex tax, which is at the cost of the purchaser. The User hereby certifies that he is the owner of the account or that he has the authorization to use the credit card, that the invoicing information supplied is accurate and that he authorizes Sun-I-Tech to debit the credit or payment card for the total cost of the purchase, including sales taxes or similar taxes. The order will only be confirmed and the credits made available to the purchaser once the bank transaction has been confirmed.

The ordering process is described on the Website www.sunitech.eu. The User acknowledges and accepts that the information exchanged between the parties, including by e-mail, has the same evidential value between the parties as paper documents.

In all circumstances, access to online ordering is subject to the prior creation of an account and to the acceptance of the General Terms of Use of the Sun-I-Tech Website.

5.2 Spending Credits

Whenever a User who has produced work using the Alias Screen Designer Plug-in Software wishes to have it converted into dynamic HTML pages, the Software enables him to submit his request online by communication with the Sun-I-Tech servers, which will verify the credits available in the User's account.

Subject to sufficient credit remaining, the Sun-I-Tech servers will return the requested files to the user by means of an automated online transaction and will deduct the required number of credits from the User's account.

5.3 Limitations

Purchases of Credits are non-refundable, will expire automatically and will have no further value after a period of 365 days following the purchase date.

The Credits may not be resold or exchanged. All Credits will expire upon termination or expiry of the Alias Screen Designer Plug-in licensing agreement.

6 USE OF FREE PRODUCTS

Sun-I-tech proposes free downloads of licenses for its Alias Screen Designer for Eclipse product to which the General Licensing Terms will apply (<http://www.sunitech.eu/pdf/GLC.pdf>). Sun-I-Tech will under no circumstances be considered liable for this free-to-use product. The User of the free product (the Licensee) may never claim damages or compensation in the event of malfunction of the free product, regardless of the consequences of such malfunctions.

7 INTELLECTUAL PROPERTY

The texts, comments, works, illustrations, images, music and videos featured on the Website in addition to all services and products proposed on the Website are protected by intellectual property rights and by authors' and performers' rights, worldwide.

In consequence of the above:

- Access to the Website will result in no transfer of intellectual property rights to the User;
- The Website content may under no circumstances, even partially, be the subject of a loan, exchange or disposal, or of a total or partial extraction of data and transfer to another medium.

Any use other than that provided for in the present General Terms of Use is subject to Sun-I-Tech's prior written consent.

The Terms of Use for the software available for free download on the Website are those shown in the Sun-I-Tech general licensing conditions.

8 PERSONAL DATA

The information gathered by the Website undergoes computerized processing intended to process the Users' requests (for example, account creations, orders for credits, etc.). The recipient of the data is the company Sun i-Tech.

Sun i-Tech is responsible for the processing of your personal data and as such agrees to comply with the provisions of Luxembourgish law, which applies to it, and more particularly the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 that will enter into force in May 25th 2018.

You have a right to access and rectify the information concerning you, which you may exercise by writing to DPO@sunitech.eu mentioning "PERSONAL DATA" in the subject line.

You may also oppose the processing of data concerning you, on legitimate grounds.

All data supplied by the User at the time the account is created is accessible and modifiable at any time by the User, by logging into the "Personal area" ("Espace personnel")_ of the Website.

9 COOKIES

Browsing the Website may result in the installation of cookies on the User's computer. A cookie is a small data file which does not make it possible to identify the User but which records information concerning the browsing undertaken by a computer on a website.

The information collected via the cookies is processed by various analytical tools and may be used to determine the User's geographical location (via the IP address) or to collect basic information regarding the computer from which the User connects to the Website. Geolocation makes it possible to propose products and services specific to a particular country or region and to identify the currency in the event of a purchase. Under no circumstances will cookies contain confidential information although they make it possible to save the pages which the User has visited.

Cookies also make it possible to store a record of the items in the shopping cart in addition to profile registration information. These cookies make it possible to identify your preferences, such as for example the choice of language of the website for future visits.

In addition to the above, Sun i-Tech uses Google Analytics, a free Internet audience analysis tool from Google which is chiefly used to help website publishers understand the way their visitors interact with their website. This makes it possible to collect anonymous information and to create reports on surfing trends for the website without identifying individual users.

The User is also informed that most web browsers allow you to block the recording of cookies, to receive a warning message before a cookie is copied or to delete cookies from your hard drive. For further information about these features, the User should refer to the instructions for his particular browser.

However, if the User blocks the installation of cookies or deletes them, use of the Website may be diminished or even impossible.

The cookies expire after 30 to 60 days.

10 FORCE MAJEURE

Sun-I-Tech may not be held liable in the event that cases of force majeure and/or acts of God prevent it from fulfilling its obligations normally.

The parties expressly agree that the following events will be considered as force majeure even if they do not have the legal characteristics of force majeure or acts of God: fire, explosion or water damage occurring on Sun-I-Tech's or the User's premises, any stoppage of work at Sun-I-Tech or its suppliers, lockout, flood, epidemic, war, requisition, strike, hurricane, tornado, earthquake, revolution, legal moratorium, act of government, the theft of all or part of the hardware or material, frost, lack of raw materials, tooling accidents, scrapping of parts in the process of being manufactured, lack of fuel or electrical energy, interruption or delay in transport, post or telecommunications, inability or difficulty of import or export, temporary non-availability or shutdown of machines or tooling necessary to the fulfillment of orders, or impediment resulting from measures taken by the authorities concerning importation, exchange rates or economic regulation.

11 MODIFICATIONS TO THE GENERAL TERMS OF USE

The present General Terms of Use may be consulted online, on the Website. They may be modified with no formalities other than the publication online of a new modified version, only this new version being applicable. The User should regularly review the conditions. By continuing to use the services or to access these after the application date of the modifications, the User agrees to be bound by the modified conditions.

12 INFORMATION – COMPLAINTS

Any enquiry concerning the application of the present General Terms of Use, any request for information or any complaints concerning the operation of the Website should be sent to Sun-I-Tech at the following addresses:

- by e-mail, to the following address: contact@sunitech.eu
- by post, to the following address: Sun i-Tech, 59, rue Glesener, L-1631 Luxembourg

13 TRANSLATION

These General Terms of Use are available in an English version. Despite this however, only the French version will be used for their interpretation.

14 APPLICABLE LAW

The present General Terms of Use will be governed by Luxembourgish law, notwithstanding any rule concerning conflicts of laws which may apply.

ANY DISPUTES CONCERNING THE PERFORMANCE, TERMINATION OR INTERPRETATION OF THE PRESENT CONDITIONS OR ADDITIONS THERETO MUST BE HEARD BY THE RELEVANT COURTS OF THE CITY OF LUXEMBOURG, NOTWITHSTANDING THE EXISTENCE OF MULTIPLE DEFENDANTS, THE INTRODUCTION OF THIRD PARTIES OR SUMMARY PROCEEDINGS.

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