

TERMS AND CONDITIONS OF USING THE INTERNET PORTAL

irixlens.com

INCLUDING THE ELECTRONICALLY SUPPLIED SERVICES

TH Swiss AG Rathausstrasse 14 - Postfach 1557 CH - 6341 Baar Switzerland hereby publishes below the terms and conditions of using the internet portal irixlens.com including the electronically supplied services:

I. Definitions.

Definitions of the expressions used in the terms and conditions in question:

“The terms and conditions” – means this document establishing the rules and technical conditions as well as the legal basis for the use of the Website.

“The Website” – means the organized IT and information platform connected to the Internet created by TH Swiss AG, enabling the Users to use the IT mechanisms and information prepared by TH Swiss AG, as well as the global resources of the Internet shared on <https://irixlens.com/> webpage for e.g. marketing purposes.

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“User” – any entity using the webpage in any way.

“Personally Identifiable Information” – means any data associated to an identified or an identifiable person.

“Electronically Supplied Services” – services supplied electronically by TH Swiss AG

“Information services” – information associated with marketing activities, promotions, competitions, loyalty programs, news, events, or products as well as services available in TH Swiss AG, provided for an individual request of a User by displaying the webpage of a specific URL address.

“Cookies” – information saved by the TH Swiss AG website on the User’s computer, which can be retrieved by our server at each connection of that computer to our website. Cookies are used by TH Swiss AG in order to suit the contents and services available at the website to the individual needs and interests of individual Users. Cookies provide statistical data about the Users’ movements and exploitations of particular webpages of TH Swiss AG website. The User may disable Cookies at any given time using his browser’s settings; however, it might render the use of website difficult or impossible in some measure. At the same time, TH Swiss AG declares that it is not responsible in the broadest legal sense for using Cookies on different websites available for the Users by the links shared on the TH Swiss AG website.

“Personal Data Controller” – means the legal entity, body, institution, organizational unit or a person indicated, which are decision-making in terms of purposes and means of processing personal-ly identifiable information. The Personal Data Controller for the Users is TH Swiss AG

“Newsletter” – means commercial information shared by TH Swiss AG purposed directly or indirectly to promote products, services, or the image of TH Swiss AG or other legal subjects cooperating with the company send to the e-mail indicated by the User. Considering that Newsletter includes commercial information it is sent exclusively to the Users who had declared the will to receive it by entering their e-mail address in the form shared by the website.

II. Introduction

The terms and conditions regulate the usage of the webpage, rights and responsibilities of the Users, and rights, responsibilities, and the scope of liability of TH Swiss AG as the entity controlling and moderating the website.

The following terms and conditions are an integral part of electronically supplied services agreements made between TH Swiss AG and the Users.

Until the provisions of the terms and conditions do not explicitly say otherwise, the exclusive rights to the content shared on the webpage and particularly the copyrights, the signs and trademarks of TH Swiss AG, any word or graphical elements of the website, and other intellectual property rights are legally protected and are accrued to TH Swiss AG or legal subjects appropriately contracted with TH Swiss AG

The Users may access the terms and conditions at the address: <https://irixlens.com/> at any given time and without any costs.

One condition of the proper website display and using the electronically supplied services at the webpage is to meet the following requirements by the hardware and software installed on the User's computer:

The computer operating system of minimum Windows 7, MAC OS X, or Android 4.0.

The internet connection with a speed of at least 1024 kb/s for downloading and 512 kb/s for uploading information.

Alternatively, the installation of Internet Explorer 9, Google Chrome 17, Mozilla Firefox 8.0, Opera 11, Safari 7 or newer browsers.

Enabled Cookies and Java Script.

TH Swiss AG does not hold responsibility for the actions of any destructive software (e.g. viruses) in the IT infrastructure of the User's computer.

III. The terms and conditions of entering into agreements for electronically supplied services.

The agreement for electronically supplied services is concluded at the moment at which the User enters the webpage address of <https://irixlens.com/> in the browser.

The agreement is terminated at the moment at which the User leaves the webpage.

TH Swiss AG commits to provide the highest possible quality of the services it offers, although it is not responsible for breaks and interruptions caused by force majeure or an unauthorized activity of a third party.

IV. The use of the webpage's services

TH Swiss AG is the owner of <https://irixlens.com/> webpage and offers the following services by the proxy of it:

Providing online access to the entirety of the webpage resources.

Providing online access to Newsletter.

The webpage of TH Swiss AG is available to the User for 24 h per day, for 7 days per week.

TH Swiss AG commits to an uninterrupted provision of the service, however, it does not hold responsibility for the unavailability of the service caused by reasons beyond its control and reserves the right to short technical breaks in the website's functioning in the event of a planned ongoing maintenance service or conservation of the <https://irixlens.com/> website software.

TH Swiss AG reserves the right to a temporal suspension of the website for a valid reason with no earlier notice given to the User.

TH Swiss AG commits not to send illegal content.

V. Newsletter

TH Swiss AG offers a Newsletter service according to the rules described in these regulations.

Before enabling the Newsletter service, the User is obliged to learn the contents of these terms and conditions.

The User enables the Newsletter service by entering their e-mail address in the online form and agreeing as described below.

The User who subscribes to the Newsletter agrees to receive commercial information on an e-mail address indicated by them from TH Swiss AG.

Commercial information sent to the User is going to concern only TH Swiss AG

The subscribed Newsletter is sent only to the address indicated by the User. TH Swiss AG commits not to share the e-mail address of the User to any third parties.

The User has the right to resign from the Newsletter service at any given time. The subscription may be cancelled by the proper notion sent to info@irixlens.com

The deletion of the User's account from the address base occurs within the 7 day period starting from the day in which TH Swiss AG received the application and may be signalled by a message confirming the operation.

The User is obliged to use the website in the manner compliant with applicable law, the principles of social co-existence, public morals, and intellectual property law.

TH Swiss AG reserves the right to cancel the account the User of which breached or broke these terms and conditions, the law of the Swiss Confederation, or undertakes the activities interfering in undisturbed use of the service by other users or delivers the illegal contents.

VI. Complaints

The User has the right to issue a complaint in connection to using the website and its services.

The complaint may be submitted electronically to an appropriate query and complaint address on <https://irixlens.com/>. The complaint may be also submitted in a written form on the address: TH Swiss AG Rathausstrasse 14 - Postfach 1557 CH - 6341 Baar Switzerland. The complaint shall include at least the following elements:

Name and surname of the User.

The User's physical and electronic mail address.

The exact description of the complaint's subject.

The justification for the complaint.

The complaints shall be assessed within the 14 days from when they are received. In special cases, the complaints may be assessed within the maximum of 30 working days.

The User shall be informed of the position taken by the TH Swiss AG in connection to their complaint by the means of written or electronic mail.

In the event of rejection of the complaint, the User may claim their rights under the general terms and conditions.

VII. Personal data protection

TH Swiss AG respects the right of every User to privacy and protection of their personal data.

In the event of using some kinds of products or services offered by the website the User may be required to provide certain personal data, particularly when they participate in all kinds of loyalty programs, promotional activities, competitions, and surveys.

TH Swiss AG processes the personal data for marketing purposes of the Personal Data Controller. The personal data may also be processed for the purposes of a complaint or statistics.

The User has the right to access the processed data at any given time as well as to actualize them and demand their deletion. The personal data are provided deliberately.

TH Swiss AG has the right to share the personal data only with the authorized entities in accordance to the applicable legal regulation.

TH Swiss AG assures that it shall strive to guarantee a full protection of all the received data, including the personal data, as to make their services fully secure to the User.

VIII. The final provisions

These terms and conditions are available to each and every User at <https://irixlens.com/>.

TH Swiss AG has the right to independently decide in matters of the website contents, to its appropriate corrections, and to stop providing the services without informing the User of receiving their permission beforehand.

The musical compositions available at the website are protected under the general terms and conditions.

TH Swiss AG reserves the right to independently decide on changing these terms and conditions. The changes shall be immediately published in a consolidated version at the website and are valid with the day of their publication there.

The updated terms and conditions are published at the website and it may be delivered to the User's e-mail on demand with no further costs.

In all the cases not regulated in these terms and conditions, general regulations (the Act on Rendering Electric Services, Copyright and Related Rights Act as well as the Civil Code) shall apply.