



# Ecolutia Services Privacy Policy

## Privacy Policy

Ecolutia Services is dedicated to protecting your privacy and providing you with the highest level of service. We want you to feel secure when visiting our site. Thus, we want you to understand how we gather and use information at Ecolutia Services, the choices you have, and how we protect that information in everything we do. The following section describes the Internet-specific practices governing Ecolutia.com and its uses by visitors including clients, and supplements our corporate privacy statement.

### 1. What Information Do We Gather?

The only individualized information that Ecolutia Services obtains about you through our web site information you voluntarily supply. Ecolutia Services obtains non-individualized, generic information about your visit to our web through the use of cookies. Cookies are small pieces of data which are sent by a web site to your web browser and are stored on your computer. Data derived from the cookies is aggregated and used on our web site and to gauge and improve the Web Sites' effectiveness. The data is not used for individual identification. And Ecolutia Services in no way relates your personal information to these pattern static's.

### 2. Do You Have To Accept Cookies?

If you are concerned about the use of cookies, you may disallow cookies by making the appropriate selection from your browser options to inform you when cookies are set or to prevent cookies from being set. You should understand, however, that cookies are required to login and navigate within the Online Services area. Therefore, if you set your browser options to disallow cookies, you may limit the functionality we can provide when you visit our site. Outside of the limitations in the service area, you will be able to have full access to other areas of our Web Site if you choose to refuse or disable cookies.

### 3. How Do We Use This Information?

We analyze it to determine what is most effective about our site, to help us identify ways to improve it, and eventually, to determine how we can tailor Ecolutia.com to make it more effective and improve your user experience. We may also use date for other purposes, which we would describe to you at the point we collect the information. We do not market to or solicit you unless you request it or otherwise give us permission, nor do we share any of this type of contact information with any outside organizations for purposes other than Ecolutia Services's business.

We use user contact information from our registration form to send the user information about our company and material from some of our partners. This includes e-newsletters and other mailings related to our information and services. The registered user's contact information is also used to contact him/her when necessary.

### 4. Will We Share This With Outside Parties?

We do not sell the information or share the information with third parties. We share the information with our consultants and partners.



## **5. Children's On-Line Privacy Protection**

Ecolutia Services understands the importance of protecting children's privacy, especially in an on-line environment. The Site is not intentionally designed for or directed at children 13 years of age or younger, and Ecolutia Services will not intentionally collect or maintain information about anyone under the age of 13.

## **6. Linking To Other Web Sites**

Links to third-party sites are provided for your convenience. Such sites are not within our control and may not follow the same privacy, security, or accessibility standards as ours. Ecolutia Services neither endorses nor guarantees offerings of the third party providers, nor is Ecolutia Services responsible for the security, content or availability of the third-party sites, their partners, or advertisers. We encourage you to review the privacy policies of third parties before providing information on their sites.

## **7. How Can I Access, Change, And/Or Delete Information?**

You may access, correct, update, and/or delete any personally-identifiable information that you submit to the Site. You may also unsubscribe from mailing lists or any registrations on the Site. To do so, please either follow instructions on the page of the Site on which you have provided such information or subscribed or registered or contact us at Marketing Department, Ecolutia Services Rietwiesstrasse 39, 8737 Gommiswald, Switzerland.

## **8. What About Security?**

Protecting your personal information online is vital. Ecolutia Services has implemented generally accepted standards of technology and operational security in order to protect personally-identifiable information from loss, misuse, alteration, or destruction. Ecolutia Services has authorized select personnel to access your information, and these employees are required to treat this information as confidential. Despite these precautions, Ecolutia Services cannot guarantee that unauthorized persons will not obtain access to your personally-identifiable information. You should understand that the open nature of the Internet is such that data may flow over networks without security measures and may be accessed and used by people other than those for whom the data is intended.

## **9. Discontinuing Emails, Direct Mail And/Or Canceling Subscriptions Or Memberships**

No problem. You may direct us not to contact you for marketing purposes by telephone, direct mail or email. You may also follow the opt-out instructions included in such email newsletters and promotions. Or for your convenience click on: <http://ecolutia.com/unsubscribe>.

## **10. How Are Notifications To Changes To This Privacy Statement?**

Ecolutia Services is continually improving and adding new functionality and features to this Site. These ongoing improvements, changes in the law or changes in technology may require changes to this Privacy Statement. Ecolutia Services reserves the right to update or modify this Privacy Statement at any time without prior notice. Your use of this Site following any such change constitutes your agreement that personal information collected from or about you through this Site after the revised Privacy Statement is posted will be subject to the terms of the revised Privacy Statement. Please review this Privacy Statement regularly. For your convenience, whenever this Privacy Statement is changed, we will alert you by posting a notice on this site for thirty days. This Privacy Statement was last revised on April 29, 2010.



## **Ecolutia Services Legal Notice**

### **Your Term of Use On Ecolutia.Com**

Ecolutia Services AG and its affiliates ("Ecolutia Services Ltd.", "Ecolutia Services Pte. Ltd.," "Ecolutia Services Co., Ltd" or "We") provide its content on the Web Site (the "Site") subject to the following terms and conditions (the "Terms"). Ecolutia Services reserve the right to periodically change the Terms, so please check back from time to time. Use of the Web Site following any such changes shall constitute acceptance of such changes. These Terms were last updated on April 29, 2010. By accessing and using the Site, you agree to these Terms. For an explanation of Ecolutia Services's practices and policies related to the collection, use, and storage of our users' information, please read our Privacy Policy. By accessing this web site, you agree to the following terms and conditions, which govern this Web Site.

### **1. Copyrights**

Unless otherwise indicated, this web Site and its contents, including but not limited to all of the codes, text, logos, icons and images, graphics, bottom images, and the site design and "look and feel" are the exclusive property of Ecolutia Services or its licensors and are protected by U.K. and international copyright laws. All rights not expressly granted are reserved.

### **2. Trademarks**

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### **3. Use of Site Content**

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### **4. Site Content**

The materials on this web site are provided "As Is" and are without warranty of any kind. Ecolutia Services disclaims all warranties, or implied, including without limitation, the implied warranties non-infringement, merchantability and fitness for a particular purpose, with respect to this Web site and the material on this purpose, with respect to this web Site and The material on the Site. Ecolutia Services also makes no representations Warranties as to whether the information accessible on this web site is accurate, complete or current.



## **5. Third-Party Web Sites**

We may provide links to third-party Web sites, and some of the content appearing to be on this Site is in fact supplied by third parties, for example, in instances of framing of third-party Web sites or incorporation through framesets of content supplied by third-party servers. Ecolutia Services has no responsibility for these third-party Web sites, which are governed by the Terms of Use and privacy policies, if any, of the applicable third-party content providers.

## **6. User Postings**

You acknowledge and agree that Ecolutia Services shall own and have the unrestricted right to use, publish, and otherwise exploit any and all information that you post or otherwise publish on the Site in postings, survey responses, and otherwise, and you hereby waive any claims against Ecolutia Services for any alleged or actual infringements of any rights of privacy or publicity, moral rights, or rights of attribution in connection with Ecolutia Services's use and publication of such submissions. You covenant that you shall not post or otherwise publish on the Site any materials that (a) are threatening, libelous, defamatory, or obscene; (b) would constitute, or that encourage conduct that would constitute, a criminal offense, give rise to civil liability, or otherwise violate law; (c) infringe the intellectual property, privacy, or other rights of any third parties; (d) contain a computer virus or other destructive element; (e) contain advertising; or (f) constitute or contain false or misleading statements. Ecolutia Services does not and cannot review all information posted to the Site by users and is not responsible for such information. However, Ecolutia Services reserves the right to refuse to post and the right to remove any information, in whole or in part, for any reason or for no reason.

## **7. Indemnification**

Client agrees to indemnify and hold harmless the Company, its corporate affiliates, and their respective directors, employees, and agents and their respective successors and assigns against all claims, losses, liabilities, damages, and expenses including attorney's fees and costs of litigation which may be brought against or suffered or incurred by Company, its affiliates, or its directors, officers, and employees, arising from any error, mistake or misprint in regard to any items, matters or contents on any Deliverables of the Company duly approved and accepted by Client whereby such items, matters and contents become its complete responsibility.

## **8. Notices of Infringement and Take-down by Ecolutia Services**

Ecolutia Services prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to Ecolutia Services at the address shown below, giving a written statement that contains: (a) identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. Ecolutia Services will remove any posted submission that infringes the copyright or other intellectual property right of any



person under U.K. law upon receipt of such a statement. U.K. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions. Ecolutia Services's contact for submission of notices under this Section 5 is: Marketing Department, Ecolutia Services, Rietwiesstrasse 39, 8737 Gommiswald, Switzerland.

## **9. Disclaimers**

THE CONTENT AND FUNCTIONALITY ON THE SITE IS PROVIDED WITH THE UNDERSTANDING THAT ECOLUTIA SERVICES IS NOT HEREIN ENGAGED IN RENDERING PROFESSIONAL ADVICE AND SERVICES TO YOU. ALL CONTENT AND FUNCTIONALITY ON THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ECOLUTIA SERVICES AND ITS THIRD-PARTY CONTENT PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OWNERSHIP, ACCURACY, OR ADEQUACY OF THE SITE CONTENT. ECOLUTIA SERVICES SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY INFORMATION PUBLISHED ON LINKED WEB SITES, CONTAINED IN ANY USER SUBMISSIONS PUBLISHED ON THE SITE, OR PROVIDED BY THIRD PARTIES. NEITHER ECOLUTIA SERVICES NOR ITS THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOST REVENUES OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

## **10. Governing Law; Jurisdiction**

These Terms are governed by the laws of the United Kingdom without reference to the principles of conflicts of laws thereof.