

## TERMS AND CONDITIONS

The following terms and conditions govern Your access to and use of our <https://whooshi.me/> website of apply to all visitors or users of this website. These Terms and Conditions, [Privacy Policy](#) and [Cookie Policy](#) constitute the entire agreement between You and Infomir SA with respect to Your use of this website. By accessing and/or using this website, You acknowledge that You have read and understand these Terms and Conditions carefully, and that You accept and agree to be bound by these Terms and Conditions. If You do not agree to these Terms and Conditions, please do not access or use this website.

### ABOUT US

This website is operated by Infomir SA (hereinafter also referred to as "we", "us", "our"), organized under the laws of Switzerland, with registered office at rue du Vuache 1, 1201 Geneva, Switzerland. We use this website to promote and provide information on our WHOOSHI products.

### RULES OF CONDUCT

While accessing or using this website, You warrant and agree that You shall not:

- use our website or its content in any way that is unlawful or damaging to Infomir SA, our affiliated companies or any other third parties and persons;
- provide false or inaccurate information;
- violate any law, rule or regulation;
- violate the security of our website, or obtain or attempt to gain unauthorized access to the website, its content, computer systems or networks connected to any server associated with the website or its content;
- interrupt, compromise, or otherwise interfere with our Sites, or attempt to perform such acts;
- use, upload, post, publish, transmit, distribute, reproduce, or in any way exploit any part of this website or any its content for any commercial or promotional purposes;
- use our website in any way that may lead to the encouragement, procurement, or carrying out of any criminal activity;
- use our website for any purpose other than your personal use

### PRODUCT PHOTOGRAPHY

We have made our efforts to display as accurately, as possible the colors of product proposed on our website. However, the actual colors You see will depend on the settings of Your screen. That's why, product images shown on this website are for reference purposes only and may not reflect the true size, shape or color of the product.

### PRIVACY

Please learn our [Privacy Policy](#) and [Cookie Policy](#), incorporated into these Terms and Conditions, for information about the collection and use of personal data from this website.

## LIMITATION OF LIABILITY

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Third party application stores are operated by the relevant third party providers and/or their affiliates. You must comply with all applicable terms of service, rules and policies applying to any third party application store from which You download our mobile application. We are not responsible for these stores or (with the exception of our mobile application) for anything provided by them and do not guarantee that they will be continuously available.

## LINKING

From time to time, links may be established from our website to one or more external websites or resources operated by third parties. These links are provided for Your convenience only. In addition, certain third party websites also may provide links to our website. None of such links should be deemed to imply that Infomir SA endorses the third party websites or any content therein. We expressly state that we have no influence whatsoever over the content of any linked website, as well as do not control and are not responsible for any third party websites or any content, advertising, products, or other materials on or available through such third party websites. Access to any third party website is at Your own risk. Responsibility for information and services of linked websites rests entirely with the relevant third parties.

## SEVERABILITY

If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, such provision shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

## AMENDMENTS

We may at any time revise these Terms and Conditions. All revisions to these Terms and Conditions are effective immediately when we post them and apply to use of the Website thereafter. The latest updated date at the end of these Terms and Conditions will indicate when the latest amendments were made. To the fullest extent permitted under applicable law, Your continued use of this Website constitutes your agreement to any amendments.

## GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by, construed, and enforced in accordance with the laws of Switzerland. The courts of Geneva in Switzerland shall have exclusive jurisdiction over all claims or disputes arising out of or in connection with the Site and its use.

## CONTACT US

If You have any questions concerning this website or any of the policies set forth in these Terms and Conditions, please contact us at [info@whooshi.me](mailto:info@whooshi.me).

Effective date 09.08.2018