

# TERMS AND CONDITIONS

## OVERVIEW

This website is operated by Grit International GmbH. Throughout the site, the terms “we”, “us”, “our” and “Company” refer to Grit International GmbH. Grit International GmbH offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms and Conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features or tools which are added to the current store shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/ or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for

general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## SECTION 5 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/ or orders that use the same billing and/ or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/ or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

## SECTION 6 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/ or features through the website (including, the release of new tools and resources). Such new features and/ or services shall also be subject to these Terms and Conditions.

## SECTION 7 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

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## SECTION 8 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## SECTION 9 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy as following;

### SECTION 9a - WHAT DO WE DO WITH YOUR INFORMATION?

When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us - your name, address and email address.

When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system. Email marketing (if applicable): With your permission, we may send you emails about our store, new products and other updates.

Under EU General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR, "Regulation") we will ensure that your personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights. We will only process your personal data if at least one of the following basis applies:

- you have given consent to the processing of your personal data for one or more specific purposes;
- processing is necessary for the performance of a contract to which you are a party or in order to take steps at the request of you prior to entering into a contract;
- processing is necessary for compliance with a legal obligation to which we are subject;
- processing is necessary to protect the vital interests of you or of another natural person;
- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; and/or
- processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

### SECTION 9b – HOW DO YOU GET MY CONSENT?

When you provide us with personal information to complete a transaction, verify your credit card, place an order we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

### SECTION 9c – HOW DO I WITHDRAW MY CONSENT?

If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at services@grit-international.com or mailing us at: Grit International GmbH Europaallee 35, Zürich, ZH, 8004, Switzerland

### SECTION 9d – HOW AND WHERE DO WE STORE YOUR INFORMATION?

All personal data is stored securely in accordance with the GDPR. Servers on which the data is stored are hosted by Effectiva studio Ltd, Zagreb, Croatia, EU.

The Company shall ensure that the following measures are taken with respect to the collection, holding, and processing of personal data:

- All employees, agents, contractors, or other parties working on behalf of the Company shall be made fully aware of both their individual responsibilities and the Company's responsibilities under the Regulation and under these Terms and Conditions, and shall be provided with a copy of these Terms;
- Only employees, agents, sub-contractors, or other parties working on behalf of the Company that need access to, and use of, personal data in order to carry out their assigned duties correctly shall have access to personal data held by the Company;
- All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately trained to do so;
- The performance of those employees, agents, contractors, or other parties working on behalf of the Company handling personal data shall be regularly evaluated and reviewed;
- All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be bound to do so in accordance with the principles of the Regulation and these Terms by contract;
- All agents, contractors, or other parties working on behalf of the Company handling personal data must ensure that any and all of their employees who are involved in the processing of personal data are held to the same conditions as those relevant employees of the Company arising out of these Terms and the Regulation.

### SECTION 9e - DISCLOSURE

We may disclose your personal information if we are required by law to do so or if you violate our Terms and Conditions.

### SECTION 9f - PAYMENT

The payment is encrypted through the Payment Card Industry Data Security Standard. Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted. All direct payment gateways adhere to the standards set by Braintree Payment Services as managed by their Security Standards.

### SECTION 9g - THIRD-PARTY SERVICES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us. Sova Assessment Ltd is a third-party provider of our assessment tool and the answers given as part of this assessment are shared with them.

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However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

We may compile statistics about the use of Our Site including data on traffic, usage patterns, user numbers and other information. All such data will be anonymised and will not include any personally identifying information. We may from time to time share such data with third parties such as affiliates, partners and advertisers. Data will only be shared and used within the bounds of the law and GDPR Regulation.

## SECTION 9h - AGE OF CONSENT

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

## SECTION 9i - CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

## SECTION 9j - QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Data Protection Officer at [services@grit-international.com](mailto:services@grit-international.com) or by mail at Grit International GmbH

[Re: Privacy Compliance Officer]

[Europaallee 35, Zürich, ZH, 8004, Switzerland]

## SECTION 10 – SUBSCRIPTION SERVICES;

### Auto-renewal & Cancellation.

If you are purchasing Online Services on a subscription basis, you have the option to purchase a monthly or a yearly subscription. The monthly subscription will automatically be renewed every month until cancellation whereas the yearly subscription has no automatic renewal. Subscriptions are billed in advance on a monthly or yearly basis (as per the option chosen when you purchased such Online Services) and are non-refundable for the subscription period they are purchased for. You agree that Grit International GmbH may process your credit card or other valid payment method on each monthly or annual term, on the calendar day corresponding to the first day you subscribed to Online Services. If your paid subscription to Online Services began on a day not contained in a subsequent month (e.g., your service began on January 30 and there is no February 30), we will process your payment on the last day of such month. You may elect to cancel your Online Services at any time by following the steps outlined here. If you subscribed to a monthly plan, your account may be downgraded by end of the current month and no credits or refunds will be issued to you for prepaid fees. If you subscribed to a yearly plan, the downgrade will only be effective at the end of the then-current annual

billing period and no credits or refunds will be issued to you for prepaid fees. Online Services purchased for a one-time fee are not refundable.

## SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the SECTION 8, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Grit International GmbH, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because

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some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Grit International GmbH and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## SECTION 15 - SEVERABILITY

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

## SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## SECTION 18 – SUMMARY OF YOUR RIGHTS UNDER GDPR

Under the GDPR, you have:

- the right to request access to, deletion of or correction of, your personal data held by Us;
- the right to complain to a supervisory authority;
- be informed of what data processing is taking place;
- the right to restrict processing;
- the right to data portability;
- object to processing of your personal data;
- rights with respect to automated decision-making and profiling (see section 9j).

To enforce any of the foregoing rights or if you have any other questions about Our Site or these Terms, please contact Us using the details set out in section 21 below.

## SECTION 19 - GOVERNING LAW

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Europaallee 35, Zürich, ZH, 8004, Switzerland.

## SECTION 20 - CHANGES TO TERMS AND CONDITIONS

You can review the most current version of the Terms and Conditions at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

## SECTION 21 – WHAT HAPPENS IF OUR BUSINESS CHANGES HANDS?

We may, from time to time, expand or reduce Our business and this may involve the sale and/or the transfer of control of all or part of Our business. Data provided by users will, where it is relevant to any part of Our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of these Terms, be permitted to use the data for the purposes for which it was originally collected by Us.

In the event that any of your data is to be transferred in such a manner, you will be contacted in advance and informed of the changes. When contacted you will be given the choice to have your data deleted or withheld from the new owner or controller.

## SECTION 22 - CONTACT INFORMATION

Questions about the Terms and Conditions should be sent to us at [services@grit-international.com](mailto:services@grit-international.com).