

# **EKYNOV**

## **General Terms and Conditions (GTC)**

The company EKYNOV Sàrl with a share capital of 20,000 CHF, registered with the RC of Geneva under the IDE number CHE-318.414.992:, (hereinafter “we”, the "Seller" or "EKYNOV") makes available products and services (hereinafter the "Products") to its Customers via its website [www.ekynov.com](http://www.ekynov.com) (hereinafter the "Site(s)"). It is specified beforehand that these general terms and conditions (hereinafter the “General Terms and Conditions” or “GTC”) exclusively govern the use of the Site, the collection and processing of personal data, and the sale of Products or Services on the Site.

### **1. Application of the GTC**

The Internet user (“you” or the “Customer”) visiting the Site and who is potentially interested in the Products offered, is invited to carefully read these GTC. The Customer is invited to print or save them on a durable medium. The Customer acknowledges having read the GTC and accepts them fully and without reservation.

By using any of the Site or placing an order on the Site, you signify your assent and agreement to these GTC. If you do not agree to these GTC, then you are not authorised to continue use of the Site or place an order.

The Seller reserves the right to modify the GTC at any time by publishing a new version of them on the Site. The GTC applicable are those in force on the day of the Customer visits the Site or places an order on the Site.

If you are under the age of legal majority or otherwise cannot lawfully enter into a contract, you must have your parent or guardian place an order on your behalf and they will be asked to agree to these GTC.

### **2. Price and terms of payment**

#### **2.1. Prices, taxes and shipping costs**

The prices of the Products are indicated in Swiss Francs or in Euros. The prices are displayed excluding taxes and participation in processing and shipping costs.

EKYNOV reserves the right to modify its prices at any moment in time.

#### **2.2. Customer account and guest check-out**

The creation of a Customer account is not necessary before placing the order. However, the Customer undertakes to provide sincere and accurate information, in particular but without

limitation his email address when ordering, whether the Customer decides to create an account or not.

### **2.3. Terms of payment**

The Customer can place an order on this Site and shall pay by credit card. The price is payable in full on the day of the order.

No data relating to the Customer's means of payment is collected by the Site. Payment is made directly to the bank or the payment provider receiving payment from the Customer.

### **2.4. Orders**

The Customer can order on [www.ekynov.com](http://www.ekynov.com).

The Customer declares to have read these GTC and to have accepted them by checking the box provided for this purpose before placing the order. Checking this box will be deemed to have the same value as a handwritten signature on the part of the Customer.

Purchase orders and invoices will be archived on a reliable digitized or tangible medium constituting a faithful copy. The computerized registers will be considered by the parties as proof of communications, orders, payments and transactions between the parties. The Customer recognizes the evidential value of the Seller's automatic registration systems and, except for him to provide proof to the contrary, he waives the right to contest them in the event of a dispute

Once your order has been placed, you will receive an acknowledgment from EKYNOV that we have received it. Following verification of the information provided and subject to availability, EKYNOV will send a confirmation of order, at the latest at the time of shipment.

### **2.5. Acknowledgment of order**

Once you have made your choice and your order has been placed through the Site(s), you will receive a written Acknowledgement of Order (by e-mail or otherwise confirming the details of your order together with an order reference number). Please make sure that you save this order reference number for any future enquiries regarding your order.

Upon receipt of the Acknowledgement of Order, it is your responsibility to review it and confirm that it accurately reflects your intended order. If you have any questions or concerns or if the Acknowledgement of Order does not reflect your intentions, you should contact us promptly.

This Acknowledgement of Order is not an acceptance of your order. To confirm the order, EKYNOV or its providers will conduct usual credit, anti-fraud, security and related legal checks and, if acceptable, will then process your order.

### **3. Confirmation of the order**

Following security checks and subject to Product availability, EKYNNOV will send you, at the latest at the time of shipment, a Confirmation of Order in writing (by e-mail or otherwise), which materializes the formation of a sales contract between EKYNNOV and the Customer regarding the Product ordered on the Site.

### **4. Availability**

All orders placed through the Site are subject to availability and our acceptance of such orders. The Products presented on the Sites, which cannot be added to the basket, are not available for sale on the Site. Quantity limits may apply to orders for certain Products. We reserve the right to refuse at any time, without notice, orders exceeding a certain number of Products.

In the event of unavailability of a Product after placing your order, you will be informed and notified of the delay in delivery. If the Product cannot be delivered, the order will be cancelled by EKYNNOV and the Customer will receive a refund.

### **5. Delivery**

#### **5.1. Generalities**

The Products will be delivered to the delivery address that the Customer has indicated during the order process.

The Site has no geographical delivery limitation, orders can be shipped anywhere in the world.

Unless otherwise stated on the Site during the ordering process or in the description of the Products ordered, the Seller will make its best efforts in all cases to deliver the Products within a delivery lead time of thirty (30) days after the formation of the sales contract with the Customer.

#### **5.2. Delivery lead time**

The delivery times defined in the "Delivery" article of these GTC do not start to run until the date of the confirmation of order by the Seller.

We will use commercially reasonable efforts to ensure delivery by the carrier within the estimated delivery lead time from the date of our written Confirmation of Order.

The delivery lead time corresponds to the shipping time indicated on the Product page to which is added the processing time.

In the event of delivery by a carrier requiring an appointment with the Customer, the latter will contact the Customer as soon as possible to arrange a delivery appointment, within

thirty (30) days from the date of the confirmation of order. EKYNNOV cannot be responsible for late delivery due exclusively to unavailability of the Customer after several appointment proposals by the carrier.

In the event of orders for several Products at the same time and these have different delivery times, the order delivery time is based on the furthest time. EKYNNOV however reserves the right to split shipments. Participation in handling and shipping costs will only be invoiced for one shipment. Customers are reminded that when they (or a third party designated by him) take physical possession of the Products ordered, the risk of loss or damage to the products is transferred to them.

### **5.3. Errors and delays in delivery**

If the Customer's package is returned to the Seller by post or by other postal service providers, the Seller will contact the Customer upon receipt of the returned package to ask him what to do with his order. If the Customer has mistakenly refused the package, he may request it to be returned by first paying the postal charges for the new shipment. Postal charges must be paid even for orders for which the postage costs were offered at the time of the order.

In the event of a delivery or exchange error, any product to be exchanged or refunded must be returned to the Seller in its entirety and in perfect condition. Any defect resulting from an awkwardness or a wrong move by the Customer cannot be attributed to the Seller.

In the event of late shipment, an email will be sent to the Customer to inform them of a possible consequence on the delivery time that has been indicated. In case of delay of delivery, a new delivery time will be proposed. Any delay in delivery compared to the date or time indicated to the Customer when ordering or, in the absence of a date or time specified when ordering, greater than ninety (90) days from the conclusion of the contract may result in the termination of the sale at the initiative of the Customer.

The request must be in writing on his part, sent by registered letter with acknowledgment of receipt if, after having instructed the Seller to make the delivery, he has not complied. The Customer will then be reimbursed, at the latest within fourteen (14) days following the date on which the contract was terminated, of the total amount paid. This clause is not intended to apply if the delay in delivery is due to a case of force majeure.

## **6. Product reception**

In the event of reservations on the delivered product (for example: damaged package, already open ...), the Customer must immediately notify the carrier and EKYNNOV. The Customer may refuse a package at the time of delivery if he notices an anomaly concerning the delivery (damage, product missing compared to the delivery note, damaged package, broken products, etc.); any anomaly must then be indicated by the Customer on the delivery slip, in the form of handwritten reservations, accompanied by the Customer's signature. To exercise his right of refusal, the Customer must open the damaged or defective package (s) in the presence of the carrier and have him take back the damaged merchandise. Failing to

comply with these requirements, the Customer will not be able to exercise his right of refusal, and the Seller will not be required to accede to the Customer's request to exercise the right of refusal.

## **7. Transfer of ownership - Transfer of risks**

Customers are reminded that when they (or a third party designated by him) take physical possession of the Products ordered, the risk of loss or damage to the Products is transferred to them. The physical possession of the Product or the signature of the delivery form by the Customer automatically entails the transfer of ownership and risks of the Products ordered.

We will require a handwritten or electronic signature from you, or anyone at the specified delivery address (unless you make other arrangements), to confirm delivery of each Product, whereupon risk and responsibility for the Products you have purchased passes to you.

If you have indicated a recipient other than yourself for delivery (for example if it is a gift), you understand and agree that a signature of said recipient (or a person at the address of delivery) constitutes proof of delivery and of the sales contract, implying a transfer of responsibility to the recipient's address, as if the Product had been delivered to you.

## **8. Cancellation of Order**

### **8.1. Period of time**

We offer Customers a period of fourteen (14) days from the receipt of the order by EKYNOV to return the Products in their original condition, without having to justify reasons nor to pay a penalty.

### **8.2. Terms of cancellation**

If the return is exercised in accordance with the terms of these GTC, the price of the Product purchased, including the shipping costs, will be reimbursed by EKYNOV, while the return costs shall remain the responsibility of the Customer.

All Products may be subject to return, except those that have been personalized, unsealed or that cannot be returned for hygienic reasons.

Returns are to be made in their original condition and complete (packaging, accessories, instructions, etc.) allowing them to be re-marketed in new condition.

It is understood that the Customer will bear the costs of returning the Product.

If the above obligations are not fulfilled, the return may be refused by EKYNOV, no refund will be made and the Product will be returned to the Customer at her or his expense.

The Customer must exercise her or his cancellation by registered letter. To exercise her or his return, in accordance with the terms of these GTC, the Customer can find attached in

Annex 1 the standard cancellation form to be sent to EKYNNOV at the following address: EKYNNOV Sàrl. Avenue de Champel 57, 1206 Geneva, Switzerland.

Once the cancellation form has been sent to EKYNNOV at the latest within fourteen (14) days of receipt of your order, the Customer must return the product (s) concerned to EKYNNOV within a reasonable time and, at the latest, within 14 days from the sending of the form or the declaration of return to EKYNNOV. The request must mention the order concerned by this return.

Customer must ensure that the returned Product reaches the address of EKYNNOV. If the returned package does not reach the Seller, it will not be possible to launch an investigation with the postal services in order to ask them to locate the latter.

### **8.3. Refund**

In the event of a return that complies with these GTC, EKYNNOV will reimburse the sums paid no later than fourteen (14) days from the date on which EKYNNOV is informed of your decision to return and using the same means of payment as that used for the order (unless expressly agreed by the Customer for a refund by another means of payment).

If the Product is not returned in its original condition, does not comply with these GTC or in the event of depreciation of the product resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of the Product, the return may be rejected by EKYNNOV, or the Customer may be held liable for the depreciation of the Product, resulting in no or partial refund.

This refund date may be postponed until receipt of the Product. The Seller is not bound to reimburse the additional costs in the case of choosing a more expensive delivery method than the standard delivery method offered on the Site.

## **9. Warranty**

### **9.1. Products**

EKYNNOV will make its best efforts to ensure that the Products comply with applicable law.

EKYNNOV reimburses or exchanges Products that are apparently defective or do not correspond to the order of the Customer. The Customer must then contact the Seller as soon as possible. The Products must be returned in their original condition with all the elements (accessories, instructions, etc.) in their packaging and allowing for transport in good conditions.

To the fullest extent permitted by applicable law, we disclaim and exclude all other terms, conditions and warranties in relation to the Products, whether express or implied by law or otherwise arising from usage or trade practice.

It is up to the Customers to check with their local authorities the possibilities of importing or using the Products that they intend to order. The responsibility of EKYNNOV cannot be

engaged in the event of non-compliance with the legislation of the country where the Product is delivered.

## **9.2. Internet Site**

EKYNOV tries to ensure that the information provided on the Site is accurate and complete.

However, EKYNOV does not warrant or represent that EKYNOV's Site is accurate, that the functional or technical aspects of the Site or the information provided therein will be error free, or that the Site or the servers that make them available are free of viruses or other harmful components.

Without limiting the foregoing, everything on the Site is provided to Customers "AS IS" AND "AS AVAILABLE" AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. EKYNOV and its suppliers make no warranties about the EKYNOV software, text, downloads, graphics, and links, or about results obtained from using the Site.

EKYNOV does not warrant the accuracy, completeness, timeliness or usefulness of the opinions, content, services or other information provided through the Products or on the Internet generally. EKYNOV Europe and its affiliates, licensors, and suppliers have no control over and accept no responsibility for your compliance with the laws applicable to your country of residence.

## **10. Liability**

EKYNOV's responsibility can only be engaged in the event of gross negligence, intentional or fraud. In all other cases, the responsibility of the Seller can never be sought or engaged by the Customers.

Nothing in these GTC limits or excludes our liability for any liability which cannot be limited or excluded by applicable law. Subject to the preceding sentence, our aggregate liability to you under these GTC, whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages shall in no event exceed the one hundred percent (100%) of the price of your order.

Please note that in some jurisdictions consumer protection laws may not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations may not apply.

## **11. Intellectual property**

EKYNOV has created its Site to provide information about its company and Products. Whilst considerable effort has been made to ensure that the representations of EKYNOV products and services displayed on the Site are accurate and representative, slight variations, distortions and/or differences may be apparent when compared to the original Product or

actual results. This may, for example, be due to technical issues such as browser or computer settings. Accordingly, EKYNOV cannot be held liable for any differences between the Site and the original Products or actual results.

All texts, comments, works, illustrations, works and images reproduced or represented on the Site are strictly reserved under copyright as well as intellectual property rights and for the whole world. Any reproduction or total or partial representation of the Site or of all or part of the elements found on the Site is strictly prohibited.

In general, all trademarks, logos and service marks (collectively the "**Trademarks**") that appear on the Site are registered, unregistered or otherwise protected EKYNOV trademarks or are licensed for use by EKYNOV by third parties. These other trademarks are proprietary marks and are registered to their respective owners. Nothing contained on the Site should be construed as granting, by implication or otherwise, any licence or right to use any trademark without EKYNOV's prior written permission or that of such third party who owns the trademark. Misuse of any Trademark displayed on the Site, or any other content on the Site, except as provided herein, is strictly prohibited. The company names, brands and distinctive signs reproduced on the Site are protected under trademark law. The reproduction or representation of all or part of one of the aforementioned signs is strictly prohibited and must be subject to the prior written authorization of the trademark holder.

## **12. Links & linking**

The Site may contain links to other Internet sites operated by third parties not affiliated to EKYNOV. The inclusion of any link to such third party sites does not imply endorsement by EKYNOV of those sites. EKYNOV has not reviewed all of the content contained in the linked sites and is not responsible for the content or accuracy of any off-site pages or any other sites linked to any of the Site. When Customers choose to click through any link to off-site pages or third party sites then this is at their own risk.

## **13. General provisions**

Unless otherwise specified, the information and materials presented on the Site are presented solely for the purpose of promoting EKYNOV's products and services and in certain cases to present products for sale via a variety of means. EKYNOV makes no representation that EKYNOV material is appropriate or available for use in every country of the world. You are responsible for compliance with applicable local laws, keeping in mind that access to EKYNOV material may not be legal by certain persons or in certain countries. Our products are available in many parts of the world. However, the Site may identify products that are not available worldwide.

If any provision, or part of a provision, of these GTC is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these GTC, and the legality, validity or enforceability of the remainder of the provisions of these GTC shall not be affected, unless otherwise required by operation of applicable law.



These GTC constitute the entire agreement between the Customer and us in relation to the use of the Site, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

The waiver by EKYNOV of a breach of any provision of these GTC will not operate to be interpreted as a waiver of any other or subsequent breach.

## **14. Applicable law - Jurisdiction - Processing of complaints - Mediation**

### **14.1. Applicable law**

These General Terms and Conditions and any subsequent contract shall be governed by and construed in accordance with the laws of Switzerland without reference to conflict of laws provisions.

### **14.2. Jurisdiction**

You may bring proceedings against us either in the courts of Geneva, Switzerland, or in the country where you are domiciled. We may also bring proceedings against you in the courts of the country where you are domiciled.

### **14.3. Processing of complaint**

For any complaint, you can contact customer service at the contact details mentioned at the end of these GTC.

In the event of any difficulty arising during the ordering or delivery of items sold on the Site, the Customer will first contact EKYNOV to seek an amicable solution. The Customer has the option of resorting to a conventional mediation procedure or any other alternative dispute resolution method.

### **14.4. Mediation of consumer disputes**

Without any restriction to bring proceedings before a court, you and EKYNOV will first make reasonable efforts for a period of thirty (30) days to resolve amicably any dispute or failure to agree that may arise out of or relate to the product, the Conditions of Sale and Services or any breach thereof.

If you are a consumer resident in the European Union, you have the right to submit your complaint to an Alternative Dispute Resolution entity. To find a list of ADR entities in your country, you may refer to the European Commission Online Dispute Resolution platform.

## **15. Privacy policy**

### **15.1. Personal Information collected**

We receive, collect and store any information that you enter on our Site or that you provide to us in any other way. In addition, we may collect the Internet Protocol (IP) address used to connect your computer to the Internet; the login; email-address; the password; computer and connection information and purchase history.

We may use software tools to measure and collect session information, including page response times, duration of visits to certain pages, information about the interaction between pages and the methods used to navigate out of the site. We also collect personal identifiable information (such as name, email address, password, communications, collectively “**Personal Identifiable Information**” or “**PII**”); payment details (including credit card information), reviews, feedback, product reviews, recommendations and personal profile. When you complete a transaction on our website, as part of the process, we collect the personal information you give us, such as your name, address and email address.

You certify the correctness, truthfulness and completeness of the information and data You provide to EKYNNOV, including without limitation the correct identification of the samples you provide to EKYNNOV. You shall indemnify EKYNNOV in case of inaccurate, incomplete or false information or data you have communicated to EKYNNOV or a third party in relation to our Services.

## **15.2. Purpose and legal basis of the processing**

Your Personal Identifiable Information will only be used for the specific reasons mentioned above. We collect this non-personal and personal information for the following purposes:

- a) To provide and operate the Services;
- b) To Perform the service or sales contract between us and the Customer.
- c) To provide our users with ongoing assistance and technical support;
- d) To be able to contact our visitors and users with general or personalized notices relating to the service
- e) To create aggregated statistical data and other aggregated and / or inferred non-personal information, which we or our business partners may use to provide and improve our respective services;
- f) To comply with applicable laws and regulations.
- g) To protect our legitimate interests, for example to understand how our Platform is used so that we can continuously improve it or to limit the risks of fraud and other prohibited or illegal activities, since those interests do not conflict with the fundamental rights and freedoms of the Customer which require the protection of PII. We may analyze Your PII to better understand your needs and how we can improve our Site, products and services. For instance, We may use your information to verify that content from the Site is presented in the most effective manner for you and for your device, or to allow you to participate in the registration-only features of the Site, or
- h) To exercise Our legal rights where it is necessary, for example to detect, prevent and respond to fraud claims, intellectual property infringement claims, or violations of law or the contract.

We may contact you to inform you about your account, to resolve issues with your account, to resolve a dispute, to collect fees or amounts owed, to poll your opinion through surveys or questionnaires, to send updates about our company, or as necessary to contact you in order to enforce our GTC, applicable national laws, and any agreements we may have with you. For these purposes, we may contact you by email, telephone, text messages and postal mail.

Subject to the Customer's express consent, we may also use PII to promote our or third party products and services by sending newsletters, periodic informational/promotional mail or email, and advertising material, to contact you by telephone or any other form of electronic communication, such as e-mails, SMS, MMS, social networks, or to conduct market research, directly or through the services of specialized companies, via interviews, questionnaires, investigations, so that we can continuously improve the content and services we provide to the Customers. Please see the article headed "Commercial Communications" below for further information about how you can control these purposes.

## **16. Sharing of Personal Identifiable Information**

### **16.1. Our Affiliates**

We may share PII with any affiliated entity that directly or indirectly controls, is controlled by, or is under common control with our company (the "Affiliates"), as well as any third party that purchases, or to which we transfer, all or substantially all of our assets and business. Should such a sale or transfer occur, we will use reasonable commercial efforts to ensure that the entity to which we transfer PII uses it in a manner that is consistent with this Privacy Policy.

### **16.2. Our operations**

We may share Personal Identifiable Information with third parties for our operations, our Site and the provision of our products and services, including:

- a) With our agents, contractors, provider, partners, technicians and consultants, insurance companies, website and hosting operators, data processing operators and other third parties in connection with services that these individuals or entities perform for, or with us. These third parties are restricted from using this information in any way other than to provide services for us, or services for the collaboration in which they and are engaged with us,
- b) As part of an employee health benefit program for the administration of the health benefit program if you have enrolled in such program.

### **16.3. Other third parties**

We may also share PII with any regulator, supervisory or government authority, law enforcement agency, court or other third party where we believe this is necessary to comply

with a legal or regulatory obligation, or otherwise to protect our rights or the rights of any third party.

Subject to the Customer's specific consent, we may also share Personal Identifiable Information with third parties to promote our or third party products and services by sending newsletters, periodic informational/promotional mail or email, and advertising material, to contact you by telephone or any other form of electronic communication, such as e-mails, SMS, MMS, social networks. Please see the article headed "Commercial Communications" below for further information about how you can control these purposes.

To know out at any time the companies to which PII may be communicated, simply ask for the updated list in accordance with the Article headed "Contact us" of this Privacy Policy.

#### **16.4. International Transfers**

PII may be transferred to, stored and processed in countries or territories located in the European Economic Area and Switzerland.

In case we have to transfer PII outside the European Economic Area and Switzerland, we shall ensure that such transfer is based on an adequacy decision from the European Commission, or appropriate safeguards, such as assessing and implementing standard data protection clauses adopted by the European Commission or a Supervisory Authority, unless we obtain the Customer's explicit and fully informed consent or the transfer is necessary for the conclusion or performance of a contract between us and the Customer.

#### **16.5. Retention of Personal Identifiable Information**

We will keep your Personal Identifiable Information for only as long as is necessary for our purposes or as required by applicable law, and in particular to protect ourselves in the event of a legal claim. After this period your Personal Identifiable Information will be deleted or in some cases anonymised. Where we sought your consent to process your personal information and we have no other lawful basis to continue with that processing, if you subsequently withdraw your consent we will delete your personal information.

Personal Identifiable Information is used in accordance with the Customer's express consent, to receive commercial communications or to take part into market research to improve our products or services, the Customer may withdraw her or his consent at any time in accordance with the Article headed "Commercial Communications" of this Privacy Policy. If you request that we no longer send you commercial communications, we will keep a record of your request and contact details to ensure that your request is respected.

#### **16.6. Customers' rights**

EKYNOV fully recognizes the following rights of each Customer subject to local applicable law:

- a) Right to access the Customer's Personal Identifiable Information;
- b) Right to rectify the Customer's Personal Identifiable Information;
- c) Right to erase the Customer's Personal Identifiable Information;
- d) Right to restrict the processing of the Customer's Personal Identifiable Information;
- e) Right to portability of the Customer's Personal Identifiable Information;
- f) Right to object the processing of the Customer's Personal Identifiable Information;
- g) Where personal data are processed for direct marketing purposes, the Customer shall have the right to object at any time to the processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing, in accordance with the Article headed "Commercial Communications" below.
- h) Right for the Customer to lodge a complaint with a supervisory authority.

We encourage you to contact us to update or correct your Personal Identifiable Information if it changes or if the Personal Identifiable Information we hold about you is inaccurate.

As we care about the confidentiality of information you provided us, your rights may be asserted by addressing an appropriate written request to our representative in charge of the processing, including proof of your identity, at the address mentioned in the Article headed "Contact Us" of this Privacy Policy. We may require additional information and identification from you in order to process your request.

#### **16.7. Right to object to the processing of your PII**

Your use of our Products and Site is voluntary and based on your informed consent. You may choose to object or to stop the processing of your Personal Identifiable Information at any time. Such requests should be sent to us in writing with proof of your identity at Ekynov Sàrl, Avenue de Champel 57, Geneva, Switzerland.

Please note that while any changes you make will be reflected in our databases within a reasonable period of time, we may retain your information in the ordinary course of business, for the satisfaction of our legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

#### **16.8. Commercial communications**

Where the Customer has given express consent to the processing of Personal Identifiable Information to receive commercial communications or to take part into market research to improve our products or services, the Customer may withdraw consent at any time. The withdrawal of your consent shall not affect the lawfulness of processing based on consent before we receive your withdrawal.

If you wish to withdraw consent to the processing of Personal Identifiable Information for commercial communications or to take part into market research, please send us a written request at the address specified in the Article headed "Contact us" below. We may use email marketing software as a third-party service to control preferences or manage certain email communications. You may also unsubscribe from e-mail marketing communications sent by us at any time by sending a message to the email address mentioned in the Article headed "Contact us" or by clicking on the 'unsubscribe' link in any of our marketing e-mails.

Please note that should you request to unsubscribe, you may continue to receive materials for a short period while we are updating commercial communication lists.

## **17. Contact Information**

Ekynov Sàrl

Headquarters: Avenue de Champel 57, Geneva, Switzerland.

Phone number: +41.22.3473820

Contact E-mail: [info@ekynov.com](mailto:info@ekynov.com)

Internet: [www.ekynov.com](http://www.ekynov.com)

**Annex 1**

**Order cancellation form**

In the event of cancellation of your order placed with EKYNOV Sàrl, in accordance with the General Terms and Conditions of EKYNOV, please complete and return this form.

For the attention of EKYNOV Sàrl, Avenue de Champel 57, 1206 Geneva, Switzerland.

I hereby notify you of my cancellation of the contract for the sale of the good / for the presentation of the service (\*) below:

Ordered on .....

Received on ..... (\*)

Order number: .....

Name of Customer : .....

Address of the Customer : .....

Signature of Customer (only if this form is notified on paper):

Date: .....