

LEGAL

IMPRINT

This website / app is owned and operated by Evasionist SA

Registered office: Evasionist SA · 100, rue du Rhône · % Fiduciaire Verifid SA · 1204 Geneva · Switzerland

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Website creation: [Adveris](#)

TERMS & CONDITIONS

General

This agreement sets forth the terms and conditions for your access and use of all services (websites, mobile applications and other software, related services, hereinafter referred to as the "Service") produced, published and/or distributed by Evasionist S.A. (hereinafter "Evasionist", "we", "our", see imprint for full details). The terms "you" and/or "user" refer to the person accessing our Service. Our Privacy Policy forms an integral part of this Agreement. It explains how we collect, use and disclose information that pertains to your privacy. By using the Service you acknowledge that you have:

- a. read and reviewed this agreement in its entirety,
- b. you agree to be bound in full by the terms of this agreement, and
- c. your obligations under this agreement are binding and enforceable.

Changes to the Agreement

From time to time, Evasionist may amend the terms of this agreement. Any such change becomes effective when posted in the relevant sections of Evasionist's Service. By continuing to use the Service after such changes are posted, you agree to the revised agreement.

Equipment

You are solely responsible for the maintenance of your device or any other equipment used to access the Service. You are also required to use the most recent version of the software in order to use the Service.

Rules and Conduct

Users are responsible for their use of the Service.

Restrictions of use

Users may not do any of the following with or to the Service or any part thereof:

- a. decompile, reverse engineer or disassemble it,
- b. tamper or interfere with its functionality, delivery or operation,
- c. assign, sub-licence, pledge, lease, sell, rent, transfer, resell or distribute it,
- d. duplicate, reproduce, copy, modify or otherwise create derivative works of it,
- e. alter or remove any identification of any copyright, trademark or other proprietary rights notice which indicates Evasionist's ownership of the Service, or
- f. export or re-export the Software, directly or indirectly.

You shall abide by all applicable local, national and international laws and regulations in connection with your use of the Service. In addition to other prohibitions set forth in the Terms of Service, users are prohibited from using the Service:

- 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 for violating any of the prohibited uses.

Third-Party Websites

The Service may enable you to interact with or access other Websites operated by third parties. When accessing such third-party Websites, you do so at your own risk. These third-party Websites are not under Evasionist's control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness, information practices or any other aspect of such Websites. Your use of these third-party Websites, and the collection and use of information by these third-party Websites in connection with such use, is governed by the terms and conditions of these third-party Websites and the privacy policies of the respective third-party Website operators. You acknowledge and agree that Evasionist shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, good or services available on or through any such third-party Website.

Support

Evasionist has no obligation to provide users with support, maintenance, upgrades, modifications or new releases with respect to the Service.

Disclaimer of Warranties

To the maximum extent permitted by law, the Service is provided "as is" and "as available" with no technical support or representations, either expressed or implied, by statute or otherwise, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. You specifically agree that, to the maximum extent permitted by law, Evasionist shall not be liable for losses or liabilities arising in connection with your download, installation or use of the Service, including, but not limited to, loss or liability resulting or arising from or in connection with:

- a. software conflicts related to the Service;
- b. data non-delivery, data misdelivery or unauthorised access to transmissions of data;
- c. defects or viruses in, or distributed with, the Service or content;
- d. your own misuse of your personal device or the software applications contained on your personal device; or
- e. the unavailability of the Service.

Your sole remedy with respect to any claim is to stop using the Service.

Limitation of Liability

To the maximum extent permitted by law, Evasionist shall not be liable to you for any loss or damage arising out of or relating in any way to the Service.

Indemnification

You hereby agree to release, indemnify, defend and hold harmless Evasionist and its shareholders, affiliates, officers, directors, employees, agents and advisers from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgements, awards, executions and liens, including reasonable attorneys' fees and costs (whether brought by third parties or otherwise) relating to or arising from your use, installation or download of the Service, as well as your use of the Service beyond or contrary to the terms of this Agreement. Evasionist reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

Content

Evasionist owns and/or licenses the content on the Service, including software, text, visual and audio content and trademarks, logos and brand elements on the Service. All rights are expressly reserved. Content and marks (proprietary or belonging to third parties) are protected under Swiss and international laws.

Linking to the Evasionist Service

You may link to the Service, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation. You may not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You may not establish a link from any website that is not owned by you. We reserve the right to withdraw linking permission without prior notice.

Termination

Evasionist reserves the right to change or discontinue the Service at any time without prior notice.

Governing Law and Jurisdiction

These Terms will be governed by and construed in accordance with the laws of Switzerland, without giving effect to any principles of conflicts of law. You agree that with regard to any dispute arising between you and Evasionist out of, or in connection with, these Terms (including a dispute regarding the construction and validity thereof) the ordinary courts of the Canton of Geneva, Switzerland, shall have exclusive jurisdiction, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's intellectual property rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

PRIVACY POLICY & COOKIES

Privacy Policy of www.evasionist.com

This Application collects some Personal Data from its Users.

Data Controller and Owner

Evasionist SA · 20, rue du Marché · 1204 Geneva · Switzerland

Owner contact email: info@evasionist.com

Types of Data collected

Among the types of Personal Data that this Application collects, by itself or through third parties, there are: email address, Cookies and Usage Data.

Other Personal Data collected may be described in other sections of this privacy policy or by dedicated explanation text contextually with the Data collection.

The Personal Data may be freely provided by the User, or collected automatically when using this Application.

Any use of Cookies - or of other tracking tools - by this Application or by the owners of third party services used by this Application, unless stated otherwise, serves to identify Users and remember their preferences, for the sole purpose of providing the service required by the User.

Failure to provide certain Personal Data may make it impossible for this Application to provide its services.

Users are responsible for any Personal Data of third parties obtained, published or shared through this Application and confirm that they have the third party's consent to provide the Data to the Owner.

Mode and place of processing the Data

Methods of processing

The Data Controller processes the Data of Users in a proper manner and shall take appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized

destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Data Controller, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of the site (administration, sales, marketing, legal, system administration) or external parties (such as third party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Data Controller at any time.

Place

The Data is processed at the Data Controller's operating offices and in any other places where the parties involved with the processing are located. For further information, please contact the Data Controller.

Retention time

The Data is kept for the time necessary to provide the service requested by the User, or stated by the purposes outlined in this document, and the User can always request that the Data Controller suspend or remove the data.

The use of the collected Data

The Data concerning the User is collected to allow the Owner to provide its services, as well as for the following purposes: Contacting the User, Analytics and Managing contacts and sending messages.

The Personal Data used for each purpose is outlined in the specific sections of this document.

Detailed information on the processing of Personal Data

Personal Data is collected for the following purposes and using the following services:

Analytics

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior.

Google Analytics (Google Inc.)

Google Analytics is a web analysis service provided by Google Inc. ("Google"). Google utilizes the Data collected to track and examine the use of this Application, to prepare reports on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

Personal Data collected: Cookies and Usage Data.

Place of processing: US – [Privacy Policy](#) – [Opt Out](#)

Contacting the User

Mailing list or newsletter (This Application)

By registering on the mailing list or for the newsletter, the User's email address will be added to the contact list of those who may receive email messages containing information of commercial or promotional nature concerning this Application. Your email address might also be added to this list as a result of signing up to this Application or after making a purchase.

Personal Data collected: email address.

Managing contacts and sending messages

This type of service makes it possible to manage a database of email contacts, phone contacts or any other contact information to communicate with the User.

These services may also collect data concerning the date and time when the message was viewed by the User, as well as when the User interacted with it, such as by clicking on links included in the message.

MailChimp (The Rocket Science Group, LLC.)

MailChimp is an email address management and message sending service provided by The Rocket Science Group, LLC.

Personal Data collected: email address.

Place of processing: US – [Privacy Policy](#)

Cookie Policy

This Application uses Cookies. To learn more and for a detailed cookie notice, you may consult the [Cookie Policy](#).

Additional information about Data collection and processing

Legal action

The User's Personal Data may be used for legal purposes by the Data Controller, in Court or in the stages leading to possible legal action arising from improper use of this Application or the related services.

The User declares to be aware that the Data Controller may be required to reveal personal data upon request of public authorities.

Additional information about User's Personal Data

In addition to the information contained in this privacy policy, this Application may provide the User with additional and contextual information concerning particular services or the collection and processing of Personal Data upon request.

System logs and maintenance

For operation and maintenance purposes, this Application and any third party services may collect files that record interaction with this Application (System logs) or use for this purpose other Personal Data (such as IP Address).

Information not contained in this policy

More details concerning the collection or processing of Personal Data may be requested from the Data Controller at any time. Please see the contact information at the beginning of this document.

The rights of Users

Users have the right, at any time, to know whether their Personal Data has been stored and can consult the Data Controller to learn about their contents and origin, to verify their accuracy or to ask for them to be supplemented, cancelled, updated or corrected, or for their transformation into anonymous format or to block any data held in violation of the law, as well as to oppose their treatment for any and all legitimate reasons. Requests should be sent to the Data Controller at the contact information set out above.

This Application does not support “Do Not Track” requests.

To determine whether any of the third party services it uses honor the “Do Not Track” requests, please read their privacy policies.

Changes to this privacy policy

The Data Controller reserves the right to make changes to this privacy policy at any time by giving notice to its Users on this page. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom. If a User objects to any of the changes to the Policy, the User must cease using this Application and can request that the Data Controller remove the Personal Data. Unless stated otherwise, the then-current privacy policy applies to all Personal Data the Data Controller has about Users.

Information about this privacy policy

The Data Controller is responsible for this privacy policy, prepared starting from the modules provided by Iubenda and hosted on Iubenda's servers.

Definitions and legal references

Personal Data (or Data)

Any information regarding a natural person, a legal person, an institution or an association, which is, or can be, identified, even indirectly, by reference to any other information, including a personal identification number.

Usage Data

Information collected automatically from this Application (or third party services employed in this Application), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Application, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and

the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

User

The individual using this Application, which must coincide with or be authorized by the Data Subject, to whom the Personal Data refers.

Data Subject

The legal or natural person to whom the Personal Data refers.

Data Processor (or Data Supervisor)

The natural person, legal person, public administration or any other body, association or organization authorized by the Data Controller to process the Personal Data in compliance with this privacy policy.

Data Controller (or Owner)

The natural person, legal person, public administration or any other body, association or organization with the right, also jointly with another Data Controller, to make decisions regarding the purposes, and the methods of processing of Personal Data and the means used, including the security measures concerning the operation and use of this Application. The Data Controller, unless otherwise specified, is the Owner of this Application.

This Application

The hardware or software tool by which the Personal Data of the User is collected.

Cookies

Small piece of data stored in the User's device.

Legal information

Notice to European Users: this privacy statement has been prepared in fulfillment of the obligations under Art. 10 of EC Directive n. 95/46/EC, and under the provisions of Directive 2002/58/EC, as revised by Directive 2009/136/EC, on the subject of Cookies.

This privacy policy relates solely to this Application.

Latest update: January 16, 2017