

TERMS OF SERVICE

These Terms of Service (this “**Agreement**”) is made between you and European Bonsai Association (“**EBA**”), under which you, the user, may use the www.ebabonsai.com website (the “**Website**”). By using the Website, you acknowledge and agree to the terms and conditions of use set forth below in this Agreement:

(1) **Copyright; Your Use of Content.**

- The Website is protected by copyright as a collective work and/or compilation, under international conventions, and other copyright laws. The contents of the Website (the “**Content**”) are only for your personal, noncommercial use. All materials contained on the Website are protected by copyright and are owned or controlled by the Website or the party credited as the provider of the Content. Unauthorized use may violate copyright, trademark, or other laws. To avoid unauthorized use, you:
 - must abide by any and all additional copyright notices, information, or restrictions contained in any Content on the Website;
 - may download and make copies of the Content and other downloadable items displayed on the Website, including all photographs, only for **personal, noncommercial use** and you must maintain all copyright and other notices contained in such Content;
 - may not copy or store any Content, including without limitation all photographs, for any purpose other than personal, noncommercial, unless you have obtained prior written permission from EBA or the copyright holder identified in the individual Content’s copyright notice; and
 - may not distribute, publish or sell any Content, including without limitation all photographs.
- If you are a copyright owner and believe that material on the Website infringes your rights, please provide an official notice by certified mail to the address listed in Section 14 of this Agreement.

(2) **Additional Restrictions on Use of Website.** You will not upload, post, or transmit to or distribute or otherwise publish through the Website any materials that:

- restrict or inhibit any other user from using and enjoying the Website;
- are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, or indecent;
- constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate law;

- violate, plagiarize, or infringe the rights of third parties including without limitation copyright, trademark, patent, rights of privacy or publicity, or any other proprietary right;
 - contain a virus or other harmful components;
 - contain any information, software, or other material of a commercial nature;
 - contain advertising of any kind; or
 - constitute or contain false or misleading indications of origin or statements of fact.
- (3) **Representation and Warranty With Regard to Age.** You represent and warrant that you are at least 13 years old.
- (4) **Personal Information.** By providing personal information, posting messages, uploading files, inputting data, or engaging in any other form of communication (individually or collectively “**Communications**”) with or to the Website, you hereby grant to EBA a perpetual, worldwide, irrevocable, unrestricted, nonexclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify and edit, such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against EBA for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications. EBA may monitor your use of the Website and may freely use and disclose any information and materials received from you or collected through your use of the Website for any lawful reason or purpose.
- (5) **No Confidentiality.** You acknowledge that transmissions to and from the Website are not confidential and your Communications may be read or intercepted by others. You acknowledge that by submitting Communications to the Website, no confidential, fiduciary, contractually implied, or other relationship is created between you and EBA other than in accordance with this Agreement.
- (6) **Commitment to Data Security.** To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, EBA has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information collected on the Website.
- (7) **Changes to the Website.** EBA may change, suspend, or discontinue any aspect of the Website at any time, including the availability of any Website feature, database, or other Content. EBA may also impose limits on certain features and services or restrict your access to parts or all of the Website without notice or liability.

- (8) **Limitation of Liability.** EBA is not liable for your use of the Website (including without limitation the content and any errors contained therein). EBA is not liable for any damages (including without limitation incidental, consequential, or punitive damages, lost profits, or damages resulting from lost data or business interruption) resulting or arising from your use of, or inability to use, the Website, or sites linked to the Website, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not EBA was advised of the possibility of such damages.
- (9) **Indemnification.** You will indemnify, defend, and hold harmless EBA and its affiliates, and all of their directors, officers, agents, employees, legal advisors, information providers, licensors, and licensees (collectively, the “**Indemnified Parties**”) from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of any term of this Agreement, including without limitation attorneys’ fees and costs. You will cooperate as fully as reasonably required in the defense of any claim. EBA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you may not in any event settle any matter without the written consent of EBA .

(10) **Disclaimer of Warranties.** The Website, including all content, software, functions, materials, and information made available on or accessed through the Website, is provided “as is.” To the fullest extent permissible by law, EBA and affiliates make no representation or warranties of any kind whatsoever for the content on the Website or the materials, information, and functions made accessible by the software used on or accessed through the Website, for any products or services or hypertext links to third parties, or for any breach of security associated with the transmission of sensitive information through the Website or any linked site. Further, EBA and its affiliates disclaim any express or implied warranties, including without limitation noninfringement, merchantability, or fitness for a particular purpose. EBA does not warrant that the functions contained on the Website or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Website or the server that makes it available is free of viruses or other harmful components. EBA and its affiliates are not liable for your use of the Website, including without limitation the content and any errors contained therein.

- (11) **Site-Content Disclaimer.** EBA does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Website, and EBA disclaims any and all responsibility for content contained in any third-party materials provided through links from the Website. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information is at your sole risk. EBA reserves the

right, in its sole discretion, to correct any errors or omissions in any portion of the Website at any time.

- (12) **User-Content Disclaimer.** EBA does not and cannot review all materials posted to the Website by its users, and EBA is not responsible for any such materials posted by users. EBA reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, that in EBA's sole discretion are objectionable or in violation of this Agreement.
- (13) **Third-Party-Resources Disclaimer.** The Website contains links and pointers to other related Internet sites and resources and to sponsors of the Website. Links to and from the Website to third-party sites do not constitute an endorsement by EBA or its affiliates of any third-party resources or their contents.
- (14) **Administrative Provisions.**

- **Entire Agreement.** This Agreement constitutes the entire agreement between EBA and you with respect to your use of the Website. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, the remainder of this Agreement continues in full force and effect.
- **Changes to this Agreement.** EBA reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in this Agreement will be posted on the Website.
- **Contact Information.** You may contact us through any of the following ways:
 - **By Email:**

detlef.mostler@aon.at
 - **By Mail:**

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