

VOLTA BOATS
SWISS ELECTRIC
TECHNOLOGY



VOLTA BOATS Sagl
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Switzerland

www.voltaboats.ch

TERMS AND CONDITIONS OF USE OF THE WEBSITE

1 Introduction

- 1.1 Welcome to www.voltaboats.ch (the "Website"). Volta Boats GmbH, Switzerland ("Volta") maintains the Website as a service to its visitors and users (the "User(s)"), subject to these terms and conditions (the "Terms of Use").
- 1.2 Volta reserves the right to change the Terms of Use from time to time in Volta's sole discretion. It is Users' responsibility to check these Terms of Use periodically for changes.

2 Acceptance of Terms of Use

- 2.1 These Terms of Use apply to the entire contents of the Website. Please read these Terms of Use carefully before using the Website. By accessing the Website and/or any pages thereof, Users signify their understanding of, and agreement with, these Terms of Use and any changes to them, regardless of whether or not Users choose to further register themselves within the Website or otherwise submit any data, information or other content to Volta.
- 2.2 If Users do not accept these Terms of Use, and any future changes or modifications to them, Users do not have permission to access and/or use the Website and should stop using the Website immediately.
- 2.3 Users acknowledge that these Terms of Use are supported by valuable consideration, the receipt and adequacy of which are hereby acknowledged, which includes, without limitation, the Users' right to access and use the Website.

3 Access to the Website

- 3.1 In general, Users can access and browse the Website without registering their details with Volta.
- 3.2 Volta will not be liable if for any reason the whole or any part of the Website is or should become unavailable at any time or for any period. In particular, but without limitation to the foregoing, access to the whole or any part of the Website may be discontinued or suspended temporarily and without notice in the case of system maintenance or repair, in the case of system failure or for other reasons beyond Volta control or otherwise at Volta absolute discretion.

4 Use of the Website Content

- 4.1 By using the Website, Users acknowledge that under no circumstances Volta will be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or for any loss or damages or any kind incurred as a result of the use of any content.
- 4.2 Users are permitted to view, download, and print contents from the Website subject strictly to the following conditions: (a) the content may be used solely for information purposes and for Users' own personal non-commercial private use; (b) the content may not be modified, adapted or altered in any way; and (c) Users do not acquire any ownership rights to any content on the Website. Any unauthorized use constitutes a material breach by Users of these Terms of Use and terminates the permission granted by Volta to use the Website.

- 4.3 Users may not copy, store in any medium, modify, adapt, publish, distribute by any means (including, without limitation, via any peer-to-peer network), prepare derivative works from, broadcast, communicate to the public or transmit any part of the Website or any of the contents contained in the Website (including without limitation, texts, videos, images, etc.) or otherwise use the content for any other purpose other than as expressly permitted herein.

- 4.4 The Website can be accessed from countries around the world and may contain references to content and services that may not be available in any specific Users' country.

5 Respect of the "Netiquette" Rules and Behavior of the Users

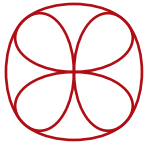
- 5.1 Users bind themselves to respect the general principles of behaviour on the web commonly known as "netiquette".
- 5.2 Users agree to use the Website only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of the Website by Volta, other users of the Website and/or any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene, defamatory or offensive content or disruption of normal flow of dialogue within the Website.

Without prejudice to the generality of the foregoing paragraph, Users are prohibited from submitting or transmitting (whether deliberately or inadvertently) to or from the Website any content: (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, or which may cause annoyance or inconvenience; (b) for which Users have not obtained all necessary licenses and/or approvals; (c) which constitutes or encourages conduct that would be considered a criminal offense, give rise to civil liability, or otherwise be contrary to the law or infringe the rights of any third party anywhere in the world; and/or (d) which is or may be technically harmful, including (without limitation) any content which contains or consists of computer viruses, spyware, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data.

- 5.3 Volta reserves the right to restrict or terminate Users' access to the Website at any time without notice in the event Volta believes Users have violated these Terms of Use.

6 Links

- 6.1 *Links from the Website.* Links to third party websites on the Website are provided solely as a convenience to Users.
- 6.2 *Links to the Website.* Links from third party websites to the Website may be created through plain-text links only (i.e. no logos) and provided they do not create an association with a third party brand, product or service. For other types of links to the Website, Users must obtain Volta's express written permission.
- 6.3 *Framing.* Volta expressly bans the link-frames, which permits to a page of



the Website to appear in a specific page of another website and in addition to this effect the content of the page will appear in a frame constructed for this purpose.

7 Intellectual Property Rights

- 7.1 All intellectual property rights, including (without limitation) copyright and trademarks rights, in the Website and its contents are owned by or licensed to Volta, or otherwise used by Volta as permitted by applicable law.

All content (including without limitation, videos, images, audio clips, sounds and any combination thereof) used on the Website (i) are owned by or licensed to Volta, (ii) is protected by applicable copyright laws around the world and (iii) can be used by Users only in compliance with the these Terms of Use.

- 7.2 The names, trademarks and logos "Volta", "Volta Boats", ☼, including any trademarks deriving thereof whether registered or not (collectively the "Volta Trademarks") are and remain the exclusive property of Volta and are protected by applicable trademark laws around the world.

The use or misuse of these trademarks or any content, except as expressly permitted herein, and including without limitation use as a domain name or as part of a domain name, is expressly prohibited and nothing stated or implied on the Website confers on Users any license or right under any patent, copyright work, trade mark, design or other right of a similar nature.

- 7.3 User are not allowed to use any of the Volta Trademarks in any top level domain name.
- 7.4 Users are aware that some pages on the Website may also contain third parties trademarks, domain names and other intellectual property rights which are also protected pursuant to the applicable intellectual property laws.
- 7.5 Volta may, in appropriate circumstances and at its sole discretion, restrict or terminate User's access to the Website and/or terminate the accounts of Users involved in disputes regarding intellectual property rights and remove or disable access of such User to the Website.

8 Disclaimers

- 8.1 Any and all information and data on the Website, is provided for general information purposes only and no representation or guarantee (including liability towards third parties), expressed or implied, is made as to its accuracy, reliability or completeness.
- 8.2 Volta does not control and is not responsible for the accuracy or availability of information, content or services provided by third party internet websites or pages that link to the Website or which are linked from it.
- 8.3 The use of the Website, and any feeds from it or other content downloaded or otherwise obtained through the use of the Website, is at Users' own discretion and sole risk. Users will be solely responsible for any damage to their computer system or other device with which Users access the Website as well as for any loss of data that results from the download or use of any such content.

- 8.4 Volta makes no warranty or representation that the Website or any functions, services and facilities contained or provided on the Website will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses, bugs, spyware or similar flaws.

- 8.5 In no event Volta shall be in any way liable for any direct, indirect, incidental, special, punitive, consequential or exemplary damages, including (without limitation) damages for loss of profits, or other intangible losses or any other damages or losses whatsoever arising in any way out of, from, or in connection with, the use of or inability to use the Website or any information, data or content contained on or obtained from the Website.

9 Indemnification

As a condition of Users' access to and use of the Website, Users hereby expressly agree to indemnify and hold Volta and our subsidiaries, affiliates, licensors, licensees, shareholders, officers, agents, employees and other partners harmless from and against any and all liabilities, losses, damages, claims, penalties, fines, costs, awards and expenses (including, without limitation, reasonable legal fees and costs) arising from, related to or in connection with User's use of the Website.

10 Termination

If Users breach any of the Terms of Use, their authorization to use the Website automatically terminates and Volta shall be entitled to restrict or terminate Users' access to the Website.

11 Miscellaneous

- 11.1 *Entire Agreement.* These Terms of Use constitute the entire agreement between Users and Volta with respect to the Website and supersede all prior agreements or previous discussions (written or oral) between Users and Volta.
- 11.2 *No Waiver.* No failure or delay to exercise or enforce any of Volta rights under these Terms of Use shall act as or constitute a waiver of such rights.
- 11.3 *Severability.* In the event that any of terms and conditions of these Terms of Use that are not of the essence are held to be illegal or unenforceable, the validity or enforceability of the remainder of these Terms of Use shall not be affected.

12 Applicable Law and Arbitration

- 12.1 Any dispute arising out of or in connection with these Terms of Use and all matters or issues collateral hereto shall be governed by the laws of Switzerland, with the exclusion of conflict of law rules.
- 12.2 Any dispute, controversy or claim arising out of, or in relation to, these Terms of Use, including the validity, invalidity, breach, or termination thereof, that cannot be resolved between the User and Volta through communication between the parties, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of the arbitration shall be Lugano, Switzerland. The arbitral proceedings shall be conducted in English.