



Elvinger S.à r.l. PLLC

Terms of use

1. Legal Notice

This website is provided by:

Elvinger S.à r.l. PLLC,

located 230 Park Avenue, Suite 922 | New York, NY 10169 (“Elvinger”)

acting as the New York branch of Elvinger S.à r.l.,

a Luxembourg société à responsabilité limitée admitted to the Luxembourg Bar (List V)

RCS Luxembourg B 218214 | VAT LU29846851

28 Boulevard Joseph II | L-1840 Luxembourg

www.elvinger.us

1. Who is the controller of your personal information?

As required by applicable data protection legislation, we inform you that we are (in most cases) the controller of the personal information we collect, receive and otherwise process about you as described below. Such legislation includes GDPR and any other national or supranational statutory law applicable to us (together the “data protection legislation”).

We may also act as a processor in specific circumstances where we receive strict and detailed instructions to process personal information on behalf of third parties.

For any questions about our processing of personal information you may contact us at the following address: radicajovanovic@elvinger.us. Please also refer to section 11 (EU Representative)

2. Use of the website

Access to, consultation or any other use of this website is subject to the terms of use described hereafter (the “Terms of Use”). By using this website, you agree unreservedly to comply with these Terms of Use. Your acceptance of the Terms of Use is an essential and prior condition for using this website. Therefore, if you do not agree with the Terms of Use, you must stop using this website.

We invite you to regularly consult the Terms of Use of this website as they might change from time to time at the sole discretion of Elvinger. If you do not agree with any change made to the Terms of Use, you must stop using the website.

3. Disclaimer

The texts, opinions, statements, or any other content hosted and published on this website (the “Content”) is intended for general information purposes only. It does not constitute legal or

professional advice and must not be used as such. Elvinger accepts no responsibility for any damage arising from the reliance on, or use of, the Content. The Content does not constitute an offer of services or solicitation to represent you and is not intended to create an attorney-client relationship. Elvinger may amend or delete the Content at its sole discretion without notice.

Elvinger is under no obligation to ensure that the Content of this website is up-to-date and complete or that the Content will remain available on this website.

4. Data Protection

Elvinger may process anonymous connection data for analyzing the traffic on this website. For more information about our traffic analysis, please refer to the information on cookies under section 8. below.

Furthermore, Elvinger has adopted a data privacy policy which you may obtain by clicking on the data privacy link in the footer of this website.

5. Intellectual Property Rights/Copyrights

Unless otherwise specified, all the content of this website, including but not limited to all the texts, images, photographs, Content, logos, trade name, domain name, videos, source code and machine code, software, database, the overall design of this website, the selection, arrangement and presentation of all materials therein is original material owned by Elvinger, or its licensors and protected as such by authors' rights, copyright, trademarks, designs, database rights and/or any other applicable intellectual property right, whether registered or likely to be registered (the "Materials").

Except as otherwise provided in these Terms of Use, it is strictly prohibited to reproduce, copy, adapt and/or translate, edit, distribute, broadcast, publish, communicate, extract from its database or re-use, create any derivative work, or exploit in any manner, in whole or in part, on any medium (including electronic medium) whatsoever, the website or its Materials without the prior written and specific permission of Elvinger. Access to and use of the website shall not be interpreted as assigning or granting any license on the Materials, except where otherwise specified in these Terms of Use or in writing by Elvinger.

You are authorized to print and/or temporarily store copies of the website pages and Content, without any permitted alteration, for your own personal use. You may provide them to third parties for their own personal use provided that you (or the third parties) (i) quote Elvinger as the source, (ii) make no direct or indirect commercial use of them and (iii) inform such third parties of these Terms of Use.

This website contains materials and content protected by third-party intellectual property rights. The use of these third-party materials and content may be subject to terms and conditions determined by the respective third party.

6. Warranties and Liability

This website and all Materials or third-party content contained therein is provided "as is" and "as available" without any warranties of any kind. Access to and use of this website and Materials hosted is made at your own risk. Elvinger and any of its partners, agents and employees or any other person working at Elvinger shall not be responsible or liable for any damage arising from or in connection with the use or unavailability of this website and/or the Materials hosted and

published thereon, including but not limited to, loss of profit, loss or deterioration of data, infection or deterioration of your equipment by malicious programs or software, etc.

The limitations and exclusions of liability of Elvinger in relation to the consultation and use of this website are applicable to the extent permitted by the applicable law.

7. Hypertext links to third-party resources

This website contains hypertext links to other websites operated by third parties (LinkedIn, Google Map, etc.). Elvinger is not responsible for the content and operation of these other websites, except for the content uploaded and managed by Elvinger on these third-party websites.

Elvinger is not responsible for hypertext links operated by third parties that direct or redirect to this website or to documents hosted thereon and reserves the right to prohibit and/or block any such hypertext links without prior notice.

8. Use of Cookies

What is a cookie?

A cookie is a short text file which is stored (and may be later retrieved) on your terminal device by the website you visited. It generally contains the necessary information for routing information over the Internet and allows data exchange between servers to ensure an efficient navigation on websites. These cookies usually expire when you end your browser session (session cookies).

Cookies may also collect information from your internet browser to send back to the originating website each time you visit it; hence the website can remember your registered actions and preferences (language, registered login, websites visited, duration of visit and movement within the website, etc.) and allow a more efficient/faster access or other personalized functionalities. These cookies usually expire after a predetermined time (persistent cookie).

Your acceptance of cookies

When you access this website, you are informed via a pop-up banner of the storage and use of cookies on your terminal device. By continuing your navigation on this website without having configured the cookies settings of your internet browser to reject cookies, we assume that you consent to the storage and use of cookies on your terminal device. Once the cookies have been stored on your terminal device, you will not see the pop-up banner again when accessing this website with the same internet browser of your terminal device, unless those cookies have expired or have been deleted from your device.

How to refuse cookies?

If you do not want cookies to be stored on your terminal device, you can configure the cookies settings of your internet browser according to your preferences. The cookies settings of most internet browsers allow you to accept, reject and delete cookies and to verify cookies information such as their life period and content.

You should note that blocking cookies may lead to impairment of the functionality of this website as it may not allow you to benefit from features adopted to enrich your navigation experience. Elvinger shall not be responsible for the malfunction or disruption of this website due to the rejection or deletion of cookies necessary for its proper functioning.

Types of cookies we use for the purposes of our website

Functional cookie “cookie-agreed” – This cookie retains your consent to the storage and use of cookies on your personal terminal device and allows not to redisplay the banner that you have already accepted. This cookie expires after 100 days.

Analytics cookies – we only use cookies for analyzing the statistics of the traffic on this website in order to improve your navigation experience. These cookies are provided by Google Analytics; a web traffic analytic platform provided by Google, Inc. Elvinger opted for the anonymization of the IP address of the visitors to this website. Therefore, these cookies do not collect identification information relating to you but allow Elvinger to use your anonymous connection data for statistical purposes related to the pages visited, the duration of the visits, the number of visitors and their geographical location, the referral website, etc. These cookies expire after 2 years.

More information about Google Analytics and opt-out options:
<https://support.google.com/analytics/answer/6004245>

9. Governing law

These Terms of Use are governed by Luxembourg law. Any dispute arising out of or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the Luxembourg Courts.

©Elvinger, 2019. All rights reserved