

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES OFFERED BY “ZOLGAS” A SWISS COMPANY. THESE TERMS AND CONDITIONS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE AT WWW.ZOLGAS.CH AND THE FEATURES, SERVICES, CONTENTS, WIDGETS OR APPLICATIONS OFFERED BY ZOLGAS

1. Acceptance of Terms and Conditions of Use

By registering and/or using, browsing or visiting our Services in any way, you agree to the “Terms and Conditions” stated herein. The Terms and Conditions also incorporate our Terms of Use, Data Use and Confidentiality Policy, Use of Cookies Policy, as well as all the other rules, policies and procedures that may be published on the ZOLGAS Sites and Services. The latter are incorporated by reference and may be revised by ZOLGAS without notice, in accordance with the articles set out under the “Modification, Integration and Severability of the Terms and Conditions” section. The present Terms and Conditions apply to all users of the Service, including, but not limited to, users who are contributors of content, information and any other media or service of the Site and to the locations accessing the Service. The terms “ZOLGAS”, “Site” or “Service(s)” comprise the features and services that we make available through our website at www.zolgas.ch or other ZOLGAS websites or as a joint brand. ZOLGAS reserves the right to decide that some of its trademarks, products or services may be subject to different conditions than the present ones. By “Data” or “Personal Data”, we mean all data, including a person’s content or information that you or a third party can retrieve or provide through our Services. By “use”, we mean the use, execution, copy, public diffusion or display, distribution, modification, translation and creation of derivative works.

2. Terms of Use

A) Registration, Conditions and Security

By registering on our Services, you promise not to use them for purposes other than those of the present Terms and Conditions. You are solely responsible for all your activities in connection with ZOLGAS. We cannot be held responsible for the sites you visit and activities you undertake through our Services. The persons using ZOLGAS must use and provide their truthful identity (first and last name, date of birth, gender, etc.) and truthful information about themselves. ZOLGAS cannot guarantee the authenticity of the content or data which users may provide about themselves. Some conditions that you are required to comply with in respect of registration, use and security of your account are as follows:

1. You shall not provide any false personal information on ZOLGAS nor create any account for anyone other than yourself without his/her permission.
2. You shall not use first name and username that are in any way offensive, vulgar, obscene or unlawful.
3. You shall not use ZOLGAS for criminal, illegal, hostile or discriminatory purposes.
2. You shall comply with local, state, national and international laws and regulations in effect.
3. If you represent a legal entity, you should comply with laws as regards advertisement, confidentiality, marketing, and other codes of self-regulation in your sector.
4. You acknowledge that accessing our Services is as your own risk and you will be solely responsible for any loss or damage resulting therefrom.
5. Your information must always be accurate and up-to-date.
6. You shall not reveal your password, let anyone access your account nor do anything that could breach the security of your account.
7. You shall not transfer your account to a third party without having previously obtained a written permission from us.
8. You shall not harvest information about Internet users or contents they access, nor access our Services by means of automated methods (such as robots, spiders, etc.)
9. You shall not engage in unlawful multi-level marketing, such as pyramid schemes.
10. You shall not download viruses or any malicious codes that may contain viruses or any other computer code, file, worm, logic bomb or program designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware or telecommunication equipment or to damage or obtain unauthorized access to any system, data, password or other information from ZOLGAS or any third party.
11. You shall not ask information, passwords, e-mails and will not access any account belonging to someone else without his/her authorization.
12. You shall not act in a way that could interfere, disable, overload or otherwise interfere with the proper function or look of ZOLGAS (as an attack leading to refusal of service or interference with the display of ZOLGAS’s features, circumvention blocking or limiting access to the Services, spam, manual or automated software or devices or other processes to analyze or crawl any page that is part of the Site).
13. You shall not harvest or scrape any content from the Site.
14. You shall not modify, adapt, appropriate, reproduce, transmit, convert, create derivative works or adaptations of, publicly display, republish, reuse for different purposes, sell, market, or exploit in any way the contents of the Service or Site (except for your User Submissions), without written permission from ZOLGAS.

Terms and Conditions

15. You shall not decipher, decompile, disassemble, reverse engineer or otherwise attempt in any other way to derive the source code or underlying ideas or algorithms of all or any part of the Services (including without limitation any application or widget).
16. You shall not (and not allow any third party to) upload, download, post, submit, distribute or facilitate distribution of any content on or through the Service that: infringes any patent, trademark, trade secret, copyright, right of publicity or any other right of any person or third-party entity or that violates any law or contractual duty; that you know to be false, misleading, untruthful or inaccurate; unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, inciting intolerance, discrimination or violence, or otherwise inappropriate as ZOLGAS shall determine in its sole discretion; that constitutes unauthorized or unsolicited advertising, junk or bulk e-mails ("spams"); that includes identification documents or sensitive financial information.
17. You shall not sell, license, rent, use or exploit our Services in any way for commercial use (whether or not for profit) or in any way that violates third party rights.
18. You shall not allow nor encourage infringements of these Terms and Conditions.

B) Sites and Third-parties

ZOLGAS may permit you to link to other websites, services or resources on the Internet, and other websites may contain links to our Site. Access to these sites is done at your own risk. These other websites are not under ZOLGAS's control and you acknowledge that ZOLGAS is not responsible for the content, features, accuracy, legality, appropriateness or any other aspect of such websites or resources. You acknowledge and agree that ZOLGAS shall not be held responsible, directly or indirectly, for damage or loss caused by or in connection with the use of any such sites.

3. Data Use and Confidentiality Policy

ZOLGAS know how important the respect of your privacy is to you. We comply with your right to data protection in the field of online communication when you use our Websites and our mobile applications. Our Confidentiality Policy is committed to as much transparency as possible. It is for this reason that we have developed the following articles. The latter detail the data we collect, the way we use them, the third parties with which we share them.

A) Information collected:

1. We receive and store any information that you enter on our Site or that you provide us in any other way, in particular when you create an account, add favorites on the main page, exchange Try-points in the Try-Shop or click on any link of the Try-Web.
2. We collect information concerning the way you use our Services, such as the types of content you access (or with which you interact), information about your use of ZOLGAS, information about your browser, or the frequency and duration of your activities. We are informed of your localization when you use the Site. The personal information that you provide are used to enable you to configure a user account and a usable profile, to improve the content of the Service, in order to offer you personalized ads and content that you will see (including ZOLGAS or third parties content or advertising, to notify you of promotions, and to develop new tools.
3. We collect information about persons and groups with whom you are in contact through social media, as well as the way you interact with them. The kinds of personal information collected can include your first and last name, e-mail address, password, profile picture, date of birth, gender, phone number, address, hobbies, favorites, websurfing habits, Facebook, Twitter, LinkedIn, Instagram, Google Plus accounts (your ZOLGAS account can be associated to the latter) and the data relative to these accounts, the number of times you click on a link of Explore-Web, Work-Web, Try-Web or Personal-Web.
4. If you use our Services to make a purchase or financial transaction (for example, when you exchange Try-points or buy them), we collect your purchase or transaction data. This includes your payment information, such as the number of your credit or debit card and other information concerning your card, as well as other account data and authentication information, your billing, shipping and contact data.
5. We collect and store information on computers, phones and other devices on which you install or use our Services, in particular the precise geographical location gathered through GPS signals, Bluetooth or Wi-Fi, the IP address, time zone, type of browser, parameters of the device, information about the operating system, version of the hardware, mobile operator and Internet access provider, your language, the ID of the device and application, names and types of file and software, information on cookies and page you requested, battery level and signal intensity. We treat these data as non-personal information, unless required otherwise by applicable law. We can provide information to our partners about the way our users use ZOLGAS, in order also to understand the frequency and the way people use their sites as well as ours.
6. We receive information about you and your activities on and outside of our Services through our third-party partners, such as data from a partner with whom we collaborated, or an advertiser about your experience or interaction with it.

Terms and Conditions

B) User Submissions

ZOLGAS may use your User Submissions in a number of different ways by determining, including without limitation and in its sole discretion, to perform the following actions:

1. Reformatting and incorporating into marketing materials, advertisements and other works, creating derivative works from these submissions, promoting, distributing and allowing other users to do the same in connection with their own websites, media platforms and applications (“Third party Media”). By submitting or filling User Submissions through our Services, you thereby do and shall grant ZOLGAS a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, copy, modify, reproduce, distribute, prepare derivative works of, perform, and fully exploit the User Submissions in connection with our Services and ZOLGAS (and its successors and assigns’), including without limitation for promoting and redistributing part or all of the Site (and its derivative works thereof) or the Service, in any media formats or through any media channels (including without limitation third party websites and feeds). You also hereby do and grant each user of the Site, including third party media, a non-exclusive license to access your User Submissions through the Site, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform these User Submissions in connection with their use of ZOLGAS. For clarity, the foregoing license grant to ZOLGAS does not affect other license and ownership rights in your User Submissions, unless otherwise agreed in writing with ZOLGAS. The same goes for all your personal data and information. You represent and warrant that you have all rights to grant such license to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights or any other intellectual property or proprietary rights.
2. You understand that all information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which such content originated, and that ZOLGAS will not be liable and cannot guarantee the identity of any other users with whom you may interact in the course of using our Services.
3. When you delete User Submissions, they will also be removed from the Service. However you understand that any removed User Submissions may persist in backup copies for a reasonable period of one year, or may remain with users who have previously downloaded them. If the User Submission includes a photograph, it must be noted that child pornography is strictly prohibited and ZOLGAS will terminate the account of any user using or distributing child pornography material, and report it to the authorities.

C) Use of Personal Data

Thanks to the information mentioned under “Collected Information” and “User Submissions” we can offer our Site free of charge while personalizing our contents and making suggestions for you. Location information allow us in particular to adapt our Services for you.

1. We may use your data to send you commercial announcements, tell you about our Services and notify you of our Terms and Conditions of Use and rules. We may also use your information to answer you when you contact us.
2. Our aim is to offer non-intrusive advertising, and other commercial or sponsored contents in the form of suggested links through a logo in the Try-Web, or promotions that can be exchanged for Try-points in the Try-Shop. To help us achieve this, you authorize us to use your name, personal data, contents and information in the context of commercial or sponsored content. This implies, for example, that you authorize an enterprise or another entity to compensate us to display your name with your content or information, without paying you for the service.
3. We may use the collected information to improve our advertising and analytics systems, which allows us to present you with relevant ads, through our services or outside, and to evaluate the efficacy and impact of our advertisement and Services. We also carry out investigations and studies, test features in their development phase and analyze data available to us in order to assess and improve our Services, develop new elements and exercise verification and repair activities.
4. We may use the collected information to exercise verifications of users’ accounts and activities, and to guarantee security through as well as outside our Services. We can for example investigate any suspicious behavior or infringement of our Terms and Conditions or rules.
5. In the event ZOLGAS or a substantial majority of its assets would come to be acquired, or in the event ZOLGAS cease its activity or be the subject of bankruptcy proceedings, the information will become part of the assets transferred or bought back by a third party.
6. ZOLGAS may disclose information if we think such disclosure is required to comply with the law, including laws applicable outside your country of residence, and in order to comply or apply our Terms and Conditions and other agreements or protect the rights, property or security of ZOLGAS, our employees, our users or that of other parties. This includes the exchange of information with other companies and organizations (including outside your country of residence) for fraud protection/prevention and credit risk reduction.

Terms and Conditions

4. Use of Cookies Policy

By registering on ZOLGAS, you agree that the use cookies, pixels and the local storage in accordance with these Terms and Conditions for business purposes.

1. The cookies, pixels and local storage allow us to offer you an adequate and optimal use, to protect access to your account, to verify that users or persons logging into our Services comply with our rules, to store your preferences, to be aware of your interactions on the Site and to offer some use of the Site that is adapted to your geographical location; and all this by indicating to us when you are connected, when you have seen some content, when several persons have connected from the same computer. These technologies allow us to facilitate your use of ZOLGAS and to provide you with personalized experience content, suggestions and social modules. For example when you do some typing mistake when writing some character of your username or your password. If you are already connected to ZOLGAS from this browser, we offer you options to correct your typing mistake since we know that you have already been connected to ZOLGAS in the past. The cookies, pixels and local storage can also allow us to direct traffic between servers and to understand ZOLGAS's loading time/speed for our users.

2. ZOLGAS works with advertisers as well as other partners and advertising service providers that display ads or services susceptible to use cookies, pixels or any similar technology (integrated by ZOLGAS or these third parties) on computers, mobile devices or other devices in order to understand and display ads, make them more relevant and analyze the products, services and their use. ZOLGAS offers ads according to the sites you visit or the applications you use over the internet or mobile network and allows some service providers to measure the impact of ads on our Site, as long as the latter agree to the restrictions in connection with the use of the data they collect. Some of our advertising partners or marketing partners may also display some advertisement on ZOLGAS or elsewhere if, for example, you have visited their site or application. Moreover, we can use the above mentioned technologies to provide statistics about the persons who see and interact with the ads of advertisers, visit their websites or use their applications, and to analyze the way our users use social modules. In order to improve, to understand our features and their loading, ZOLGAS can store data on your browser, on your computer or mobile device when you use our Services or other websites and applications. This information can be shared with our partners.

5. International users and internet users

ZOLGAS is hosted on internet servers and a cloud located mainly in the United States. Your data may be processed and stored in the United States and in Europe. The governments, courts and regulatory agencies applying state and federal law of the United States may therefore be in a position to obtain your information through laws applicable in the United States. Your use of ZOLGAS, or the transmission of any information implies your consent to the transfer of your personal data outside your country of origin, including in the United States, where data protection rules different from those of your country may apply. You also agree that your personal data be transferred and processed in Switzerland, ZOLGAS's world headquarters.

6. Limits of Warranty

Save to the extent required by law, ZOLGAS has no special relationship with you or fiduciary duty to you. You acknowledge that we have no control over and no duty to take any action regarding: which users gain access to the Site; what content you access via the Service; what effects the content may have on you; what actions you may take as a result of having been exposed to the content; how you may interpret or use it. You release ZOLGAS from all liability related to your connections and relationships with other users. You understand that ZOLGAS does not, in any way, screen users; that ZOLGAS does not inquire into the backgrounds of users; that ZOLGAS does not attempt to verify their backgrounds or statements. You release ZOLGAS from all liability for you having acquired or not acquired content through the Site. ZOLGAS may contain, or direct you to websites containing information that some people may find inappropriate or offensive. We make no representation concerning any information contained or accessible through our Services, and we will not responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through ZOLGAS.

ZOLGAS makes no representations or warranties as to the conduct of users or the veracity of any information they provide. In no event shall ZOLGAS be liable for any damages whatsoever, whether direct, special, compensatory, indirect, general, incidental and/or consequential, arising out of or relating to the conduct of you or anyone else in connection with the Services, including without limitation, emotional distress, bodily injury, and any damages damage resulting in any way from communication or meeting with users or persons you may otherwise meet through the Site. As such, you agree to take all reasonable precautions and exercise the utmost personal care in interactions with any individual you come into contact with through the Site or application, particularly if you decide to meet such individuals in person.

Terms and Conditions

ZOLGAS, ITS MANAGERS, EXECUTIVE MEMBERS, AGENTS, MEMBERS OF ITS BOARD OF DIRECTORS, EMPLOYEES, SUPPLIERS, REPRESENTATIVES, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) ZOLGAS WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME AND LOCATION; (II) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH ZOLGAS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (III) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (IV) THE RESULTS OF USING ZOLGAS WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE, CONTENT, WEBSITE AND ZOLGAS ADD-ON LINK IS SOLELY AT YOUR OWN RISKS. WE DO NOT WARRANT THAT ZOLGAS WILL ALWAYS BE SECURE, SAFE, OR FREE OF ERRORS, OR THAT ZOLGAS ALWAYS FUNCTIONS WITHOUT DELAY, IMPERFECTION OR INTERRUPTION. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. ZOLGAS IS NOT RESPONSIBLE FOR THE DATA OF THIRD PARTIES, INFORMATION, CONTENT OR ACTIONS, AND YOU SHALL RELEASE HARDDAH, ITS MANAGERS, EXECUTIVE MEMBERS, AGENTS, MEMBERS OF ITS BOARD OF DIRECTORS, EMPLOYEES, SUPPLIERS AND PARTNERS FROM ANY DAMAGES OR CLAIMS, KNOWN AND UNKNOWN, ARISING OUT OF ANY CLAIM OR DAMAGE AGAINST SUCH THIRD PARTIES, OR RELATIVE TO IT.

7. Indemnification and Compensation

You shall indemnify, hold harmless and defend ZOLGAS and its affiliates, and each of ZOLGAS's directors, employees, representatives, contractors and suppliers from all actions, losses, claims, costs, expenses (including reasonable legal costs), damages or liabilities that arise from or relate to your use, access to, misuse of, our Services or otherwise from your User Submissions, violation of these Terms of Use, or infringement by you or any third party using your account, of any intellectual property (or other rights) of any person or entity (save to the extent that a court of competent jurisdiction holds that such claim arose due to an act or omission of ZOLGAS). ZOLGAS reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist ZOLGAS and cooperate in asserting any available defenses.

8. Limitation of Liability

ALL LIABILITY OF HARDDAH, MANAGERS, EXECUTIVE MEMBERS, AGENTS, MEMBERS OF ITS BOARD OF DIRECTORS, EMPLOYEES, SUPPLIERS, REPRESENTATIVES, PARTNERS AND CONTENT PROVIDERS HOWSOEVER ARISING FOR ANY LOSS SUFFERED AS A RESULT OF YOUR USE OF THE SERVICE, USER SUBMISSIONS, SITE, CONTENT OR ADD-ON LINK IS EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, SAVE THAT, IF A COMPETENT JURISDICTION DETERMINES THAT LIABILITY OF HARDDAH, ITS DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, REPRESENTATIVES, PARTNERS AND CONTENT PROVIDERS (AS APPLICABLE) HAS ARISEN, THE TOTAL OF SUCH LIABILITY SHALL BE LIMITED IN AGGREGATE TO ONE HUNDRED SWISS FRANCS (CHF 100). AND SHALL NOT EXCEED THIS AMOUNT. THE LIABILITY OF ZOLGAS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ZOLGAS, NOR ITS DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, REPRESENTATIVES, PARTNERS AND CONTENT PROVIDERS BE LIABLE UNDER TORT, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY OR OTHERWISE (AND WHETHER OR NOT ZOLGAS, ITS MANAGERS, EXECUTIVE MEMBERS, AGENTS, MEMBERS OF ITS BOARD OF DIRECTORS, EMPLOYEES, SUPPLIERS, REPRESENTATIVES, PARTNERS AND CONTENT PROVIDERS HAD PRIOR KNOWLEDGE OF THE CIRCUMSTANCES GIVING RISE TO SUCH LOSS OR DAMAGE) WITH RESPECT TO THE SERVICE, USER SUBMISSIONS, SITE, CONTENT OR ADD-ON LINK FOR:

- LOSS OF DATA;
- COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;

- INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES; ➤ LOSS OF ACTUAL OR ANTICIPATED PROFITS;
- LOSS OF GOODWILL;
- LOSS OF ANTICIPATED SAVINGS;

- LOSS OF REVENUE;
- WASTED EXPENDITURE;

NOTHING IN THESE TERMS OF USE SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS OF USE. APPLICABLE LAW MIGHT NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, ZOLGAS'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Terms and Conditions

9. Choice of Law, Mandatory Arbitration and Venue

A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in administrative or judicial proceedings based upon or relating to these Terms and Conditions to the same extent and subjected to the same conditions as the other notices, documents and business files generated and maintained in printed form. You agree that any cause of action related to or arising out of our Services must commence within one (1) year after the cause of action. Otherwise, such cause of action is permanently barred.

Any litigation, disputes, demands and all claims in connection with ZOLGAS and the present Terms and Conditions or relating to these, are governed and construed in accordance with the laws of the Swiss Confederation, and shall be settled by arbitration, unless otherwise determined by ZOLGAS, in accordance with the Swiss Rules of international arbitration of the Swiss Chambers' Arbitration Institution in effect at the date where the arbitration notice is filed in accordance with these rules. The number of arbitrators is set to 3. The seat of arbitration will be Geneva. Arbitration will take place in French. In cases where ZOLGAS does not opt for arbitration, any litigation, disputes, demands and all claims shall be submitted in French to the exclusive jurisdiction of Swiss courts to which the parties consent finally. ZOLGAS reserves the right to choose the competent cantonal court. Swiss law will be applicable for construing.

If as a result of your content, use, information or acts on ZOLGAS some action is instituted against us by a third party, you shall defend and indemnify ZOLGAS from all losses, damages and costs, including reasonable attorney fees, relating to this action. ZOLGAS isn't in any way responsible for the conduct and behavior, online or offline, of our Internet users as well as for the illegal, offensive, obscene, inappropriate or otherwise hurtful content and information that may be transmitted or shared by the latter on our Services. We do not direct nor control the conduct of our users.

10. Modification, Integration and Severability of the Terms and Conditions

The present Terms and Conditions are the entire agreement between you and ZOLGAS with respect to the Site, the Service and use of the Content, Site, Services and User Submissions, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and ZOLGAS with respect to the Site and our Services. If any provision or disposition of the present Terms and Conditions is found to be unenforceable or invalid, the latter will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions to remain fully enforceable. If part of these Terms and Conditions is invalidated or unenforceable, the rest will therefore remain in effect and enforceable. Our failure to enforce these Terms and Conditions shall not be deemed a waiver. Failure of any party to exercise any right mentioned in the present Terms and conditions shall not be deemed a waiver of any other rights hereunder. Waiver of conformity in exceptional circumstances shall not imply permanent waiver of ZOLGAS in the future. For any waiver of conformity to the present Terms and Conditions to be valid, ZOLGAS shall provide you with this waiver in writing through one of its legal representatives.

ZOLGAS reserves the right, at its sole discretion, to modify or replace any of these Terms and Conditions, or to suspend, discontinue or modify the Site (including, without limitation, the availability of any feature, database or content) at any time by posting a notification on ZOLGAS or by sending a notice via email or through our Services. ZOLGAS can also impose limits on certain features and services or restrict your access to all or parts of the site, without notice and liability. It is your responsibility to check frequently whether the present Terms and Conditions have been modified. The continued use of our Services after the posting of any changes to the present Terms and Conditions constitutes acceptance of these modifications.

11. Cancellation of these Terms of Use

EEA resident users wishing to provide or access content, perform User Submissions or/and receive services through ZOLGAS may make use of a right of cancellation of the present Terms and Conditions under European Directive 97/7/EC ("Directive") on distance selling, within 7 days from acceptance of these Terms and Conditions, only to the extent that such right is applicable in accordance with the Directive for these users. However if such right of cancellation applies, it will cease to exist upon the performing User Submissions, providing or accessing content and the real use of our services by these Internet users through our services.

Terms and Conditions

12. Other

ZOLGAS may assign, transfer or delegate any of its rights and obligations hereunder without consent. These Terms and Conditions are personal to you and are not assignable, transferable or sublicensable by you, except with our prior written consent. No joint venture, agency, employment or partnership relationship is created as a result of these Terms and neither party has any authority to bind the other in any respect. ZOLGAS shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond its reasonable control, including, without limitation, mechanical, electronic or communications failure (including “line noise” interference).

These Terms and Conditions create no third party beneficiary rights. You may not transfer your rights or obligations under these Terms and Conditions to a third party without our consent. Any amendment or derogation to these Terms and Conditions shall be agreed in written and signed by you. No provision of these Terms and Conditions shall prevent us from complying with the law. All our rights and obligations under these Terms and Conditions are freely transferable by us in connection with an acquisition, court request, sale of our assets, merger or other cases. We reserve all rights not explicitly granted to you therein. You shall comply with all applicable laws when you use ZOLGAS or access it.