SOLAR IMPULSE FOUNDATION
Chemin Messidor 5
CH-1006 Lausanne
Switzerland

Introduction

Please read these Terms and Conditions carefully. By accessing the website of the Solar Impulse Foundation and/or any pages thereof (the "Website"), you signify your agreement with, and understanding of, these Terms and Conditions and the legal information pertaining to both this Website and any material on it. If you do not agree with these Terms and Conditions, do not access this Website. In addition, when using particular services offered through the Website, you and Solar Impulse Foundation shall be subject to any guidelines or rules applicable to such services that may be posted on the Website from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms and Conditions.

The Solar Impulse Foundation reserves the right to change these Terms and Conditions at any time without notice to you. You are therefore responsible for regularly reviewing these Terms and Conditions. Continued use of this Website following any such changes shall constitute your acceptance of such changes.

Intellectual Property

The Website was created by the Solar Impulse Foundation, Chemin Messidor 5, CH-1006 Lausanne, Switzerland. All rights reserved. © Solar Impulse Foundation 2017. The name “Solar Impulse” and its logos are registered trademarks of Solar Impulse SA and licensed to the Solar Impulse Foundation. Besides, the content of the Website, including any texts, images, videos, software, products, services and other information published or made available on the Website, subject to the rights of third parties under contract with the Solar Impulse Foundation, is the exclusive property of the Solar Impulse Foundation or Solar Impulse SA. Various text, picture, video and data elements on the Website have been supplied by third parties under contract with the Solar Impulse Foundation. The Solar Impulse Foundation shall bear no responsibility whatsoever for unauthorized copying and/or use of any material property of third parties on the Website or their accuracy.

Nothing in the Website is designed to transfer any property or grant any license or right to use any names, logos, pictures, videos or trademarks. No act of downloading or otherwise copying or reproducing from the Website will transfer title to you to any software or material on the Website. The titles on the software and the material on the Website (either owned by, or licensed by third parties to, the Solar Impulse Foundation) remain the exclusive property of the Solar Impulse Foundation, Solar Impulse SA or their owners.

Except as otherwise stated above, you are granted permission to view, store, print, reproduce, distribute any pages or download any material from the Website for personal non-commercial use provided only that (i) you do not modify any such page or any such material and (ii) you make reference to these Terms and Conditions therewith. Any unauthorized reproduction for public and/or commercial purposes of the Website or any part thereof is a violation of the Solar Impulse Foundation's rights.
No Offer of Service

Unless otherwise stated so, the material on the Website is intended to be for informational purposes only. The Solar Impulse Foundation makes no representation or warranties that the material on the Website is appropriate or available for use in jurisdictions other than Switzerland. Those users who choose to access the Website from other locations do so at their own risk and are fully responsible for compliance with local laws and regulations.

If you enter into transactions with third parties via the Website, a direct agreement is deemed to be established between you and such third party. The Solar Impulse Foundation is not involved in the agreement with the third party either as a party or as an agent.

Disclaimer

Even though the Solar Impulse Foundation has taken reasonable care to verify that the material on the Website is accurate at the time of publication, no representation or warranty, expressed or implied, is made as to its accuracy, reliability or completeness.

Therefore, the Solar Impulse Foundation assumes no liability for the use or interpretation of material contained herein. Your use of the Website is on an "AS IS" and "AS AVAILABLE" BASIS AND AT YOUR SOLE RISK, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND TERMS AND CONDITIONS OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

In particular, the Solar Impulse Foundation assumes no responsibility for, and makes no guarantees that (i) the Website and services on the Website will meet your requirements, (ii) the access to the Website and its use will be enabled uninterruptedly, (iii) the services and functions on the Website will be uninterrupted, timely, secure or error-free, (iv) the results that may be obtained from the use of the Website and services on the Website will be accurate or reliable, (v) defects will be corrected, or (vi) the Website or the servers that make it available will be free of viruses or other harmful elements.

Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and you will be solely responsible for any damage you may suffer as a result of such downloads.

ANY RESPONSABILITY OF THE SOLAR IMPULSE FOUNDATION, ITS AFFILIATES, AND ITS AND THEIR DIRECTORS (OR EQUIVALENT), OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS IS EXCLUDED, EXCEPT IN THE EVENT OF FRAUD OR WILLFUL MISCONDUCT OF THE SOLAR IMPULSE FOUNDATION ITSELF.

Links from and to the Website

You acknowledge and agree that the Solar Impulse Foundation has no responsibility for the accuracy or availability of information, material or content provided by third party linked websites, or the content, performance, terms and conditions of use or the privacy policies or
practices on such websites. Links to such sites do not constitute an endorsement by the Solar Impulse Foundation of such websites or the content, products, or other materials or services presented on such websites. Information in the many webpages that are linked to the Website, and the applications and services available through the Website, comes from a variety of sources. The Solar Impulse Foundation does not author, edit, or monitor the content, links, or services provided by third parties.

THE SOLAR IMPULSE FOUNDATION 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, PRODUCTS OR OTHER MATERIAL AVAILABLE ON THE WEBSITE OR ON THIRD PARTY LINKED WEBSITES.

Generally, the Solar Impulse Foundation distances itself from the offers available on other sites which present, implicitly or explicitly, similarities with the Solar Impulse Foundation, Solar Impulse SA and the Solar Impulse project, their philosophy or their symbols.

In the event that you wish to establish a link to the Website, you expressly agree:

to ask for a prior written approval by the Solar Impulse Foundation to establish a link to the Website;
not to include the Website into the frame of another website and to create a direct link to the Solar Impulse Foundation's official Website;
not to create any third party association with the Website; and
to ensure that the link does not state or imply that the Solar Impulse Foundation, Solar Impulse SA, or their partners, sponsors and donors, endorse any other website activity, company or entity, or presents the Solar Impulse Foundation, Solar Impulse SA or the Solar Impulse project in a false, misleading, defamatory or derogatory manner.

The link to the Website does not allow to use any of the Solar Impulse Foundation and/or third party content, names, logos, pictures or trademarks, unless separately agreed to in writing by the relevant rights-holder.

Indemnity

As a condition of use of the Website, you agree to indemnify the Solar Impulse Foundation and its affiliates, and its and theirs directors (or equivalent), officers, employees, agents and representatives from and against any and all direct or indirect expenses and damages arising out of claims resulting from your access to, or your use of the materials of, the Website.

Privacy & Security

The Solar Impulse Foundation is subject to Swiss data protection laws when collecting and processing personal data. For details, please refer to our Privacy Policy on the Website. If you communicate with the Solar Impulse Foundation by e-mail, you should note that the security of e-mails is uncertain. By sending sensitive or confidential e-mail messages which are not encrypted, you accept the risks of such uncertainty and possible lack of confidentiality.
Applicable law and Jurisdiction

BY ACCESSING AND USING THE WEBSITE, YOU AGREE THAT THE LAWS OF SWITZERLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF, WILL APPLY TO ALL MATTERS RELATING TO THE ACCESS AND USE OF THE WEBSITE.

ANY DISPUTE SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF LAUSANNE, SWITZERLAND.