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*The Terms and Conditions were last updated on May 25, 2023*

## 1. General Provisions

Access to the Website <https://www.peterandclark.com/> (the "**Website**") and the use of its content and functionalities by the user of the Website (the "**User**") are carried out within the framework of the Terms and conditions set forth below (the "**Terms and conditions**").

The Website is owned and operated by Peter & Clark Multilingual Communication S.A. ("**Peter & Clark**").

## 2. Use of the Website

By accessing, browsing and using the features of the Website, the User accepts without reservation the provisions described below.

## 3. Intellectual property

All content published and made available on the Website is the property of Peter & Clark. This includes, but is not limited to images, logos, documents, downloadable files and all element that contributes to the composition of the Website.

Unless specific content dictates otherwise, the User is not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights.

The User will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this Website in any form, without Peter & Clark prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

## 4. Links to third party Websites

The Website may include hyperlinks or other references to other party's websites. Peter & Clark is not responsible for the content, policies or practices of any third party website or service linked to on its Website. It remains the User's sole responsibility to read the terms and conditions, and privacy policies of these third parties websites. Peter & Clark does not monitor or review the content of other party's websites which are linked to from this Website. Products

or services offered by other websites shall be subject to the applicable terms and conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by Peter & Clark.

Peter & Clark will not be responsible for any privacy practices or content of these sites. The User bears all risks associated with the use of these websites and any related third-party services.

Peter & Clark will not be liable for any loss or damage caused, resulting from the User's disclosure to third parties of personal information.

## **5. Responsible use**

By visiting the Website, the User agrees to use it only for the purposes intended and as permitted by these Terms & Conditions or any additional contracts with Peter & Clark. User may not use the Website in violation of accepted online practices and industry guidelines, such as to use, publish or distribute any material which consists of (or is linked to) malicious computer software, use data collected from the Website for any direct marketing activity; or conduct any systematic or automated data collection activities on or in relation to the Website.

Engaging in any activity that causes, or may cause, damage to the Website or that interferes with the performance, availability, or accessibility of the Website is strictly prohibited.

## **6. Personal data and cookies**

To access the Website and/or services, the User may be required to provide certain personal information as part of the registration process. The User agrees that any information provided will always be accurate, correct, and up to date. Further information on how Peter & Clark process personal data may be found in its [Privacy Policy](#) and its [Cookie Policy](#).

## **7. Language**

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

## **8. Waiver**

In the event that one of the provisions of these Terms and Conditions become null and void due to a change in legislation, regulations, or a court decision, this shall in no way affect the validity and compliance of the other clauses.

## **9. Limitation of liability**

Peter & Clark makes every effort to ensure that the information accessible through the Website is accurate and up to date. However, Peter & Clark does not guarantee in any way that this information is accurate, complete and up-to-date.

Peter & Clark makes no warranties, express or implied, regarding any part of the Website.

Peter & Clark has taken measures to ensure the security of the data collected on the Website. Nevertheless, Peter & Clark does not control the risks linked to the functioning of the Internet and draws the attention of the User to the existence of possible risks of confidentiality of data transiting via this network.

## **10. Indemnification**

The User agree to indemnify, defend and hold harmless Peter & Clark against any and all legal claims, liabilities, damages, losses and expenses, and demands that may arise from User own misuse of this Website.

## **11. Entire Agreement**

These Terms and Conditions, together with our Privacy Policy and Cookie Policy, constitute the entire agreement with respect to the use of the Website.

## **12. Choice of Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of Luxembourg. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the Courts of Luxembourg.

## **13. Contact Information**

The Website is owned and operated by Peter & Clark. The User may contact Peer & Clark regarding these Terms and Conditions by writing or emailing at the following address:

PETER & CLARK  
11, rue de l'Industrie (SolarWind Building),  
L-8399 Windhof, Luxembourg  
Phone number: +352 30 98 97  
Email: [contact@peterandclark.com](mailto:contact@peterandclark.com)

## 14. Download

These Terms and Conditions can also be [downloaded](#) as a PDF.

## 15. Update of these Terms and Conditions

In the event that one of the provisions of these Terms and Conditions become null and void due to a change in legislation, regulations, or a court decision, this shall in no way affect the validity and compliance of the other clauses of the General Terms of Use.

These Terms and Conditions may be updated from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Website. These modifications are published online and are deemed to be accepted without reservation when you access the Site after they have been posted online. Users are recommended to consult this page regularly.

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