

# PRIVACY POLICY

## Legal

This statement describes our privacy policy. Badotherm reserves the right to revise this policy at any time without notification to you, so please re-read it often in relation with your use of the Badotherm.com and BaseCal.com website.

## Our Promises to You

Thank you for visiting our website. We know that you care how information about you is used and shared, and we appreciate your trust. Spam e-mail is the annoyance of the internet and we won't have anything to do with it.

- We promise that we will never share your e-mail address or other identifiable information with any third party company (no external spam).
- We promise that you will never receive spam from Badotherm.
- We promise to protect your information through the use of secure databases.

## Personal Identifiable Information

We collect the personal identifiable information that you submit on the registration and user profile forms to permit you access to our website. Generally, the information Badotherm collects helps us to communicate with you regarding BaseCal. For instance, we use your email address to provide you with an email confirmation of your registration and to notify you of information concerning BaseCal on our website. We will not share, rent or sell your personally-identifiable information with any entity, subject to the provisions below. We will only release personal information without your authorization in the following situations:

- To the authorities when necessary to comply with the law (i.e. answering subpoenas).
- To enforce or to apply our Terms of Use and other agreements (including our Member Agreement).
- To protect the rights, property, or safety of Badotherm.com, BaseCal.com, our users or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

## Newsletter

You can opt-in to receive our newsletter. This information will not be sent to you if you ask us not to include your name on our mailing lists. In many places where personal information is collected, we have a box that you can check indicating that you would like to "opt out" if you don't wish to receive further information of the sort indicated. If you have previously consented to have Badotherm send you its newsletter and no longer wish to be contacted, please follow the link at the bottom of each newsletter to unsubscribe.

## Username and Password Recommendations

As we live in a world where digital theft is increasingly widespread, we must advise you to choose a password that is not easily guessed by others. Please make sure that your password is 6 or more characters and is composed of both letters and numbers. In addition, it is recommended that you use a separate password for every website to which you are a member. This is a form of damage control, in case the security of one website is compromised, your other accounts are still protected. Should you forget your Badotherm.com or BaseCal.com password, it will be emailed to you or reset at your request.

## **Use of Automatic Information and Cookies**

Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser and to provide features that recognize your account as logged on and other website features. Further, to help us tailor our website to the needs and interests of our visitors, or for other purposes, we may gather aggregate, non-personally identifiable information via cookies. Examples include the type of Internet browser our visitors are using, the frequency of visits to our website and which pages our visitors viewed. We may share these aggregate statistics with others. The use of cookies is standard on the Internet and many major websites use them. Cookies stored on your computer that are designated for Badotherm.com or BaseCal.com use, cannot be retrieved by other websites.

## **Updating or Deleting Your Information**

You can change or delete some of the information in your account settings or delete your account can be deleted completely on request.

## **Security**

We understand that many people are concerned about security on the Internet. The security of the information that you provide to us is also very important to us. To prevent unauthorized disclosure, maintain data accuracy and ensure the correct use of information, we have in place reasonable physical, electronic and managerial procedures to safeguard and secure any information we collect online. When using a shared computer, be sure to sign off and do not opt to stay logged in to Badotherm.com or BaseCal.com. In the event that our security system is breached, we will attempt to notify you as soon as possible.

## **Questions**

If you have any questions regarding this Privacy Statement, the practices of Badotherm.com, BaseCal.com, or your dealings on our website, please contact us at: [support@badotherm.com](mailto:support@badotherm.com)Onderkant formulier

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## **TERMS OF USE**

### **Legal**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES OF BADOOTHERM.COM/BASECAL.COM. BY CLICKING ON THE "I ACCEPT TO THE BADOOTHERM TERMS OF USE" CHECKBOX ANYWHERE ON THE WEBSITE, YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK ON THE "I ACCEPT TO THE BADOOTHERM TERMS OF USE" CHECKBOX AND YOU WILL NOT HAVE ANY RIGHT TO USE THE SERVICES. BADOOTHERM'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS AND CONDITIONS ARE CONSIDERED AN OFFER BY BADOOTHERM, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

The purpose of this website, Badotherm.com and/or BaseCal.com (the "Website"), owned and operated by Badotherm ("Badotherm" or "we"), is to provide diaphragm seal calculation services (the "Services"). The Website is intended for persons and entities wishing to calculate, simulate, and acquire knowledge regarding diaphragm seal calculations offered through the Website. The Website is accessed by you ("User" or "you") under the following terms and conditions:

### **Access to the Services**

Subject to the terms and conditions of this Agreement, Badotherm may offer to provide the Services, as described more fully on the Website, and which are selected by you, solely for your own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services Badotherm performs for you, as well as the offering of any content on the Website. Badotherm may change, suspend or discontinue the Services at any time, including the availability of any feature, tool, database, or content. Badotherm may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. Badotherm reserves the right, at its discretion, to modify these Terms of Use (including, without limitation, changing the amount of the monthly subscription fees charged for Premium Memberships as described below) at any time by posting a notice on the Website, or by sending you a notice via e-mail. You shall be responsible for reviewing and becoming familiar with any such modifications.

Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified. You certify to Badotherm that if you are an individual (i.e., not a corporate entity) you are (a) of legal age to form a binding contract with Badotherm and (b) not barred from receiving the Services under the laws of the Netherlands or other countries including the country in which you are resident or from which you use the Services. If you are under eighteen (18) years old, you may use the Website only with the consent and under the supervision of a parent or legal guardian.

Badotherm will use reasonable efforts to ensure that the Website and Services are available twenty-four hours a day, seven days a week. However, there will be occasions when the Website and/or Services will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment. Every reasonable step will be taken by Badotherm to minimize such disruption where it is within Badotherm's reasonable control. YOU AGREE THAT NEITHER BADOTHERM NOR THE WEBSITE WILL BE LIABLE IN ANY EVENT TO YOU OR ANY OTHER PARTY FOR ANY SUSPENSION, MODIFICATION, DISCONTINUANCE OR LACK OF AVAILABILITY OF THE WEBSITE, THE SERVICES, YOUR USER CONTENT (AS DEFINED HEREIN) OR OTHER CONTENT. Badotherm retains the right to create limits on use and storage in its sole discretion at any time with or without notice.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Website or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

## **Website Content**

The Website and its contents are intended solely for the use of Badotherm Users and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Website, other than content developed or posted by User ("User Content") including, but not limited to text, graphics, logos, tools, photographs, images, illustrations, audio and video, and animations ("Content") are the property of Badotherm and/or third parties and are protected by Dutch and international copyright laws. As between you and Badotherm, however, you own and retain sole and exclusive right, title and interest in and to all of your User Content (subject only to the limited license therein granted to Badotherm under this Section 2). All trademarks, service marks, and trade names which appear on the Website (other than those appearing in any User Content) are proprietary to Badotherm and/or third parties. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Services.

The Website is protected by copyright as a collective work and/or compilation, pursuant to Dutch copyright laws, international conventions, and other copyright laws. You may not copy, modify, publish, transmit, upload, distribute, perform, display, or except as expressly provided in this Agreement, participate in the transfer or sale of, reproduce, or create derivative works based on, any of the Content, software, materials, or Services in whole or in part.

Badotherm reserves the right to remove any User Content from the Website, suspend or terminate your right to use the Services at any time at its discretion, or pursue any other remedy or relief available to Badotherm and/or the Website under equity or law for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content or if Badotherm is concerned that you

may have breached the immediately preceding sentence). You are responsible for all Content posted under your username, including Content contributed by a third party whom you have authorized to post Content under your username

Any comments, suggestions, or feedback relating to the Website or the Services (collectively "Feedback") submitted to Badotherm shall become the property of Badotherm or its designee. We will not be required to treat any Feedback as confidential, and will not be liable for any ideas (including without limitation, product, Website or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future Website, Services, or operations. Without limitation, we will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere. We will be entitled to use the Feedback for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Feedback. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

## **Restrictions**

You are responsible for all of your activity in connection with the Services and accessing the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to the Services or to access the Website. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Badotherm user.

Use of the Website or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited. Under no circumstances will you use the Website or the Service to (a) send unsolicited e-mails, bulk mail, spam or other materials to users of the Website or any other individual, (b) harass, threaten, stalk or abuse any person or party, including other users of the Website, (c) create a false identity or to impersonate another person, or (d) post any false, inaccurate or incomplete material or delete or revise any material that was not posted by you or others you have authorized to post Content under your account.

## **Warranty Disclaimer**

Badotherm has no special relationship with or fiduciary duty to you. You acknowledge that Badotherm has no control over, and no duty to take any action regarding: which Users gain access to the Website; which Content you access via the Website; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. Much of the Content of the Website is provided by and is the responsibility of the User who posted the Content. Badotherm does not monitor the Content of the Website and takes no responsibility for such Content. You release Badotherm from all liability for your having acquired or not acquired Content through the Website. Badotherm makes no representations concerning any content contained in or accessed through the Website, and Badotherm will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Website.

ALTHOUGH BADOTHERM AND THE WEBSITE WILL MAKE REASONABLE EFFORTS TO STORE AND PRESERVE THE MATERIAL RESIDING ON THE WEBSITE, NEITHER BADOTHERM NOR THE WEBSITE IS RESPONSIBLE OR LIABLE IN ANY WAY FOR THE FAILURE TO STORE, PRESERVE OR ACCESS CONTENT OR OTHER MATERIALS YOU TRANSMIT OR ARCHIVE ON THE WEBSITE.

THE SERVICES, CONTENT, WEBSITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BADOTHERM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE WEBSITE, THE SERVICES, INCLUDING ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE WEBSITE OR SERVICES WILL (A) BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) BE FREE FROM ERRORS OR THAT DEFECTS WILL BE CORRECTED, (D) BE

FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT ALLOWED BY LAW, BADOTHERM DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, AVAILABILITY, COMPLETENESS, LEGALITY OR OPERABILITY OF THE MATERIAL OR SERVICES PROVIDED ON THIS WEBSITE. BY USING THIS WEBSITE, YOU ACKNOWLEDGE THAT BADOTHERM IS NOT RESPONSIBLE OR LIABLE FOR ANY HARM RESULTING FROM (1) USE OF THE WEBSITE; (2) DOWNLOADING INFORMATION CONTAINED ON THE WEBSITE; (3) UNAUTHORIZED DISCLOSURE OF IMAGES, INFORMATION OR DATA THAT RESULTS FROM THE UPLOAD, DOWNLOAD OR STORAGE OF CONTENT POSTED BY USERS; (4) THE TEMPORARY OR PERMANENT INABILITY TO ACCESS OR RETRIEVE ANY USER CONTENT FROM THE WEBSITE, INCLUDING, WITHOUT LIMITATION, HARM CAUSED BY VIRUSES, WORMS, TROJAN HORSES, OR ANY SIMILAR CONTAMINATION OR DESTRUCTIVE PROGRAM; (5) CONTENT POSTED IN ANY FORUM OR COMMUNITY AREA OF THE WEBSITE; AND (6) UNAUTHORIZED DISCLOSURE OF IMAGES, INFORMATION OR DATA THAT RESULTS FROM THE UPLOAD, DOWNLOAD OR STORAGE OF POSTED CONTENT.

### **Third Party Websites**

Users of the Website may gain access from the Website to third party websites on the Internet through hypertext or other computer links on the Website. Third party sites are not within the supervision or control of Badotherm or the Website. Unless explicitly otherwise provided, neither Badotherm nor the Website make any representation or warranty whatsoever about any third party website that is linked to the Website, or endorse the products or services offered on such site. Badotherm and the Website disclaim: (a) all responsibility and liability for content on third party websites and (b) any representations or warranties as to (i) the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and (ii) the functionality of third party sites if you export User Content onto them. You hereby irrevocably waive any claim against the Website or Badotherm with respect to such sites and third party content.

### **Registration and Security**

As a condition to using Services, you will be required to register with Badotherm and select a username and password. You shall provide Badotherm with accurate, complete, and updated registration information, including your e-mail address. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account. You may not (a) select or use as a username a name of another person with the intent to impersonate that person; or (b) use as a username a name subject to any rights of a person other than you without appropriate authorization. You shall be responsible for maintaining the confidentiality of your Badotherm/BaseCal password. You are solely responsible for any use of or action taken under your password and accept full responsibility for all activity conducted through your account and agree to and hereby release the Website and Badotherm from any and all liability concerning such activity. You agree to notify Badotherm immediately of any actual or suspected loss, theft, or unauthorized use of your account or password. The Website will take reasonably security precautions when using the internet, telephone or other means to transport data or other communications, but expressly disclaims any and all liability for the accessing of any such data communications by unauthorized persons or entities.

### **Indemnity**

You will indemnify and hold Badotherm, its directors, officers and employees (the "Badotherm Indemnified Parties"), harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your access to the Website, use of the Services, your violation of this Agreement, or the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity.

### **Limitation of Liability**

IN NO EVENT SHALL BADOTHERM, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR MEMBERS BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICES FOR (A) ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) DAMAGES FOR LOSS OF USE, PROFITS, DATA, IMAGES, USER CONTENT OR OTHER INTANGIBLES; (C) DAMAGES FOR UNAUTHORIZED USE, NON-PERFORMANCE OF THE

WEBSITE, ERRORS OR OMISSIONS; OR (D) DAMAGES RELATED TO DOWNLOADING OR POSTING CONTENT.

## **Membership Levels and Payment**

Use of the service is currently provided at no charge. Badotherm reserves the right to institute new membership plans and levels, including paid plans in the future at its sole discretion, with reasonable notice.

## **Termination**

Either party may terminate the Services at any time by notifying the other party by any means. Badotherm may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Services, and access the Website and any Content will immediately cease. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Website and the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to Badotherm or the Website, including without limitation any indemnification obligations contained herein.

## **Privacy**

Please review our Privacy Policy, which governs the use of personal information on the Website and to which you agree to be bound as a user of the Website.

## **Miscellaneous**

This Agreement (including the Privacy Policy), as modified from time to time, constitutes the entire agreement between you, the Website and Badotherm with respect to the subject matter hereof. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Badotherm shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Badotherm's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with Badotherm's prior written consent. Badotherm may assign this Agreement in whole or in part at any time without your consent.

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands without regard to the conflict of laws provisions thereof. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Badotherm in any respect whatsoever. Any notice to the Website that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to [support@Badotherm.com](mailto:support@Badotherm.com) or when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to Badotherm, Kelvinstraat 13, 3316 GM, Dordrecht, the Netherlands, Attn: Legal Dept.