

## **Terms of Use**

### **Overview**

Please review these Terms of use, which govern your use of Miratech Website (“Website”). The following are terms of a legal agreement between you and Miratech Inc. and its affiliates (“Miratech”). By accessing, browsing, or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, please do not use this Website.

Miratech may, without noticing you, at any time revise these Terms of Use and any other information contained in this Website by updating information contained herein. Miratech may also make improvements or changes in the products, services, or programs described in this Website at any time without notice.

### **Intellectual Property**

This Website and all of its original content are the sole property of Miratech and are, as such, fully protected by the appropriate international copyright and other intellectual property rights laws.

### **General**

Use of this Website and the materials contained herein as well as claims relating to it are governed by the laws of the State of New York. If you choose to access this Website from location outside of United States, you do so on your own initiative and are responsible for compliance with applicable local laws.

This Website contains proprietary notices and copyright information, the terms of which must be observed and followed.

This Website and all content in this Website may not be copied, reproduced, uploaded, posted, transmitted, republished, distributed, or used for the creation of derivative works without Miratech’s prior written consent, except that Miratech grants you non-exclusive, non-transferable, limited permission to access and display the information within this Website, solely on your computer and for your personal, non-commercial use of this Website. This permission is conditioned on your not modifying the content displayed on this Website, your keeping intact all copyright, trademark, and other proprietary notices, and your acceptance of any terms, conditions, and notices accompanying the content or otherwise set forth in this Website. Notwithstanding the foregoing, any software and other materials that are made available for downloading, access, or other use from this Website with their own license terms, conditions, and notices will be governed by such terms, conditions, and notices.

Your failure to comply with the terms, conditions, and notices on this Website will result in automatic termination of any rights granted to you by these Terms, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control. Except for the limited permission in the preceding paragraph, Miratech does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this Website on another website or in any other media.

## **Disclaimer**

Information on this Website is not promised or guaranteed to be correct, current, or complete, and this Website may contain technical inaccuracies or typographical errors. Miratech assumes no responsibility (and expressly disclaims responsibility) for updating this Website. Accordingly, you should confirm the accuracy and completeness of all posted information before making any decision related to any services, products, or other matters described in this Website.

Miratech provides no assurances that any reported problems will be resolved by Miratech, even if Miratech elects to provide information addressing such problems.

## **Confidential Information**

Any information or material sent to Miratech will be deemed NOT to be confidential unless otherwise provided for in these Terms. By sending Miratech any information or material, you grant Miratech an unrestricted, irrevocable license to copy, reproduce, upload, post, transmit, distribute, publish, perform, modify, publicly display, create derivative works from, and otherwise freely use, those materials or information. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (i) we first notify you that the materials or other information you submit to a particular part of this Website will be published or otherwise used with your name on it; or (ii) we are required to do so by law. Personal information that you submit to Miratech for the purpose of receiving products or services will be handled in accordance with our privacy policies.

## **References to third parties**

This Website may provide links or references to third parties websites and resources. Miratech makes no representations, warranties, or other commitments whatsoever about any third parties websites or resources that may be referenced, accessible, or linked from Miratech Website. A link to a third-party website does not mean that Miratech endorses the content or use of such website or its owner. In addition, Miratech is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from a Website. Accordingly, you acknowledge and agree that Miratech is not responsible for the availability of such external websites or resources, and is not responsible or liable for any content, services, products, or other materials on or available from those websites or resources.

## **Linking to This Website**

All links to this Website must be approved in writing by Miratech. As a further condition to being permitted to link to this Website, you agree that Miratech may at any time, in its sole discretion, terminate permission to link to this Website. In such event, you agree to immediately remove all links to this Website.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL MIRATECH BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEBSITE OR ANY USE OF THIS WEBSITE, OR OF ANY WEBSITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEBSITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF MIRATECH IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.

## **DISCLAIMER OF WARRANTY**

USE OF THIS WEBSITE IS AT YOUR SOLE RISK. ALL MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES WHATSOEVER. MIRATECH EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITATION, MIRATECH MAKES NO WARRANTY OR GUARANTEE THAT THIS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, OR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM.

Additional or different terms, conditions, and notices may apply to specific materials, information, products, software, and services offered through this Website. In the event of any conflict, such additional or different terms, conditions, and notices will prevail over these Terms of Use.

## **Privacy Notice**

### **Personal Information we may collect and process**

You can visit our website at any time without informing us who you are or providing us any personal information.

However, we may collect information at our websites in two ways: (1) directly (for example, when you provide information, such as your name, email address, designation, company, country and telephone number, to sign up for a newsletter or register to comment on a forum website); and (2) indirectly (for example, through our website's technology, we may collect certain information such as your IP address, demographics, your computers' operating system, and browser type).

We do not attempt to track your personal information in order to identify you. We collect such information in order to make up the web traffic routing, to diagnose problems with server for administration of our website, to better understand how you interact with our website and services and to re-design and upgrade the website for better use. If you choose not to provide your personal information that is mandatory to process your request, we may not be able to provide the corresponding service.

### **Use of collected information**

We use personal data to provide you with information you request, process online job applications, and for other purposes which we would describe to you at the point where it is collected or which will be obvious to you. For example:

To further fulfill your requirements on products and services

To contact you with the aim of developing a business relationship

To feedback to your idea and/or to provide you relevant information at your requirements

To contact you for marketing purpose such as customer surveys

To inform you about our company

To obey regulations in applicable laws.

### **Data recipients, transfer, and disclosure of personal information**

We do not share your personal information with third parties without seeking your prior permission. We will seek your consent prior to using or sharing personal information for any purpose beyond the requirement for which it was originally collected.

However, we may share your personal information within Miratech or with any of its subsidiaries, business partners, service vendors, authorized third-party agents, or contractors located in any part of the world for the purposes of data processing, storage, or to provide a requested service or transaction, after ensuring that such entities are contractually bound by data privacy obligations.

When required, we may disclose personal information to external law enforcement bodies or regulatory authorities, in order to comply with legal obligations.

We do not intend for our websites or online services to be used by anyone under the age of 13. If you are a parent or guardian and believe we may have collected information about a child, please contact us as described in this Privacy Statement.

### **Cookies policy**

When you access to our websites, we will use “website assessment diary”- a cookie technology to collect additional website usage data. A cookie is a small data file that we transfer to your computer to facilitate your assessment to our websites.

We may use information collected from our cookies to identify user behavior and to serve content and offers based on your profile, and for the other purposes described below, to the extent legally permissible in certain jurisdictions. In addition, when you visit our websites, our advertisement partners, whom we have engaged for re-marketing, may introduce cookies. Based on your browsing of our website you may see our advertisements while browsing through our advertisement partner websites and/or their network websites.

Such cookies would allow us to monitor the effectiveness of the advertisements and to make the advertisements more relevant to you. By using our site you agree that we can place cookies on your device as explained herein. If you want to remove existing cookies from your device you can do this using your browser options. Most Internet browsers automatically accept cookies. You can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

### **Data Security**

Miratech commits to secure your personal information with securities measures in place. The measures will help protecting data from the misuse, loss, leakage and/or alteration of information. Your personal information is access restricted to authorize Miratech’s personnel for the sake of providing service at your requirements and/or for Miratech’s audit, internal audit and for the purpose of law obligation. We strictly require our personnel, in any way, to protect your personal information and have use all measurements, technology and recognized security process for this purpose in compliance with government authorizations’ regulations.

Regarding your use of our websites you should understand that the open nature of the Internet is such that information and personal data may flow over networks connecting you to our systems without security measures and may be accessed and used by people other than those for whom the data is intended.

### **Links to other websites**

This site contains links to other websites but they are neither Miratech’s websites nor under control of Miratech. Miratech is not responsible for the privacy practices or the content and transactions of such websites. You are required to read carefully the Privacy part of those linked websites to assure that you

have fully understood the way of personal information collection and sharing before providing your own information. You shall take all responsibility of risk that may incur when using those websites.

### **Changes to Privacy Notice**

Miratech reserves the rights to change, modify, add or remove in whole or in part this Privacy Notice at its sole discretion, at any time. Therefore, you are responsible for regularly reviewing this statement. Changes of this Privacy Notice will be posted on this Website so as to notice you about them. These changes will also be effective when they are posted. Your continued use of this statement constitutes your agreement to all such terms.

### **Contacting for more details**

If you have any questions about our Privacy Notice or about how to protect your personal information, you can contact Miratech through this email address: [dataprotection@miratechgroup.com](mailto:dataprotection@miratechgroup.com).