

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Experts Without Borders (Experts Sans Frontières), the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by Experts Without Borders (Experts Sans Frontières) and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Experts Without Borders (Experts Sans Frontières) and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

1. All Content included on the Website, unless uploaded by Users, is the property of Experts Without Borders (Experts Sans Frontières), our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

2. You may, for your own personal, non-commercial use only, do the following:

a. retrieve, display and view the Content on a computer screen

3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Experts Without Borders (Experts Sans Frontières).

4. You acknowledge that you are responsible for any Content you may submit via the Website, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the Website any Content that (i) is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Website.

5. You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any

provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Experts Without Borders (Experts Sans Frontières) for all claims resulting from Content you supply.

6. You may not use the Website for any of the following purposes:

a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

7. You must ensure that the details provided by you on registration or at any time are correct and complete.

8. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

9. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.

10. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

11. When you register on this Website, you will be granted with a password (than you can modify at all times), which you should keep confidential and not disclose or share with anyone.

12. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

13. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Experts Without Borders (Experts Sans Frontières) or that of our affiliates.

14. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

15. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

16. Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the following: [https:// https://www.expertswithoutborders.org/privacy-policy](https://www.expertswithoutborders.org/privacy-policy)

17. Any online facilities, tools, services or information that Experts Without Borders (Experts Sans Frontière) makes available through the Website (the Service) is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Experts Without Borders (Experts Sans Frontières) is under no obligation to update information on the Website.

18. Whilst Experts Without Borders (Experts Sans Frontières) uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

19. Experts Without Borders (Experts Sans Frontières) accepts no liability for any disruption or non-availability of the Website.

20. Experts Without Borders (Experts Sans Frontières) reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

21. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

22. To the extent that the Website and Content used, we will not be liable to you for any loss or damage of any kind.

23. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

24. To the maximum extent permitted by law, Experts Without Borders (Experts Sans Frontières) accepts no liability for any of the following:

a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

b. loss or corruption of any data, database or software;

c. any special, indirect or consequential loss or damage.

25. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

26. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

27. These terms and conditions together with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions

28. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

29. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

30. Products and services offered by Experts Without Borders (Experts Sans Frontières) may have additional terms and conditions which shall be disclosed and accepted during the contracting steps of such products or service.

31. Prices and fees for the products and services offered by Experts Without Borders (Experts Sans Frontières) are charged in the EUR currency and may be variable depending on the country of residence of the contracting user. Such price variation is applied by multiplying a fixed price reference by the Human Development Index (HDI) of the concerned country.  
Member Expert:

> Registration fee: Upon registration a fixed reference price of EUR 300 is due in order to cover the file review and can vary down depending on the country of residence of the user. This registration fee will not be reimbursed by Experts Without Borders (Experts Sans Frontières) because it represents the cost of analyzing your file.

> Annual membership fee: The annual subscription fee is fixed at EUR 390 and may vary down depending on the country of residence of the user. Some added value services can be proposed in addition to the basic services and charged independently.

>Both registration fee and annual membership fee are billed year on year and the amount can be changed from year on year.

> Mandate fee: Experts Without Borders (Experts Sans Frontières) puts lots of efforts in finding mandates for its members. If Experts Without Borders finds a mandate for an Expert and based on this proposed match, this Expert gets the mandate, Experts Without Borders (Experts Sans Frontières) will charge to the Expert 15% of the total amount billed by the Expert to the other party, unless there is a specific other written agreement. The expert will pay this mandate fee separately in the next 30 days after contracting for the mandate.

Member Courts and Clients:

> Annual membership fee and registration fee: There is no registration fee nor a membership fee for the first year. However, some added value services can be proposed in addition to the basic services and charged independently and at the beginning of the second year, there will be a minimum yearly fee additionally charged.

32. If Experts Without Borders (Experts Sans Frontières) offers to its members to create for free some content for Experts Without Borders (Experts Sans Frontières) (eg article, video, podcast, etc.), the member who participate in the content accepts that Experts Without Borders (Experts Sans Frontières) has the right to publish or to refuse the publication. If Experts Without Borders (Experts Sans Frontières) decides to publish the content, Experts Without Borders (Experts Sans Frontières) will publish it under its name, reserve the right to modify the content and publish it according to the publication methods of its choice, at the time of its choice, and to the audience of their choice. In any case, the member who participates in the writing of this content cannot request any remuneration for this content. If Experts Without Borders (Experts Sans Frontières) decides to refuse the publication, Experts Without Borders (Experts Sans Frontières) cannot be mentioned in this article.

33. Cancellation and refunds of paid registration, services and or subscriptions are only possible within the 14 days that follow the date of the online application submission. Beyond this period the services and subscriptions are deemed consumed and or non-refundable. Renewals of subscriptions are automatic and deemed due unless a request for cancellation is submitted at least 30 days before the date of renewal.

34. Returns of purchased products such as merchandizing or any other tangible goods are possible within a maximum of 30 days past the payment date. Returns may be subject to verifications and prior acceptance by Experts Without Borders (Experts Sans Frontières).

35. This Agreement shall be governed by and interpreted according to the laws of Switzerland and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Swiss courts.

36. Experts Without Borders (Experts Sans Frontières) is an association registered in Switzerland under number CHE-281.737.973 whose registered address is Chemin du Pommier 1, 1218 Le Grand-Saconnex, Switzerland and it operates the Website [www.expertswithoutborders.org](http://www.expertswithoutborders.org) and [www.expertssansfrontieres.org](http://www.expertssansfrontieres.org).

You can contact Experts Without Borders (Experts Sans Frontières) by email on [info@expertswithoutborders.org](mailto:info@expertswithoutborders.org)