Introduction

Please read these Terms and Conditions carefully. By accessing the website of Solar Impulse and/or any pages thereof (hereinafter the "Website"), you signify your agreement with and understanding of the following Terms and Conditions and the legal information pertaining to both this Website and any material on it. If you do not agree to these Terms and Conditions, do not access this Website. In addition, when using particular services, you and Solar Impulse shall be subject to any posted 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.

Solar Impulse 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 Solar Impulse SA, EPFL Scientific Park, CH-1015 Lausanne, Switzerland. All rights reserved. © Solar Impulse SA 2004 – 2013.

The name “Solar Impulse” and its logos are registered trademarks of Solar Impulse. Besides, the content of the Website, subject to the rights of third parties under contract with Solar Impulse, is the exclusive property of Solar Impulse.

Various text, picture, video and data elements on the Website have been supplied by third parties under contract with Solar Impulse.

Solar Impulse shall bear no responsibility whatsoever for unauthorized copying and/or use of any material property of third parties on the Website.

Nothing in the Website is designed to 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 remain the exclusive property of Solar Impulse SA.

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 only provided that (i) you do not modify any such page or any such material and (ii) you include these Terms and Conditions with any reproduction. Any
unauthorized reproduction for public and/or commercial purposes of the Website or any part thereof is a violation of Solar Impulse’s rights.

**No offer of service**

Unless otherwise stated so, the material on the Website is intended to be for informational purposes only. Solar Impulse makes no representation that 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.

**Disclaimer**

Although Solar Impulse has taken all reasonable care that the information contained within the Website is accurate at the time of publication, no representation or guarantee (including liability towards third parties), expressed or implied, is made as to its accuracy, reliability or completeness.

Therefore, Solar Impulse assumes no liability for the use or interpretation of information 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, Solar Impulse assumes no responsibility for, and makes no guarantees that (i) the Website and services on the Website will meet your requirements, (ii) access to the Website and its use will be uninterruptedly possible, (iii) services and functions on the Website will be uninterrupted, timely, secure or error-free, (iv) 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 to your computer system or loss of data that results from the download of any such material.

ANY RESPONSIBILITY OF SOLAR IMPULSE, ITS AFFILIATES, ITS OFFICERS, ITS EMPLOYEES, ITS REPRESENTATIVES AND ITS AGENTS IS EXCLUDED, EXCEPT IN THE EVENT OF FRAUD OR GROSS NEGLIGENCE OF SOLAR IMPULSE ITSELF.

**Links from and to the Website**

You acknowledge and agree that Solar Impulse 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 Solar Impulse 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. Solar Impulse does not
author, edit, or monitor the content, links, or services provided by third parties. SOLAR
IMPULSE 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 USE OF OR RELIANCE ON ANY SUCH CONTENT, PRODUCTS,
OR OTHER MATERIAL AVAILABLE ON THE WEBSITE OR ON THIRD PARTY LINKED
WEBSITES.

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

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

(i) to ask prior written approval of Solar Impulse to establish a link to the Website;
(ii) not to include the Website into the frame of another website and to create a direct link
to Solar Impulse’s official Website at
(iii) not to create any third party association with the Website; and
(iv) to ensure that the link does not state or imply that Solar Impulse sponsors or
endorses any other website activity, company or entity, or presents Solar Impulse in a false,
misleading, defamatory or derogatory manner.

The link to our Website does not permit you to use any Solar Impulse 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 Solar Impulse and its affiliates,
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 elements of, the Website.

Privacy & Security

Solar Impulse 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 Solar Impulse by e-mail, you should note that the security of
Internet e-mail 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
over the Internet.

Applicable law and Jurisdiction
BY ACCESSING 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 USE OF THE WEBSITE.

IN THE CASE OF A DISPUTE, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF LAUSANNE, SWITZERLAND.