

Website Terms of Use — Santal SA

WEBSITE TERMS OF USE

Last updated: 3 September 2026

1. About these Terms

These Website Terms of Use (the **Terms**) govern access to and use of the website available at <https://santalarch.com>, including its pages, content and functionality (the **Website**).

The Website is operated by:

Santal SA

Via Prati Botta 6

6917 Barbengo, Lugano

Canton of Ticino, Switzerland

Registered with the Commercial Register of the Canton of Ticino

UID: CHE-408.978.756

Commercial register number: CH-501.3.024.403-0

Telephone: —

Email: info@santalarch.com

In these Terms, **Santal**, **we**, **us** and **our** refer to Santal SA.

By accessing or using the Website, you acknowledge these Terms. If you do not agree with them, please do not use the Website.

2. Purpose and scope of the Website

The Website presents Santal, its approach, services, projects and selected areas of expertise, including architecture, interior design, consulting, procurement, marketing, project delivery and related activities.

The Website and all content made available through it are provided for general information and presentation purposes only. They do not constitute architectural, engineering, technical, legal, financial, investment or other professional advice and should not be relied upon as such.

Nothing on the Website constitutes an offer, quotation, guarantee, promise of performance or invitation capable of acceptance. Accessing the Website, submitting an enquiry or communicating with Santal does not create a client, advisory, agency, fiduciary or other contractual relationship.

Any services provided by Santal are subject to a separate written agreement defining the applicable scope, fees, programme, responsibilities and other project-specific terms. If these Terms conflict with a signed agreement between Santal and a client, the signed agreement prevails in relation to the relevant services.

3. Professional services and local requirements

References on the Website to architecture, interior design, engineering coordination, procurement, project delivery or other professional activities do not represent that Santal or any member of its team is registered, licensed or otherwise authorised to perform regulated professional services in every country, canton, state or other jurisdiction.

The availability, scope and manner of providing any service depend on the nature and location of the project, applicable professional, planning and building laws, and the terms of the relevant written agreement.

Where applicable law requires a service, submission, certification, approval or assumption of professional responsibility to be carried out by a locally registered or licensed architect, engineer or other professional, Santal's standard delivery model is to collaborate with an appropriately qualified local Architect of Record and, where relevant, an Engineer of Record or other locally appointed consultant. The allocation of regulated work, professional responsibility, review, signature, submission and supervision will be defined in the applicable project agreement.

Santal may provide concept design, design consultancy, coordination and other non-reserved services in collaboration with such professionals. Nothing on the Website constitutes an offer to provide regulated services in a jurisdiction where doing so would be unlawful.

4. Project information and visual materials

Project descriptions, drawings, plans, dimensions, areas, specifications, schedules, budgets, renderings, photographs, videos and other visual or technical materials displayed on the Website may be conceptual, preliminary, illustrative, incomplete or subject to change.

Visualisations and photographs may include artistic interpretation, staged elements, third-party products, proposed materials or conditions that differ from the completed or final project. Santal does not warrant that any project, product, material, result or service will be available or realised exactly as shown.

Artificial-intelligence systems and other digital tools may be used only for ancillary visual enhancement and presentation effects, such as adding people, vegetation, atmosphere, lighting or comparable contextual elements, or for retouching and compositing. The architectural and interior designs presented as Santal's work are the result of human professional authorship, creative direction and design judgement; Santal does not present AI as the author or originator of those designs.

Accordingly, certain images, visualisations or videos may combine real, proposed, conceptual, computer-generated and AI-assisted elements. They must not be treated as an unaltered photographic record, documentary evidence, a construction document, a technical specification, or an exact representation of an existing or future condition.

Where required by applicable law, or where reasonably necessary to avoid a misleading impression, Santal will identify content that has been generated or materially manipulated using artificial intelligence and may also use machine-readable disclosures or other technical markings.

References to a project, location, client, collaborator, supplier or brand do not by themselves imply ownership, endorsement, sponsorship, partnership or an ongoing commercial relationship. Certain information may be withheld, simplified or anonymised to protect clients, collaborators and confidential project matters.

5. Intellectual property

Unless expressly stated otherwise, the Website and its content - including its design, structure, text, names, logos, graphics, photographs, videos, renderings, plans, drawings, layouts, concepts, selection and arrangement - are owned by, licensed to or otherwise lawfully used by Santal and are protected, where applicable, by copyright, trade mark and other intellectual property laws.

Unless an individual item is expressly identified otherwise, all rights in the photographs, renderings and other images published on the Website are held by Santal.

No transfer of any intellectual property right is made under these Terms. All rights not expressly granted are reserved by Santal and the relevant rights holders.

Third-party credits and notices displayed with any content must be respected. Content identified as belonging to a photographer, visualisation studio, architect, designer, client, supplier or other third party may be used only with the permission of the relevant rights holder.

Artificial-intelligence-assisted and digitally modified materials remain subject to these Terms to the extent that Santal or the relevant rights holders have rights in those materials, their constituent elements, their selection or arrangement, or the trade marks and branding displayed in them. Their inclusion on the Website does not grant permission to reproduce any underlying material, project design, trade mark or other protected element.

Santal makes reasonable efforts to identify third-party rights and provide appropriate credits. If you believe that a credit or rights notice is inaccurate or has been omitted, please contact info@santalarch.com with sufficient information to identify the relevant material.

6. Permitted viewing and sharing

You may access and view publicly available Website content for your own lawful personal or professional information.

You may share a link to a publicly available page of the Website. You may also repost an individual image owned by Santal on social media for genuine editorial or informational purposes, provided that:

- the image is not used in paid advertising, a sponsored campaign, the promotion of third-party goods or services, or any misleading commercial context;
- the image is not materially altered, misrepresented or presented in a way that harms the integrity of the work or Santal's reputation;
- all embedded notices, watermarks and third-party credits are preserved;
- Santal is clearly credited as **Santal SA** and the post includes a clickable link to <https://santalarch.com>; and
- the use does not suggest that Santal endorses, sponsors or is affiliated with the user or the user's activities.

This permission applies only to content owned by Santal. It does not apply to content carrying a third-party credit or notice, or to plans, drawings, layouts, technical documents, confidential material, client information or complete collections of images.

Press publications, commercial platforms and other professional publishers wishing to reproduce Website content beyond an ordinary social-media repost must obtain Santal's prior written permission by contacting info@santalarch.com.

Santal may withdraw the permission granted in this section for a particular use by written notice where the use does not comply with these Terms or reasonably risks harm to Santal, a project, a client or a third-party rights holder.

7. Prohibited use

Without Santal's prior written permission, you must not:

- reproduce, distribute, publish, sell, license, modify or commercially exploit the Website or its content, except as expressly permitted in Section 6;
- copy or use Santal's project materials, concepts, plans, layouts or design elements to develop, market or execute another project;
- remove or alter a copyright notice, credit, watermark, trade mark or other rights notice;
- scrape, harvest, systematically download or extract Website content or data;
- use Website content to create a dataset or to train, develop, test or improve an artificial-intelligence or machine-learning model;
- submit, upload or otherwise use Website content as a prompt, reference image, style input, conditioning material or source for an artificial-intelligence system, including for image generation, imitation or the creation of derivative content;
- use automated systems to access the Website in a manner that places an unreasonable load on it or circumvents technical restrictions, except conventional search-engine indexing in accordance with Santal's published technical instructions;
- attempt to gain unauthorised access to the Website, its server, data or connected systems, or introduce malware or other harmful code;
- impersonate Santal or falsely represent an association with Santal;
- use the Website for an unlawful, fraudulent, defamatory, misleading or rights-infringing purpose; or
- interfere with the operation, security or availability of the Website.

To the fullest extent permitted by applicable law, Santal expressly reserves all rights in relation to text and data mining, computational analysis, automated extraction and artificial-intelligence training, including the reservation of rights contemplated by Article 4(3) of Directive (EU) 2019/790 and equivalent or successor provisions. This reservation applies to all Website content and may also be expressed through machine-readable means.

8. Enquiries and information submitted through the Website

The Website may allow you to submit an enquiry and provide information such as your name, email address, area of interest, project type and approximate project area.

You are responsible for ensuring that information you submit is accurate, lawful and does not infringe the rights of another person. You must not submit unlawful material, sensitive personal data that is unnecessary for the enquiry, trade secrets, or confidential information belonging to a third party without authority.

Submitting an enquiry does not oblige Santal to respond, accept an instruction, reserve capacity, provide a proposal or enter into an agreement. No project or service engagement begins unless and until the parties enter into a separate written agreement.

The processing of personal data submitted through the Website is described in our Privacy & Cookie Policy.

9. Third-party websites and services

The Website may contain links to, integrations with or content provided by third parties. These may include messaging services, maps, social networks, video platforms, security services and other external tools.

Third-party websites and services are operated independently and are subject to their own terms and privacy practices. Santal does not control and is not responsible for their availability, security, accuracy, content or practices. A link or integration does not imply endorsement unless expressly stated.

10. Privacy and cookies

Santal processes personal data in accordance with its Privacy & Cookie Policy. Information about cookies and similar technologies, the purposes for which they are used and the choices available to users is provided in that policy and through the Website's Cookie Settings, where applicable.

The Privacy & Cookie Policy is a separate notice and does not expand the scope of services or create a client relationship.

11. Website availability and security

Santal may change, suspend, restrict or discontinue any part of the Website at any time. We do not guarantee that the Website will always be available, uninterrupted, secure, current or free from errors, defects, viruses or other harmful elements.

You are responsible for using appropriate devices, software, security measures and backups when accessing the Website.

12. Disclaimer and limitation of liability

The Website and its content are provided on an **as available** basis. To the fullest extent permitted by applicable law, Santal makes no representation or warranty, express or implied, regarding the completeness, accuracy, reliability, suitability or availability of the Website or its content.

You use the Website and rely on its content at your own discretion and risk. To the fullest extent permitted by applicable law, Santal is not liable for loss or damage arising from or connected with:

- reliance on Website content or preliminary project information;
- the use of, or inability to use, the Website;
- interruption, delay, technical error, malware, data loss or unauthorised access;
- a third-party website, service, integration or content; or
- any indirect, incidental or consequential loss, or loss of profit, revenue, business, opportunity, goodwill or data.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for wilful misconduct or gross negligence, or any mandatory rights available under applicable law.

13. Suspension of access

Santal may restrict or suspend access to the Website where it reasonably believes that a user has breached these Terms, infringed the rights of Santal or another person, created a security risk, or used the Website unlawfully.

14. Changes to the Website and these Terms

Santal may update the Website and these Terms from time to time. The version published on the Website is the current version, and the date of the latest update appears at the top of this page.

Changes apply from the date of publication unless a later date is stated. You should review these Terms periodically if you continue to use the Website.

15. Governing law and jurisdiction

These Terms and any non-contractual obligations arising out of or in connection with them are governed by the substantive laws of Switzerland, excluding its conflict-of-laws rules.

Subject to any mandatory jurisdiction or rights that cannot lawfully be excluded, the courts of Lugano, Canton of Ticino, Switzerland, have exclusive jurisdiction over any dispute arising out of or in connection with the Website or these Terms.

Nothing in this section deprives a consumer of the protection of mandatory provisions or a mandatory forum available under the law applicable to that consumer.

16. General provisions

If any provision of these Terms is held to be invalid, unlawful or unenforceable, the remaining provisions remain in effect. The affected provision will apply to the maximum extent permitted by law and, where necessary, will be interpreted or replaced in a manner that most closely reflects its lawful purpose.

Santal's failure or delay in exercising a right does not waive that right.

17. Contact

Questions regarding the Website, permission to use content or these Terms may be sent to:

Santal SA

Via Prati Botta 6

6917 Barbengo, Lugano

Canton of Ticino, Switzerland

Telephone: —

Email: info@santalarch.com