

# Terms of Use

## Introduction

Welcome to our website. If You continue to browse and use this website (hereinafter – «Website») You are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern the relationship between You and Andata OÜ (hereinafter – «Andata») in relation to this Website. 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.

The terms Andata or 'us' or 'we' or 'our' refers to the owner of the Website. The term 'You' refers to the user or viewer of our Website.

## **The use of this Website is subject to the following terms of use:**

Any online facilities, tools, services or information that Andata makes available through the Website is provided "as is" and on an "as available" basis. We give no warranty that the Website 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. Andata is under no obligation to update information on the Website.

Andata uses reasonable endeavors 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. Andata accepts no liability for any disruption or non-availability of the Website.

Andata 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.

## **Intellectual property and acceptable use**

All Content included on the Website, unless uploaded by Users, is the property of Andata, 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

You may, for Your own personal, non-commercial use only, do the following:

- retrieve, display and view the Content on a computer screen;

- download and store the Content in electronic form on a disk (but not on any server or other storage device connected to a network);
- print one copy of the Content.

### **Prohibited use**

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

- 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;
- in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Andata.

This website contains material, which is owned by or licensed to us. This material may include, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trade marks reproduced in this Website which are not the property of, or licensed to, the operator are acknowledged on the website.

Unauthorized use of this Website may give rise to a claim for damages and/or be a criminal offence.

### **Limitation of liability**

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

To the maximum extent permitted by law, Andata accepts no liability for any of the following:

- any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- loss or corruption of any data, database or software;
- any special, indirect or consequential loss or damage.

### **Agent Services**

Please be advised that Andata may act not only as a service provide or licensor we can also be an agent or any other kind of intermediary in our business relationship with You. Shall we act as an agent You will be bounded by the terms of respective vender which products or services we offer to You subjects to their terms as specified by the vendor.

## **Privacy Policy**

Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference.