

Terms of Use

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Terms of Use

These Terms of Use (“Terms of Use”) constitute a legally binding agreement made between you, whether personally and/or on behalf of an entity (“you”) and DEIOS OÜ (“Company”, “we”, “us”, or “our”) a private limited company incorporated under the laws of the Republic of Estonia registry code: 17428512 concerning your access to and use of the website located at <https://klondikepro.com> as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto, including but not limited to the Company’s social media accounts and webpages (the “Social Media Sites” and collectively, the “Sites”). You agree that by accessing the Sites, you have read, understood, and agreed to be bound by all of these Terms of Use, as well as our Privacy Policy, located at <https://klondikepro.com/privacy-policy> (the “Privacy Policy”), incorporated herein by reference. The Company processes personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (“GDPR”). The Company’s website and core infrastructure are hosted within the European Union. Personal data is primarily processed and stored on servers located in the EU. Where the Company uses third-party service providers, such processing is carried out in compliance with GDPR and applicable EU data protection requirements. Some third-party service providers used by the Company may process personal data outside the European Union. In such cases, appropriate safeguards are applied in accordance with GDPR. For more information, please refer to our Privacy Policy.

Supplemental terms and conditions or documents that may be posted on the Sites from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the 'Last Updated' date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Sites after the date such revised Terms of Use are posted.

The Sites are offered and available to users who are eighteen (18) years of age or older, The information provided on the Sites is not intended for use or distribution by

any person or entity in any jurisdiction where such distribution or use would be contrary to any applicable laws or regulations. Accordingly, those persons who choose to access the Sites from outside Estonia or the European Union do so on their own initiative and are solely responsible for ensuring that their access and use of the Sites comply with applicable local laws, to the extent such laws apply.

INTELLECTUAL PROPERTY RIGHTS

The Sites and their entire contents, features, and functionality (including but not limited to all information, data, software, source code, databases, text, displays, images, photographs, graphics, video, and audio, and the design, selection, and arrangement thereof) (collectively, the “Content”) are owned by the Company, its licensors, or other providers or owners of such Content and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights Laws. No right, title, or interest in or to the Sites or any Content on the Sites is transferred to you. We reserve all rights not expressly granted to you in and to the Sites and the Content. Crypto Klondike, Deios, its logos, slogans, taglines, subscriptions, feature names, and other trademarks are trademarks of the Company and may not be used without the Company’s express written permission. All other names, logos, product and service names, designs, and slogans on the Sites are the intellectual property of their respective owners. Nothing contained in the Sites shall be construed as granting any license or any other rights to any copyright, trademark, patent or other property of the Company or any other person or entity, whether by implication, laches, estoppel, explicit grant or otherwise.

These Terms of Use permit you a limited license to access and use the Sites for your personal, non-commercial use only, provided that you maintain all copyright, trademark, and other proprietary rights notices. You must not use, reproduce, distribute, modify, create derivative works of, publicly display, post, sell, publicly perform, republish, download, store, or transmit any of the Content on our Sites, including but not limited to any Content on the Company’s Sites on Telegram, except as follows:

- Your computer may temporarily store copies of such Content in random access memory (RAM) incidental to your accessing and viewing such Content.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Sites for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own

personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not modify copies of any Content from the Sites or delete or alter any copyright, trademark, or other proprietary rights notices from copies of Content from the Sites. You must not access or use for any commercial purposes any part of the Sites or any services or materials available through the Sites.

COPYRIGHTS AND COPYRIGHT AGENT

The Company respects the intellectual property rights of others.

If you believe that any content available through the Services infringes your copyright or other intellectual property rights, please notify the Company in writing and provide sufficient information to allow the Company to review and address the claim.

The Company reserves the right to remove or restrict access to any content that is found to infringe applicable intellectual property laws.

USER REPRESENTATION

By using the Sites, you represent and warrant that: (1) as registration information you submit will be true, accurate, current and complete, (2) you will maintain the accuracy of such information and promptly update such registration information as necessary, (3) you have the legal capacity and you agree to comply with these Terms of Use, (4) you are not a minor in the jurisdiction in which you reside, (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise, (6) you may not use the Site for any legal or unauthorized purpose: and (7) your use of the Site will not violate any applicable Law, statute or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATIONS

You may be required to register an account in order to access all or some portions of the Sites (an "Account"). You agree to keep your Account password confidential and will be responsible for all use of your Account and password. We reserve the right to remove, reclaim, or change an Account username you select if we determine, in our

sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PURCHASE AND PAYMENTS

All products on the Sites are subject to availability. We reserve the right to discontinue any products at any time for any reason. All prices are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your Account (your "Billing Account") for use of certain Content on the Sites. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to the Terms of Use. We are not responsible for error by the Payment Processor. By making any purchase through the Sites, you agree to pay us, through the Payment Processor, all charges at the prices then in effect and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand. We reserve the right to modify the forms of payment that we accept and the payment method(s) that we use for the Sites at any time.

We reserve the right to refuse any order placed through the Sites. We may, in our sole discretion, edit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELLED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT YOUR ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

Recurring Billing. Certain Content paid for through the Sites may consist of recurring period charges as agreed to by you. By choosing a recurring payment plan, you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO YOUR ACCOUNT SETTINGS.

Auto-Renewal. Unless you opt out of auto-renewal, which can be done through your Account settings, any paid Content that you have signed up for will be automatically extended for successive renewal periods of the same duration as the term originally selected, at the then-current prices. If you terminate your subscription to any paid Content through the Sites, you may use your subscription until the end of your then-current term, but you won't be eligible for a prorated refund of any portion of the fees already paid for such Content during the current period. Your non-termination or continued use of or access to paid Content reaffirms that we are authorized to charge your Payment Method for such Content. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the paid Content.

Free Trials and Other Promotions. Any free trial or other promotion must be used within the specified time of the trial. You must stop using and accessing any paid Content before the end of the trial period in order to avoid being charged for such Content. If you cancel prior to the end of the trial period and are inadvertently charged for such Content, please contact us at support@whop.com.

REFUND AND CANCELLATION POLICY

All sales on the Sites are final. We will not issue any refunds in connection with the Sites. By subscribing, you acknowledge and understand that refunds are not permitted and will not be given, as all sales are final. If you have a question about refunds, please email us at support@klondikepro.com.

You may cancel your subscription at any time and access the group for the remainder of your subscription period. Subscription renewal is automatic and will be processed each month for monthly subscribers, or annually for annual subscriptions. Monthly subscriptions will be charged automatically each billing cycle. Three month subscriptions will be charged in full the day you sign up and it will automatically renew each billing cycle. Six month subscriptions allow you access to the group for 6 months.

EU DIGITAL CONTENT – EXPRESS CONSENT AND WAIVER OF RIGHT OF WITHDRAWAL IF YOU ARE A CONSUMER RESIDING IN THE EUROPEAN UNION, YOU EXPRESSLY REQUEST IMMEDIATE ACCESS TO THE DIGITAL CONTENT, SERVICES, AND/OR SUBSCRIPTION PROVIDED THROUGH THE SITES UPON COMPLETION OF YOUR PURCHASE. BY COMPLETING THE PURCHASE, YOU ACKNOWLEDGE AND CONFIRM THAT THE SERVICE BEGINS IMMEDIATELY AND THAT DIGITAL CONTENT IS MADE AVAILABLE TO YOU WITHOUT DELAY.

YOU EXPRESSLY CONSENT TO THE IMMEDIATE PERFORMANCE OF THE SERVICE AND ACKNOWLEDGE THAT, IN ACCORDANCE WITH ARTICLE 16(M) OF DIRECTIVE 2011/83/EU (EU CONSUMER RIGHTS DIRECTIVE), YOU LOSE YOUR RIGHT OF WITHDRAWAL ONCE THE SERVICE HAS BEEN FULLY OR PARTIALLY PERFORMED. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED IN ADVANCE OF THIS CONSEQUENCE AND THAT, BY ACCESSING THE DIGITAL CONTENT, YOU EXPRESSLY AGREE THAT NO REFUNDS, CANCELLATIONS, OR WITHDRAWALS WILL BE AVAILABLE, EXCEPT WHERE REQUIRED BY MANDATORY APPLICABLE LAW.

For payment support, contact support@klondikepro.com.

PROHIBITED ACTIVITIES

You may not access or use the Sites for any purpose other than that for which we make the Site available. You are solely responsible for any and all acts and omissions that occur during or relating to your access and/or use of the Company's Sites. You may use the Sites only for lawful purposes and in accordance with these Terms of Use. The Sites may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the Sites, you agree not to:

1. Systematically retrieve data or other Content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Any in any way that violates any applicable Law(s).
3. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
4. Use a buying agent or purchasing agent to make purchases on the Site.
5. Use the Site to advertise or offer to sell goods and services.
6. Circumvent, disable or otherwise interfere with security-related features of the Sites, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
7. Frame, mirror or deep link any portion of any of the Sites on any other website, social media site, intranet, internet or any other computer network.
8. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
9. Make improper use of our support services or submit false reports of abuse or misconduct.
10. Engage in any automated use of the Sites or any Content thereon, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
11. Interfere with, disrupt or create an undue burden on the Sites or the networks or services connected to the Sites.
12. Attempt to impersonate another user or person or use the username of another user.
13. Use any information obtained from the Sites in order to harass, abuse, or harm

another person.

14. Sell or otherwise transfer your profile.

15. Use the Sites as part of any effort to compete with us or otherwise use the Sites and/or the Content for any revenue-generating endeavor or commercial enterprise.

16. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Sites.

17. Attempt to bypass any measures of the Sites designed to prevent or restrict access to the Sites, or any portion of the Sites.

18. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Sites to you.

19. Delete the copyright or other proprietary rights notice from any Content.

20. Copy or adapt the Sites' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

21. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Sites.

22. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1*1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spinal re or "passive collection mechanisms" or "pans").

23. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Sites, or using or launching any unauthorized script or other software.

24. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Sites.

25. Use the Site in a manner inconsistent with any applicable laws or regulations.

USER CONTRIBUTIONS

The Sites may contain message boards, chat features, personal web pages or profiles, fillable forms, forums and other interactive features that allow users to post, submit, publish, display, or transmit information or materials to the Company, to other users or to other persons, including without limitation posts, personal information, reviews, text, images, photographs, graphics, videos and audio (collectively, "Contributions") on or through the Sites. All Contributions must comply with the Contributions standards set out in these Terms of Use. Additionally, Contributions you transmit shall be treated in accordance with the Privacy Policy. Any Contributions will be treated in accordance with the Company's Privacy Policy. By providing any Contributions on the Sites, you grant the Company a non-exclusive,

royalty-free, worldwide license to use, display, reproduce and distribute such Contributions solely for the purpose of operating and promoting the Services.

You are responsible for your Contributions and confirm that they comply with these Terms and applicable law. The Company does not endorse user Contributions. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Sites ("Submissions") may be used by the Company for the purpose of operating and improving the Services. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. To the extent permitted by applicable law, you agree not to assert moral rights in a manner that would interfere with the use of Submissions as permitted under these Terms. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions. By submitting suggestions or other feedback regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you.

When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will violate or infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize the Company, the Sites, and other users of the Sites to use your Contributions in any manner contemplated by the Sites and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Sites and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by Company in its sole discretion).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten any other person and to

promote violence against a specific person or class of people.

9. Your Contributions do not violate any applicable Law(s).

10. Your Contributions do not violate the privacy or publicity rights of any third party.

11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner

12. Your Contributions do not violate any applicable Law concerning child pornography, or otherwise intended to protect the health or well-being of minors:

13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

15. None of your Contributions shall be subject to any obligation on the part of the Company, whatsoever, including without limitation confidentiality, attribution or otherwise.

16. Your Contributions do not involve commercial activities or sales, such as contests, sweepstakes, other promotions, or advertising.

17. Your Contributions do not give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Any use of the Sites in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Sites.

THIRD-PARTY WEBSITES AND CONTENT

The Sites may contain (or you may be sent via the Sites) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Sites or any Third-Party Content posted on, available through, or instated from the Sites, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Your use of any Third-Party Websites and/or Third-Party Content, including without limitation, your use of any information, data, advertising, products, or other materials available on or through any Third-Party Websites, is at your own risk and is subject to any applicable third-party terms and/or policies.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Sites and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Sites or relating to any applications you use or install from the Sites. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we are not responsible for such purchases, which are made directly between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites. You acknowledge and agree that the Company shall not be responsible or liable for any damage or loss resulting from your use of or reliance on any Third-Party Content, to the extent permitted by applicable law.

SITES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Sites for violations of these Terms of Use and to edit, modify, remove, redact, consolidate and/or clarify any Content and/or other information that we in our sole discretion consider to violate these Terms of Use and/or for any other reason whatsoever; (2) take appropriate legal action against anyone who, in our sole discretion, violates the Law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Sites or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; (5) otherwise manage the Sites in a manner designed to protect our rights and property and to facilitate the proper functioning of the Sites; and (6) terminate or suspend your access to all or part of the Sites for legitimate reasons, including without limitation any violation of these Terms of Use. The Company's exercise of such reserved rights shall not create any obligation whatsoever for the Company to continue any such

monitoring, editing, modifying, removing, redacting, consolidating or clarifying.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Sites. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM ACTIONS TAKEN IN COMPLIANCE WITH LEGAL OBLIGATIONS OR LAWFUL REQUESTS BY LAW ENFORCEMENT AUTHORITIES.

The Company cannot review all material before it is placed on the Sites, and cannot ensure prompt removal of objectionable material after it has been Posted. Accordingly, we do not accept liability for user-generated content, to the extent permitted by applicable law. You understand that by accessing and using the Sites, including the Social Media Sites, you may be exposed to material, including without limitation Contributions, that may offend you. In such event, one of your available remedies is to avoid such material by discontinuing your access to the Sites.. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Sites Management section.

TERM AND TERMINATION

YOUR LIMITED RIGHT TO ACCESS AND USE THE SITES IS LICENSED TO YOU BY THE COMPANY AND IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, THE PRIVACY POLICY, AND APPLICABLE LAWS.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND FOR LEGITIMATE REASONS, INCLUDING BUT NOT LIMITED TO A BREACH OF THESE TERMS OF USE, THE PRIVACY POLICY, OR APPLICABLE LAW, DENY ACCESS TO AND USE OF THE SITES (INCLUDING BLOCKING CERTAIN IP ADDRESSES OR OTHER TECHNICAL MEASURES), SUSPEND OR TERMINATE YOUR ACCOUNT, OR RESTRICT YOUR ACCESS TO ANY PART OF THE SITES.

WE MAY TERMINATE OR SUSPEND YOUR USE OR PARTICIPATION IN THE SITES, OR DELETE YOUR ACCOUNT AND ANY CONTENT AND/OR OTHER

INFORMATION THAT YOU POST, WITH OR WITHOUT NOTICE, WHERE SUCH ACTION IS REASONABLY NECESSARY TO PROTECT OUR LEGITIMATE INTERESTS, THE RIGHTS OF OTHER USERS, OR TO COMPLY WITH LEGAL OBLIGATIONS.

IF WE TERMINATE OR SUSPEND YOUR ACCOUNT FOR ANY REASON, YOU ARE PROHIBITED FROM REGISTERING AND CREATING A NEW ACCOUNT UNDER YOUR NAME, A FALSE OR BORROWED NAME, OR THE NAME OF ANY THIRD PARTY, EVEN IF YOU MAY BE ACTING ON BEHALF OF THE THIRD PARTY.

IN ADDITION TO TERMINATING OR SUSPENDING YOUR ACCOUNT, WE RESERVE THE RIGHT TO TAKE APPROPRIATE LEGAL ACTION, INCLUDING WITHOUT LIMITATION PURSUING CIVIL, CRIMINAL, AND INJUNCTIVE REDRESS, WHERE PERMITTED BY LAW.

WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TERMINATION OR SUSPENSION OF YOUR ACCESS TO THE SITES OR CONTENT, EXCEPT WHERE SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TERMINATION SHALL NOT AFFECT ANY RIGHTS OR OBLIGATIONS WHICH BY THEIR NATURE SHOULD SURVIVE TERMINATION, INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY RIGHTS, DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, block or remove the Sites' Content at any time or for any reason at our sole discretion without notice. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Sites or any portion thereof. We do not guarantee that any Content will be made available on the Sites. Nor can we guarantee the Sites will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Sites, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Sites during any downtime or discontinuance of the Sites. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Sites or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW AND DISPUTE RESOLUTION

The Sites are controlled and operated by the Company from Estonia, and are not intended to subject the Company to the laws or jurisdiction of any country or territory other than that of the Republic of Estonia. We may limit the Sites' availability to any person, geographic area or jurisdiction. These Terms of Use and the Privacy Policy shall each be governed by and construed in accordance with the laws of the Republic of Estonia, including its conflicts of law rules.

DISCLAIMER

THE SITES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITES WILL BE AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND/OR OTHER MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, , EXCEPT WHERE SUCH DATA IS PROCESSED BY THIRD-PARTY PAYMENT PROVIDERS, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITES BY ANY THIRD PARTY. AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OTHER AND/OR MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT, AND/OR OTHER MATERIALS POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY

THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Company and its members, officers, directors, owners, employees, agents, representatives, suppliers and service providers (collectively, "Representatives")

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