

KODIBOX Terms of Use

Last update [12/18/2019]

1. Introduction

These Terms of Use (“**These Terms**” or “**Terms**”) govern your use of the website accessible at <https://kodibox.io/> including all pages within this website (“**Website**”) are a legal agreement between you (referred to herein as “**you**”, “**your**” or “**user**”) and **KODIBOX OÜ**, with its registered address at Harju maakond, Tallinn, Mustamäe linnaosa, Laki tn 30, 12915, (referred to herein as “**Company**”, “**we**” or “**us**”).

Our Website is created to encourage use of our services and product and communicate with our users. You can contact us via our online [Contact Form](#).

2. Acceptance of Terms

By accessing or using this Website you acknowledge that you have read, understood, and agreed to be bound by the [Terms and Privacy Policy](#) and any other Company’s terms as may be specified on the Website. These Terms will be applied fully and affect to your use of this Website. Please read These Terms carefully before accessing, using or obtaining any materials, information, products or services. If you do not agree to These Terms, you are not authorized to use this Website.

The Website and any products or services available on or via the Website are intended solely for individuals who are eighteen (18) years of age or older. If you are not yet 18 or are accessing this Website from any country where this material is prohibited, please exit now as you do not have proper authorization and your continued use of the Website will be in violation of These Terms.

If you are entering into These Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to These Terms, in which case the term “you” or “your” shall refer to such entity and its affiliates. If you don’t have such authority, or if you do not agree with These Terms, you must not accept These Terms and may not use the Website.

3. Your use of the Website

The Website and all its contents are intended solely for personal, non-commercial use. You may download, copy and print selected portions of the contents and other downloadable materials displayed on the Website for your personal, non-commercial use only, and provided that you maintain all copyright and other notices contained on the Website or in the contents. Except as noted above, you may not reproduce, copy, publish, transmit, distribute, display, modify, post, download, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the contents, the Website or any related software in any form or by any means. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the content on the Website is strictly prohibited.

Please be aware that communication with the Company through this Website may not be considered privileged or confidential.

4. Account and Password

Certain products or services offered on or through the Website may require you to register an account with us. When you create this account, you must provide accurate and up-to-date information. During the registration process we verify your telephone number to establish an account through Short Message Service (SMS) text messaging. After the verification you will gain access to certain areas of the Website that are accessible only to registered users. By becoming a registered user, you consent to receiving an SMS text message from us as part of the registration process.

Please maintain and promptly update your details and any other information you provide to us, keep such information current and complete.

You are solely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential.

Please notify us immediately of any unauthorized access or use of your account or password, or any other breach of security.

We reserve the right to disable your user account at any time, including if you have failed to comply with any of the provisions of These Terms, or if activities occur on your account which, in the sole discretion of the Company, would or might cause damage to or impair the services or infringe or violate any third party rights, or violate any applicable laws or regulations.

5. Restrictions

While using the Website you agree not to engage in any of the following activities:

(i) Violating laws and rights.

You may not (a) use any of our products or services for any illegal purpose or in violation of any local, state, national, or international laws; (b) violate or encourage others to violate any right of or obligation to a third party, including, but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights; (c) purport to subject the Company to any other obligations; or (d) use our products and services for any purpose not specifically permitted in These Terms or in any other terms on the Website.

(ii) Solicitation.

You may not use our products and services or any information provided through the Website for the purpose of (a) the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation; (b) building a product using similar ideas, features, functions or graphics of the Website; (c) copying any ideas, features, functions or graphics of the Website and the Company's intellectual property; or (d) modifying, adapting, translating, or otherwise creating derivative works based upon the Website.

(iii) Disruption.

You may not use the Website in any manner that could disable, overburden, damage, or impair the products, or interfere with any other party's use and enjoyment of the products; including, but not limited to, by (a) uploading or otherwise disseminating any virus, adware, spyware, trojan, worm or other malicious code; (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the products; (c) using automated scripts (programs, bots, crawlers) for gathering information at the Website and/or interaction with the Website; (d) violating any regulation, policy, or procedure of any network, equipment, or server; (e) cause or permit decompilation, reverse assembly, reverse engineering or otherwise attempting to discover the source code of all or any portion of the Website or the Company's intellectual property.

(iv) Harming others.

You may not post or transmit content on or through the Website that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act; you may not intimidate or harass another through our products or services; and, you may not post or transmit any personally identifiable information about persons under 18 years of age on or through the Website.

(v) Impersonation, unauthorized access and unauthorized transfer of rights.

You may not:

- impersonate another person or entity, or misrepresent your affiliation with a person or entity when using our products;
- use or attempt to use another's account or personal information without authorization;
- attempt to gain unauthorized access to the products, or the computer systems or networks connected to the products, through hacking password mining or any other means;
- rent, lease, sell, resell, loan, assign, sublicense, license, copy, distribute or otherwise commercially exploit, or otherwise transfer rights to use the Website or its content.

(vi) Spam.

At all times you may not send spam or otherwise send duplicative or unsolicited messages in violation of applicable laws.

WITHOUT LIMITING THE FOREGOING, YOU SHALL AT ALL TIMES COMPLY WITH THESE TERMS, PRIVACY POLICY, COOKIE POLICY, AND OTHER TERMS AND POLICIES ON THE WEBSITE, AS MAY BE AMENDED AT THE SOLE DISCRETION OF THE COMPANY.

6. Our rights

The rights we have under These Terms:

(i) Control of the information.

At all times to edit, refuse to post, or to remove from the Website any information or materials for any reason whatsoever, and to disclose any information we deem appropriate to satisfy any obligation we may have under applicable laws, regulatory requirements, legal processes, or to satisfy any request of the police, government or any regulatory body.

(ii) Suspension.

Suspend access to all or part of the Website for any reason, including for business or operational reasons, such as improving the appearance or functionality of the Website, content updates, periodic maintenance, or to resolve any issues that we become aware of. Wherever we anticipate that we need to suspend access to the Website for a considerable period of time, we will try to provide you with prior notice where reasonably practicable.

(iii) Updates.

Update These Terms and our Privacy Policy and any other documentation referred to in any of these documents from time to time. If you do not agree to the changes made to the provisions of the Terms, then you have the right to stop using the Website and should do so immediately. Please note that your continued use of the Website after the date the changes have been posted will constitute acceptance of the amended Terms.

7. Privacy

The Company respects your privacy, so we do not sell the privacy data of our users to third parties, except if the Company is sold, merged, bought by the third party, to whom your data is transferred. In these occasions, we will notify you of any change in ownership. For other details of our attitude towards privacy of our users, please refer to our [Privacy Policy](#) and [Cookie Policy](#).

8. Express Consent

You hereby expressly consent to sending or otherwise communicating with you for any purpose (including, without limitation, for advertising, telemarketing, or other marketing or promotional purposes, or for sending or notifying you about special offers, updates, newsletters or other informational purposes) via any electronic means or forms as Company deems appropriate in its sole discretion, whether through the Website, by personal communication, by e-mail, by artificial or prerecorded voice, by online social media, by push notifications, by text message (e.g., short message service aka SMS, and multimedia messaging service aka MMS) or by other electronic media means or forms. By giving such consent, you agree that no such communication shall violate the Information Society Service Act, the Directive on electronic commerce 2000/31/EC or any other applicable laws, rules, or regulations. Voice, message, and data fees, rates, charges, and taxes may apply to you, and you are responsible for payment of the same. You are not required to grant the foregoing consent as a condition for purchase or license of any Company products or services.

9. E-mail Opt-Out

You may opt-out of receiving any e-mails any time by following the opt-out instructions in any such e-mails you have received and would like to opt-out of. You may also opt-out of receiving certain e-mails by managing your electronic communication preferences through your personal mail account. You acknowledge that opting out of receiving any such communications may impact your receipt, the success, and/or the performance of all or any part of the Website, Company's products or services, and/or your ability to receive certain messages and/or notifications from the Company.

10. Other Opt-Outs

As part of verification process on our Website, you will be asked if you would like to receive push notifications, which may include alerts, badges, banners and sounds, on your computer or mobile device. If you choose to allow push notifications then you acknowledge and consent to receipt of these push notifications. You may choose to stop receiving push notifications at any time by selecting the 'opt-out' option within your account's settings menu.

You may opt-out of receiving any communications above at any time by providing Company with a notice through the [Contact Form](#), with a subject line of "Opt-Out of Communications," a list in the body of the notice that identifies the specific type of communication(s) that is the subject of your opt-out request, and a list in the body of the notice that identifies the telephone number(s) or e-mail address(es) (as applicable depending on the specific type of communication(s) that is the subject of your opt-out request) belonging to you. You acknowledge that opting out of receiving any of those communications may impact your receipt, the success, and/or the performance of all or any part of the Website, Company products or services, and/or your ability to receive certain messages and/or notifications from the Company.

11. Content on our Website

Unless otherwise noted, all materials, including images, text, illustrations, designs, music clips, downloads, icons, photographs, programs, video clips and written and other materials that are part of this Website (collectively, the "Contents") are subject to intellectual property rights, including without in any way limiting the generality of the foregoing, copyrights, service marks, names, logos, trade-marks, owned by or licensed to the Company or its respective affiliates, and are protected by international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all Content on this Website is the exclusive property of the Company and is also protected by Estonian Copyright Act, European and international copyright laws. Permission to use the Contents is granted, provided that:

- (i) the above copyright notice appears on all copies;
- (ii) use of the information is for informational and non-commercial or personal use only;
- (iii) the information is not modified in any way; and
- (iv) no graphics available from this Website are used separate from accompanying text.

You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Contents or enforce limitations on use of the Website or the Contents therein.

We attempt to ensure the accuracy of the Content and information as it is posted but cannot guarantee that all the information is accurate. The materials appearing on the Website could include technical, typographical, or photographic errors. We don't warrant that any of the materials on the Website are accurate, complete, or current. We may make changes to the materials contained on the Website at any time without notice. We may in our sole discretion update the materials.

12. Links to our Website

You may link to our Website according to the requirements below and upon our prior consent. Where you have obtained our consent to link to our Website:

- (i) You may provide links to our Website on other websites owned by you, provided that such websites and the use of any links to our Website comply with These Terms;
- (ii) Wherever you post a link to our Website on any other website, you agree that you will do so in an appropriate manner, and not in any way which is defamatory or disparaging towards us, which misrepresents us or our business, or which causes any harm whatsoever to us or our business; and
- (iii) You must not link to our Website in order to suggest any form of joint venture, partnership, collaboration, affiliation, business relationship, approval or endorsement in connection with us where none exists and, in any event, without having first obtained our prior written consent.

We may withdraw permission to link to our Website at any time. In the event that we withdraw permission to link to our Website and inform you of the same, you must immediately remove or cause to be removed any links to our Website.

13. Disclaimer

By accessing our Website you expressly agree that the Website, and any Content or features made available in connection with it, are used at your sole discretion and risk and are provided "as is" and "as available", without warranty of any kind, either express or implied, from the Company.

We expressly disclaim all warranties and conditions of any kind, whether express or implied, including, but not limited to, the warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, correctness, accuracy and reliability. Unless otherwise expressly stated herein, we do not warrant that the Website, and any content, services or features made available on or through it (or the server that makes them available), will be uninterrupted or error-free, free of viruses or other harmful components or that defects therein will be corrected.

Please note that we are not liable for the performance of or access to the payment systems presented on our Website.

The laws of certain jurisdictions do not allow the exclusion or limitation of legal warranties and the exclusion or limitation of representations made concerning goods or services, so some or all of the exclusions or limitations in this provision may not apply to you.

This disclaimer constitutes an essential part of These Terms and shall survive the termination of These Terms or your right to use this Website.

14. Limitation of liability

Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall the Company and its affiliates and their respective employees,

directors, officers, mandataries, agents, vendors, licensors or suppliers be liable to you or to any other person for any direct, indirect, special, incidental, punitive or consequential losses or damages of any nature, including, without limitation, damages for lost profits, loss of goodwill, loss of data, loss of use, work stoppage, accuracy of results, or computer failure or malfunction, arising out of or in connection with this Website including, without limitation,

- (i) the use of or inability to use this Website;
- (ii) any contents or materials downloaded from this Website, and any links provided on this Website;
- (iii) any inaccuracy, error or omission in relation with the tips, advice, guides and other information contained on this Website or in relation with any delay in their transmission or delivery;
- (iv) any work initiated by you and based on the directions contained on this Website or resulting directly or indirectly from the use of the information contained on this Website;
- (v) any transaction conducted on this Website; and
- (vi) any unauthorized access to or alternation of your data, even if an authorized representative of the Company has been advised of or should have known of the possibility of such damages.

The laws of certain jurisdictions do not allow the exclusion or limitation of liability or of certain damages, some or all of the exclusions or limitations in this provision may not apply to you. In such jurisdictions our liability shall be limited to the maximum extent permitted by the applicable law.

The above limitation of liability shall survive the termination of These Terms or your right to use this Website.

If you are dissatisfied with the Website, or the terms of the Terms, your only remedy is to discontinue use of the Website.

15. Indemnification

You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and attorneys' fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Website or those conducted on your behalf):

- (i) your uploads, access to or use of the Website;
- (ii) your breach or alleged breach of These Terms;
- (iii) your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;

(iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or

(v) any misrepresentation made by you.

You will cooperate as fully required by us in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you will not, in any event, settle any claim without our prior written consent.

16. Notifications

We may provide notifications to you via email notice, or through posting of such notice on the Website, as determined in our sole discretion. We reserve the right to determine the form and means of providing notifications, provided that you may opt out of certain means of notification as described in These Terms. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

Should you have any questions, complaints, or claims with respect to the Website, then please contact us through the [Contact Form](#).

17. Miscellaneous

The Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement as to your use of and our provision of the access to the Website and supersedes and extinguishes all previous communications, representations (other than fraudulent misrepresentations) and arrangements, whether written or oral.

Section headings are inserted for convenience only and shall not affect the interpretation of the Terms.

If any provision of These Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render These Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

Any failure or delay by us in enforcing any right, power or remedy under These Terms or applicable law shall not be deemed to be a waiver thereof unless made expressly in writing by us.

You may not assign, transfer or sub-contract any of your rights under the Terms. We may assign, transfer or sub-contract all or any of our rights at any time without notice or your consent.

You acknowledge that you have placed no reliance on any representation made but not set out expressly in the Terms.

The Terms shall be subject to the laws of Estonia and the parties shall submit to the exclusive jurisdiction of the courts of Estonia.

For any dispute that you may have with Company, you agree to first contact us via our [Contact Form](#) and attempt to resolve the dispute informally.