

KODIBOX Terms and Conditions for Services

Last update 01/08/2020

1. Introduction

These Terms and Conditions for Services (“**These Terms**” or “**Terms**”) govern your use of the KODIBOX Services (as defined below) available through the website <https://kodibox.io/> (“**Website**”) and 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**”).

2. Acceptance of Terms

Please read These Terms carefully before accessing or using our Services. If you do not agree to These Terms, you are not authorized to use the Services.

The 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, please exit now as you do not have proper authorization and your continued use of the Services 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 Services.

These Terms should be read in conjunction with a completed Order Form and Services Agreement (if applicable) where you will find the service description, pricing and other arrangements specific to your contract with Company (“**Services Agreement and Order Form**” or separately “**Services Agreement**” and “**Order Form**”).

3. KODIBOX Services

The Company may provide you with the following KODIBOX Services:

1) Cloud Platform Services

It is carried out in the form of providing access to the platform as a cloud service. The users are given the opportunity to use the platform as a software development service delivered using cloud technologies, which they can configure their testing and development environments without installing and configuring additional software, which is usually used in such work.

A Service consists of a set of components that enable:

- Code upload;
- Create procedures for Continuous Integration and Continuous Delivery pipelines;
- Perform automated testing based on user-created tests (unit tests, smoke tests, integration tests, performance tests);
- Storage of artifacts of test results and build results;
- Create and operate an operational environment (for development, testing or integrations);
- Deliver build artefacts to an operational environment;
- Take metrics from user’s software and operational environment (logs, events, tracing, monitoring);

- Receive and configure necessary reports on the work of the software and its performance and etc.;
- Configure integrations with external services.

2) Consulting and Technical Support

It is carried out in the form of contract support. Providing the best combination of tools and expert recommendations to optimize performance, manage risk and control costs.

3) Audit And Consulting Of Current Company Systems

It is carried out in the form of a one-time service. We offer Support Program, which includes architecture and scaling guidance, as well as operational support in preparing and conducting planned events such as holidays, product launches, or migration.

The exact scope of Services (“**Project**”) will be specified in your Order Form and Services Agreement (if applicable) with the Company.

4. Order Placement

You may place an order with us by using a [Contact Form](#) on our Website.

Order details shall be in English. English is the preferred language for order-related enquiries.

Any order is not binding upon the Company until accepted by us at our sole discretion.

If you send us an order for Services you may request a free trial up to thirty (30) days. At our sole discretion we may make one or more Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period which we agreed with you, or (b) the start date of any purchased Service ordered by you, or (c) termination by us in our sole discretion. Trial terms and conditions will be specified in your Order Form with us.

If you register for a free trial for our Services, the applicable provisions of These Terms will also govern that free trial.

5. Use of Services

We will (a) make the Services available to you pursuant to These Terms and the applicable Order Forms, (b) provide applicable standard support for the Services to you at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we will give advance electronic notice), and (ii) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving our employees), Internet service provider failure or delay, or denial of service attack.

We may change or discontinue any of the Services from time to time. We will provide you at least 2 months’ prior notice if we discontinue material functionality of a Service that you are using, or materially alter a customer-facing API that you are using in a backwards-incompatible fashion, except that this notice will not be required if the 2 month notice period (a) would pose a security or intellectual property issue to us or the Services, (b) is economically or technically burdensome, or (c) would cause us to violate legal requirements.

You will (a) be responsible for your employees/ contractors (“Users”) compliance with These Terms, (b) be responsible for the accuracy, quality and legality of your data and content and the means by which you acquired your data/content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify us promptly of any such unauthorized access or use, (d) be responsible for properly configuring and using the Service and otherwise taking appropriate action to secure, protect and backup your accounts and your data in a manner that will provide appropriate security and protection, which might include use of encryption to protect your data from unauthorized access and routinely archiving your data; (e) use Services only in accordance with These Terms, Order Forms and applicable laws and government regulations.

You will not (a) sell, resell, license, sublicense, distribute, make available, rent or lease any part of Service, (b) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) use the Service to store or transmit Malicious Code, (d) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (e) attempt to gain unauthorized access to any Service or its related systems or networks, (f) copy the Service or any part, feature, function or user interface thereof, (g) access any Service in order to build a competitive product or service, or (h) reverse engineer any Service (to the extent such restriction is permitted by law).

Any use of the Services in breach of These Terms or Order Forms, by you or your Users that in our judgment threatens the security, integrity or availability of our services, may result in our immediate suspension of the Services, however we will use commercially reasonable efforts under the circumstances to provide you with notice and an opportunity to remedy such violation or threat prior to such suspension.

6. Payments and Refunds

The price of the Project and the payment schedule will be agreed between you and the Company in the Order Form. Our cooperation will be on a full pre-payment basis for the term as specified in the Order Form. Once the Order Form is concluded the Company will provide you with an invoice according to the payment schedule. You shall pay the invoice via wire transfer to the details as specified in the invoice. Invoices are due within five (5) business days upon receipt.

The charges do not include applicable taxes (including VAT) or import/export duties or shipping and delivery charges. If any of those duties or charges are incurred, they will be added to any relevant invoice and will be payable by you or, if payable on a withholding tax basis, will be payable by you to the relevant authority direct. You will provide such information to us as reasonably required to determine whether we are obligated to collect indirect taxes from you.

We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days’ prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under these Terms.

THERE ARE NO REFUNDS FOR ANY SERVICES PROVIDED BY THE COMPANY UNDER THE SERVICES AGREEMENT. In the event that you terminate the Order Form or the Company suspends provision of the Services to you or terminates the Order Form or the Services Agreement for your breach, you understand and agree that you will receive no refund or fees for any portion of the Services, any content or data associated with your use of the Services, or for anything else.

7. Intellectual Property Rights

Company (or its licensors) shall retain all Intellectual Property Rights in and to all of Company's business, information, technology and other proprietary materials, including but not limited to Services (including but not limited to all software, concepts, methodologies, techniques, models, templates, algorithms, trade secrets, processes, information, materials, source codes, structure, sequence, organization, "look and feel", images, text, graphics, illustrations, data and know-how contained therein, all modifications, alterations, updates, upgrades, and enhancements thereof, all documentation and manuals related thereto and all other aspects of such technology) or any derivatives thereof, the name "KODIBOX" or any derivatives thereof, and any other trademarks and logos (whether registered or not) which are owned or controlled by Company and made available to you through the Service or otherwise ("Intellectual Property").

Except as specified herein, you do not acquire any rights, express or implied, in the Services, including all upgrades, modifications, new versions and releases and have no right to commercialize or transfer the Services, in whole or in part. No license, right or Intellectual Property Right in any Company's trademark, trade name or service mark is granted pursuant to These Terms.

Except as provided in this Section 7, we obtain no rights under these Terms from you (or your licensors) to your data and content. You consent to our use of your data and content to provide the Services to you and any Users.

If you provide any suggestions or feedback about the Services to us or our affiliates, we and our affiliates will be entitled to use such suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the suggestions.

You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to your content and suggestions; (b) you have all rights in your data, content and suggestions necessary to grant the rights contemplated by these Terms; and (c) none of your content or Users' use of your content or the Services will violate these Terms.

8. Confidentiality. Privacy and Security

"Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential;

and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of these Terms; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

You may use Confidential Information only in connection with your use of the Services as permitted under these Terms. You will not disclose Confidential Information during the term of our cooperation or at any time during the 5-year period following the end of such term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms or your use of the Services.

The Company takes reasonable steps to protect your data and the information provided by you from loss, misuse, and unauthorized access, disclosure, alteration, or destruction.

Our use of your account personally identifiable information is governed by our Privacy Policy and by accessing and using the Services you agree to be bound by that policy. The Privacy Policy does not apply to your data.

We will not access or use your data except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a governmental body. We will not disclose your data to any government or third party except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 8.

9. Suspension and Termination

We may suspend your or any User's right to access or use any portion or all of the Services immediately upon notice to you if we determine:

(a) your or User's use of the Services (i) poses a security risk to the Services or any third party, (ii) could adversely impact our systems, the Services or the systems or data of any other customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;

(b) you are, or any User is, in breach of these Terms;

(c) your free trial period has ended and you did not proceed with the payment according to the Order Form;

(d) you are in breach of your payment obligations under Section 6; or

(e) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

If we suspend your right to access or use any portion or all of the Services you remain responsible for all fees and charges you incur during the period of suspension.

These Terms commence on the date you first accept the Order Form and continue until all provision of the Services hereunder have expired or have been terminated.

Either party may terminate the engagement under these Terms either for convenience or for cause upon thirty (30) days written notice to the other Party.

We may also terminate these Terms immediately upon notice to you (a) for cause if we have the right to suspend under this Section 9, (b) if our relationship with a third-party partner who provides software or other technology we use to provide the Services expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (c) in order to comply with the law or requests of governmental entities.

Upon the termination date (a) all your rights under these Terms immediately terminate, (b) you remain responsible for all fees and charges you have incurred through the termination date and are responsible for any fees and charges you incur during the post-termination period, (c) you will immediately return or, if instructed by us, destroy all Confidential Information and our content in your possession, (d) sections 5, 6, 7, 8, 9, 10, 11, 12, 13 and 17 will survive the expiration or termination of these Terms.

Upon request by you made within fifteen (15) days after the effective date of termination or expiration of the engagement under these Terms, we will make your data available to you for export or download, only if you have paid all amounts due under these Terms. After such 15-day period, we will have no obligation to maintain or provide any your data and will thereafter delete or destroy all copies of your data in our systems or otherwise in our possession or control, unless legally prohibited.

10. Indemnification

You agree to defend, indemnify and hold harmless the Company, its subsidiaries, affiliates, successors, assigns, and any of their shareholders, employees, officers, agents, directors and applicable third parties (e.g., agents, licensors, licensees, consultants and contractors) from and against any claim, liability, loss, injury, damage, cost or expense (including but not limited to attorney's fees) incurred by the Company arising out of or from your use of the Services, including (i) any data or content transmitted or received by you; (ii) your violation of any term of these Terms or Order Form, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your data.

This provision shall survive the termination of these Terms and remain in full force and effect.

11. No Warranty. Disclaimer

THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THESE TERMS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANY SERVICES ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND.

THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, EXCEPT TO THE EXTENT PROHIBITED BY THE APPLICABLE LAW, THE COMPANY SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR SUPPORT OR THE CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES AND THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS, ISSUES OR DEFECTS CAN OR WILL BE CORRECTED, OR (F) THE SERVICES THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR (I) ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, (II) BY REASON OF A "FORCE MAJEURE" OR (III) ANY ACTS OR OMISSIONS DUE TO ANY OTHER CAUSES OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

TO THE EXTENT THAT COMPANY MAY NOT AS A MATTER OF THE APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THE APPLICABLE LAW.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS.

THE ABOVE DISCLAIMERS SHALL SURVIVE THE TERMINATION OF THESE TERMS OR YOUR RIGHT TO USE THE SERVICES.

12. Limitation of Liability

THE COMPANY WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, PRICE CHANGE, SUSPENSION OR DISCONTINUANCE OF ANY PART OF THE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, IN NO EVENT SHALL THE COMPANY OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR PERSONAL INJURY, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION) THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO RELIANCE ON ANY INFORMATION OBTAINED FROM THE COMPANY; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN

OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPANY'S RECORDS, PROGRAMS OR SERVICES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE. YOU HEREBY ACKNOWLEDGE THAT THIS PROVISION WILL APPLY WHETHER OR NOT THE COMPANY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM THE COMPANY AND ITS AFFILIATES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

IN ANY CASE, COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY UNDER THESE TERMS, INCLUDING ANY ADDITIONAL TERMS, FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) SHALL NOT EXCEED THE AMOUNT YOU PAID TO THE COMPANY HEREUNDER DURING THE PREVIOUS CALENDAR YEAR.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THE ABOVE LIMITATION OF LIABILITY SHALL SURVIVE THE TERMINATION OF THESE TERMS.

13. Governing Law

These Terms and the legal relationship between the parties arising in connection herewith shall be governed by and construed in accordance with the laws of Estonia without recourse to the conflict of laws rules regardless of the venue or jurisdiction in which a dispute arises.

The parties agree to submit to the personal jurisdiction of competent courts of Estonia, for any actions for which either party retains the right to seek injunctive or other equitable relief.

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

14. Export Compliance

The Services or other technology we make available, and derivatives thereof may be subject to export laws and regulations of Estonia and the European Union and other jurisdictions. Each party represents that it is not named on any EU government denied-party list. You shall not permit users to access or use any Service in an embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria, Myanmar (Burma), Venezuela) or in violation of any EU and Estonia export control laws or regulation. You agree to ensure that neither Services, nor any related technical information, are: 1) downloaded, transferred, exported, or re-exported directly or indirectly in violation of Export Control Laws; or 2) used for any purpose prohibited by Export Control Laws, including but not limited to nuclear, chemical, or biological weapons proliferation.

Information provided under Section Export Compliance is only intended for general information purposes and should not be construed as legal advice concerning the export control laws and regulations of any country. For details on export restrictions applicable to Services, you should refer to the laws and regulations of the relevant jurisdiction.

15. Notifications

We may provide notifications to you via email notice, or through posting of such notice on the Website or through other means of communication, 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 the Terms of Use. 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](#).

16. Force Majeure

We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

17. Independent Contractors

We and you are independent contractors, and these Terms will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

18. Miscellaneous

These Terms, Order Form(s) and Services Agreement (if any), including any modifications hereto and any additional agreements you may enter into with the Company in connection with the Services, represent the entire understanding between the Company and you with respect to the matters contained herein and supersede all previous or contemporaneous agreements, proposals, understandings and representations, written or oral, with respect to these Terms hereof.

The Company reserves the right to update, change or modify these Terms from time to time at its sole discretion upon prior fifteen (15) days' notice to you. If you do not agree with the terms and conditions of these Terms or any subsequent modifications to these Terms, do not use or access (or continue to access) Services.

Your Order Form with us may be amended or modified as agreed in written by both Parties.

In case of any conflict or contradiction between these Terms and Order Form, the provisions of the Order Form shall prevail.

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, delegate, and sub-contract these Terms or any rights granted hereunder. You acknowledge and agree that the Company may assign, novate, transfer, delegate and license these Terms and/or any of its rights hereunder to any other entity in connection with a merger, reorganization, recapitalization or sale of all of or substantially all of its stock, business or assets, with or without notice to you.

The Company reserves the right to fulfil any of its duties and powers under these Terms by the use of agents and sub-contractors and to assign such duties and powers without your prior consent.

All communications and notices made or given pursuant to these Terms must be in the English language. If we provide a translation of the English language version of these Terms, the English language version of the Agreement will control if there is any conflict.