

# Terms and Conditions of Service

*Last modified: June 26th, 2018*

Geph is a service offered by Gephyra OÜ ("the Company"), a company duly established and existing under the laws of the Republic of Estonia, registry code 14488270, address Sepapaja 6, Tallinn 15551, Estonia.

By using this site and making use of Geph, a service offered by Gephyra OÜ, you agree to abide by the following Terms and Conditions. These Terms and Conditions cover all present and future features offered by your Geph account, individually and collectively referred to as the "Service".

## Users of the Service

This Service is provided exclusively to individuals who are at least 13 years of age, or to minors who have obtained parental or legal guardian consent to open and maintain an account.

This Service is provided exclusively to persons. Accounts registered by "bots" or automated methods are not authorized and will be terminated.

Each user is solely responsible for all of his or her actions related to the use of the Service.

## Usage Policy and Prohibited Activities

The Service cannot be used for activities prohibited by applicable law of the Republic of Estonia or the European Union. To protect our services from being misused, abused or being used to harm someone, we enforce some rules which apply to every user equally, regardless of the type of subscription. You specifically agree not to use this Service for:

- Accessing/sharing/downloading/uploading illegal content, including, but not limited to, child pornography or content perceived to be child pornography;
- Harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- Sending or transmitting unsolicited advertisements or content ("Spam") over the Service, via e-mail or any other communication channel;
- Attempting to access, probe, or connect to computing devices without proper authorization (i.e., any form of "hacking");
- Infringing upon or violating our intellectual property rights or the intellectual property rights of others;
- Promoting illegal activities, or providing means for/helping other people commit illegal activities by providing instructional information;

The account of any user found involved in any of the aforementioned activities will be suspended immediately without notice. Additionally, you may be held responsible for any and all damages

incurred by the Company, including any amounts charged by any outside entity due to said violation(s), including without limitation attorney's fees and costs. Limited Warranties and Liability

The Company does not make any warranty about the reliability of the Service and does not guarantee the security of user data despite best efforts. The Service is provided "as is" and you agree neither to hold the Company responsible nor to seek indemnification for any damages that may arise as a result of the loss of use, data, or profits connected to the performance of the Service or failure in such performance.

We do not control, nor are we responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Service. Furthermore, you will not hold the Company liable or seek indemnification if confidential material is unintentionally released as the result of a security failure or vulnerability in the Service.

The Company will attempt to make the Service available at all times; however, service coverage, speeds, server locations and quality may vary. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Service or communications services or networks. We may impose usage or service limits, suspend service, or block certain kinds of usage at our sole discretion.

Our website may contain links to other websites of interest. However, we are not responsible for the content of any website that we link to, and external sites are governed by their own Terms and Conditions and Privacy Policy and are not covered by this agreement.

We may make improvements and changes to the Service at any time without notice. The Company may at its sole discretion terminate service without cause or notice. Indemnification

You agree that the Company and any parents, subsidiaries, officers, employees, or third-party contractors cannot be held responsible for any third-party claim, demand, or damages, including reasonable attorneys' fees, arising out of your use of this Service.

## **Privacy policy**

Our Privacy Policy explains the way we handle and protect your personal data and privacy in relation to your use of the Service and your browsing of the Geph.io website. By agreeing to the present Terms and Conditions and to be able to use the Service, you agree to our Privacy Policy.

## **General terms of payment**

We reserve the right to discontinue service immediately if a fraudulent payment is detected, such as the use of a stolen credit card, and such cases may be further referred to the competent authorities. Subscriptions

By subscribing to the Service, you agree to become a subscriber for the period you have selected (such as 1 month or 1 year).

If you fail to fulfill your obligation of payment as a user of a paid account, we may suspend your account or delete it after an extended period of default.

## **Modifications to Terms of Service**

Within the limits of applicable law, the Company reserves the right to review and change this agreement at any time. You are responsible for regularly reviewing these Terms and Conditions. Continued use of the Service after such changes shall constitute your consent to such changes.

The Company reserves the right, at its absolute discretion, to modify the Service, for example by adding or removing certain functions of exit servers or by updating the software.

The Company may, at its sole discretion, provide limited technical support, upgrades and updates for the Service. In order to enhance and further develop the Service, we may automatically download and install updates and upgrades from time to time. You, as a user, agree to receive such updates and upgrades as part of your use of the Service. We shall have no obligation to provide support or maintenance for the Services under this Agreement.