

Terms of Service

Last updated on 16th January 2020

OVERVIEW

These Terms of Service (“Terms of Service”, “Terms”,) are between you (the “User”, “you” or “your”) and Private Limited Company “TechFin UAB” (“TechFin UAB”, “we”, “us” or “our”). This website: <https://sdkfinance.app/> (the “Website”) is operated and owned by TechFin UAB.

TechFin UAB is a legal entity registered under the law of Lithuania with its registered number: 305153451, address: Didžioji g. 14-1 str., Vilnius, Lithuania.

Please read these Terms of Service carefully before accessing or using our Website. By accessing or using any part of this Website, you agree to be bound by these Terms of Service. These Terms of Service apply to all users of this Website. If you do not agree to all the provisions of these Terms of Service you may not access or use any of the services provided by this Website (“Services”).

We reserve the right to update, amend or replace any part of these Terms of Service by posting updates and/or changes to this Website. In order to continue using the Website or Services you may be required to read and accept these Terms again once they were updated. Please check these Terms every time you access or use this Website. If you are using the Website or Services on behalf of a business you hereby declare that you have the authority to bind that business to these Terms of Service.

SECTION 1 – ACCESSING THE WEBSITE

This Website may only be used by natural persons (individuals), companies or other legal entities who have the legal capacity to enter into legally binding contracts under the law applicable in their country of residence. By agreeing to these Terms of Service, you represent that you are of legal age in your country of residence. You may not use this Website and/or any of our Products and services provided by this Website for any illegal or unauthorized purpose.

SECTION 2 – GENERAL CONDITIONS

We may terminate your use of the Website for any breach of these Terms of Service or for any breach of law or regulation or for any reason we consider appropriate in order to comply with any legal requirements. By using this Website you understand that your content (not including credit card information), may be transferred in unencrypted form and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit without express written consent from us: a) any portion of the Service; b) use of the Service, or access to the Service c) any contact on the Website through which the service is provided.

The headings used in these Terms of Service are included for exclusively for your convenience and shall not limit or otherwise affect these Terms.

SECTION 3 – ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION, SERVICES, PRODUCTS.

All content shown on this Website along with all information, services and products provided by it are provided and made available by us to you without any warranties, conditions or guarantees. All such warranties, conditions or guarantees may be implied only by law and to extend permitted by law. In particular, we do not guarantee the accuracy, reliability, performance of completeness and/or suitability for purpose of any information, services and/or products provided by us to you through this Website or Services.

We will use our best efforts to ensure you that any information placed on this Website is obtained from the resources which are likely to be reliable. We have no obligation to update any information on this Website and does not guarantee either completeness or accuracy of such information. We shall not be responsible for any use or interpretation of such information. None of the information constitutes legal, financial or investment advice.

All the information placed on this Website is provided exclusively for your guidance and should not be relied upon or used as the sole basis for making decisions. You use this Website as well as all the information provided on it solely at your own risk.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our Services are subject to change without notice. We reserve the right at any time to modify or discontinue the Services (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services.

SECTION 5 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input (“third party tools”, “optional tools”). You acknowledge and agree that we provide access to such optional tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional tools. Any use by you of optional tools offered through this Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party providers.

We may also at any time thereafter offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 6 – THIRD-PARTY LINKS

Certain content, products, and services available through this Website may include materials from third-parties. Third-party links on this Website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating any third party content or its accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to such third-party.

SECTION 7 – USER COMMENTS, FEEDBACK, AND OTHER COMMUNICATIONS

Any communications or materials of any kind that you email, post, telephone or otherwise transmit through the Website, including your comments, feedback, other information, questions or suggestions (“User Communications”) will be treated as non-proprietary and non-confidential.

We may use User Communications in any way and on its sole discretion either on the Website or elsewhere with no liability or obligation to you. We may monitor any User Communications for security purposes. We shall not be responsible for any costs, damages, expenses or any other liabilities incurred as a result of its monitoring activities.

We may, but have no obligation to monitor, edit or remove any User Communications that we determine unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or such that violates these Terms of Service or any third party rights (including but not limited to intellectual property rights).

You agree that your comments or any other communication shall not violate any right of any third party (including without limitation copyright, trademark, privacy, personality or other personal or proprietary rights). You also agree that your comments shall not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of this Website or Services. You agree that you shall not use false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or any third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party on this Website.

SECTION 8 – PERSONAL DATA

TechFin UAB processes information about you in accordance with its Privacy Policy. You have to accept our Privacy Policy before using this Website or Services. To view our Privacy Policy.

SECTION 9 – ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on this Website or the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information on this Website or related Service at any time without prior notice. We undertake no obligation to update, amend or clarify information on this Website or related Services, including without limitation, pricing information, except as required by law.

SECTION 10 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using this Website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website or Services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of this Website for violating any of the prohibited uses.

SECTION 11 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated

by us) provided 'as is' and 'as available' for your use, without any representation, warranties of any kind.

In no case shall TechFin UAB, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Website or Services. Where some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 12 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless TechFin UAB and our affiliates (including without limitation parent companies, subsidiaries, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees) from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service.

SECTION 13 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 14 – TERMINATION

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use this Website or our Services, or when you cease using our Website.

In cases when we know you have failed or we have grounds to consider you have failed, or we suspect that you have failed to comply with any term or provision of these Terms of Service, we also may terminate your use of this Website or any of our Services or Products at any time without notice.

SECTION 15 – ENTIRE AGREEMENT

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this Website or in respect to our Services or Products constitutes the entire agreement and understanding between you and us and govern your use of the Service and supersedes any prior agreements, communications and proposals, whether oral or written, between you and us (including without limitation any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 16 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Lithuania.

SECTION 17 – INTELLECTUAL PROPERTY

All materials contained on this Website including without limitation all texts; articles; images; logos or software (the “materials”) are owned by us and constitute our intellectual property. The materials may not be copied or redistributed for commercial or private purposes of any kind without prior written permission from TechFin UAB. By providing you with access to this Website we grant you a non-transferable, limited personal licence. This licence shall be deemed valid only in case of your full compliance with these Terms of Service.

SECTION 18 – CONTACT DETAILS

Any and all questions as regard to these Terms of Service shall be sent to our email address:

info@techfin.it