**TERMS AND CONDITIONS OF VOOXEE**

* These Terms and Conditions (hereinafter referred to as the “**T&C**”), as they may be altered or amended from time to time by VOOXEE, a company duly incorporated in the Republic of Cyprus, under registration No. HE 436148 (hereinafter referred to as “**VooXee**”), regulate and govern the User’s use of VooXee’s Services and Website as described herein.
* The User, being any physical and/or legal person which uses and/or interacts in any way or form with the VooXee website and/or VooXee, declares, warrants and agrees that the User has read, understood and agreed to be legally bound by the T&C and the Privacy Policy of VooXee. If the User does not agree to be bound by the T&C or the Privacy Policy, the User may not use or access any of VooXee’s Services and is not allowed and must stop using and/or browsing and/or otherwise interacting with the VooXee website. VooXee has the right to alter or amend the T&C from time to time without providing notice to the User and, therefore, it is the User’s sole responsibility and obligation to regularly monitor the T&C for any such alterations or amendments.
* **1. THE VOOXEE SERVICES**
* **1.1** The VooXee Services (hereinafter referred to as the “**Services**”) provide the User with the ability to locate and compare products and services, by providing sponsored and/or paid advertisements, listings or other information of any type or nature. Paid and/or sponsored advertisements and/or information may be prioritized on display in listings or search results from other types of information. VooXee aims to provide to physical and/or legal persons the opportunity and/or service of advertising their products and/or services and offer the same to third persons on and/or through the VooXee website.
* **1.2** The nature of the Services are advertising services, which are displayed by VooXee on behalf of third physical or legal persons or businesses. The completeness and accuracy of the advertisements and the information contained therein, which is displayed by VooXee, is relied upon data submitted by such third persons accordingly, in accordance with these T&C.
* **2. USE OF SERVICES**
* **2.1** Subject to the User’s compliance with the T&C, the VooXee provides the User with the non-exclusive right to use the Services, and any information and/or content is made available by VooXee to the User for informational purposes and for any other purposes expressly stated in the T&C.
* **2.2** Use of any of the Services does not provide the User with any intellectual property rights, such as trademarks, logos etc, relevant to the use of the Services provided by VooXee, subject to the User obtaining the written consent from the respective owner of such rights. The use of any of the Services does not provide any User with ownership of or any rights to any data that may be provided via use of the Services. Unless expressly stated in the T&C and only to such extent, the User may not copy, use, reproduce, display, represent, sublicense, circulate or distribute in any way any data which is made available by VooXee on the website and/or with regards to use of the Services, without the written consent of VooXee.
* **2.3** The User is prohibited to use the Services and any data made available to the User in relation to use of the Services in any way which may interfere with any third party’s ability or right to use the Services and/or VooXee’s ability to provide the Services. Prohibited use of the Services includes but is not limited to, violation or infringement of any party’s right, impersonating any other entity or person, using a false identity, submission of misleading or false information to VooXee, breach of any applicable laws.
* **3. PAID SERVICES AND TERM**
* **3.1** Any Services which are provided by VooXee to the User following a request submitted to VooXee by the User (hereinafter referred to as the “**Paid Services**”) shall be automatically renewed for periods of the same length, unless the User provides VooXee with written notice of their intention not to renew such Services at least 1 month prior to the end of the Initial Term or any renewed period.
* **3.2** The User acknowledges that VooXee may, from time to time, change the date of publication of the directory relating to the Services purchased, and that any Initial Term or renewed period, may be reduced or increased, at the VooXee’s sole discretion, and the relevant Fees shall be reduced or increased proportionally and accordingly.
* **3.3** The Fees with regards to Paid Services may be increased by VooXee at its sole discretion. The User shall pay VooXee such increased Fees upon receipt of the relevant notice from VooXee.
* **4. TERMINATION OF SERVICES**
* **4.1** VooXee may terminate provision of the Services in whole or in part at any time and for any reason by providing the User with thirty (30) days written notice.
* **4.2** Whenever applicable, VooXee shall provide the User with all Fees for Services which were not provided but paid by the User. This amount is paid as damages by VooXee to the User as full and final settlement of the VooXee’s entire liability for any loss, damages, costs and/or expenses incurred by the User.
* **4.3** The User may stop using the Services at any time, except in the event that the User uses Paid Services. VooXee may terminate access of the User to any Services if it obtains reasonable belief that the User has breached any provision of the T&C and/or any other applicable Policy of VooXee and/or applicable Laws. In the event of Termination, VooXee may undertake any necessary means in order to prevent such User from access to the Services.
* **4.4** VooXee retains the right to terminate in whole or in part the provision of the Services with immediate effect, and all Fees for the remaining Term shall become immediately due and payable to VooXee as damages, if any of the following occur:
* (a) the User does not pay the Fees due;
* (b) the User ceases its undertaken business;
* (c) the User reproduces either a portion of or in its entirety the Services created by VooXee in any other platform without VooXee’s written consent;
* **5. DATA**
* **5.1** The User acknowledges that, VooXee, for the purpose of promotion of the Services, may convey information and content (hereinafter referred to as the “**Data**”) including links to websites, statistics, performance estimates, reviews, ratings or other types of information.
* **5.2** The User acknowledges that such data is conveyed solely for informational purposes.
* **5.3** The Services allow the User to generate or submit data. The submission or upload of the data by the User grants VooXee the consent, authorisation, right and license to use, reproduce, distribute, publicly display and transmit such data for any purpose, without providing the User with any obligation or compensation for any of the aforementioned activity.
* **6. THIRD PARTY DATA**
* **6.1** The User acknowledges and agrees that for the purposes of provision of Services, VooXee may display and publish third party data related to the User, and publish the User's data to third parties. Further, the User acknowledges and agrees that VooXee shall not be held responsible or liable, for any damage or loss caused directly or indirectly by or in connection with third party data or the publishing of User's data to third parties.
* **6.2** VooXee may provide access to third party data, such as reviews generated by Users, other data submitted by Users and any website links to websites of third persons. VooXee does not undertake any obligation to monitor, investigate or review any data submitted or provided otherwise by third persons or Users, any third persons providing any website links or their data and does not endorse any opinions, ideas or concepts of third-party data. Notwithstanding, VooXee reserves the absolute right to process such data, including reviewing, amending and removing any such data from VooXee.
* **6.3** VooXee is not responsible for any third-party data, irrespective of its accuracy, availability or suitability, for services or events sold or advertised by any third party or for any action or omission of any third party. VooXee has the right, at its sole discretion, to alter, amend or delete any third-party data. The User undertakes at all times any and all risks associated with the undertaking of business over the internet and agrees that VooXee shall not be held liable or responsible for any damage or loss which is a direct or indirect result of the User’s use of third-party data, services or websites.
* **6.4** In the event that any User objects to any third-party data, such User may report such data to VooXee by contacting VooXee. Following the report, VooXee will address such data in its sole discretion and as deemed necessary.
* **7. USER’S WARRANTIES** **AND INTELLECTUAL PROPERTY**
* **7.1** The User hereby warrants:

1. its eligibility to use the Services and is of 18 years or over of legal age and of legal competence to be bound by the T&C.
2. in the event that the User is using the Services on behalf of any third person, that is an authorized representative of such third person and that use of the Services constitutes the third person’s acceptance of the T&C.
3. its authorization to publish the data in the Republic of Cyprus and worldwide, and to display relevant digital advertisements on websites.
4. that it holds all permits or licenses corresponding to the services or events which may be advertised, including any license of practice or of organised event issued by any professional or other regulatory body exercising its jurisdiction over the User's activities.
5. that it holds all the rights to use the trademarks or trade names included in the provided data and that such use does not violate any provision of any domestic or international law or statute relevant to intellectual property.

**7.2** The User agrees by accepting the T&C to comply with all applicable Intellectual Property Laws and the User is strictly prohibited to copy, transmit or otherwise obtain or to post any content that infringes any intellectual property laws and regulations, including trademark, copyright or other rights of any third party.

**7.3** The User hereby agrees and consents that by using and/or making available and/or posting and/or submitting any information and/or data including text, photos, video and audio to VooXee, the User grants and provides to VooXee a free, irrevocable and unrestricted right to exploit, develop, alter, copy, reproduce, make available for display, distribute or use in any way such information and/or data.

**8. DISCLAIMER OF WARRANTIES**

**8.1** VooXee provides the Services on an “as is” and “as available” basis and explicitly does not warrant that the Services, use of the Services and any data relevant to the Services shall be secure, free of any delays, errors or inaccuracies or meet the User’s requirements.

**8.2** Other than any express warranties contained within the T&C, VooXee does not make any warranties and hereby disclaims any implied warranties, including but not limited to warranty of suitability for a specific purpose, warranty relevant to any services or goods which may be purchased from the VooXee’s website or by using VooXee’s website, warranty of any third party data, services or goods, irrespective of whether these were accessed by the VooXee’s website or otherwise.

* **9. LIMITATION AND EXCLUSIONS**

The User declares, acknowledges and agrees that prior to using the Services of VooXee and/or interacting with the VooXee website in any way, including listing any ads and/or purchasing, selling, renting and/or providing or receiving any products and/or services from and/or through VooXee, the User has done so at the User’s sole responsibility and following the undertaking of relevant precautions as the User deemed necessary in order to avoid any damages and/or losses of any type and/or nature.

The User agrees and acknowledges that:

1. relevant errors may occur with regards to provision or use of the Services.
2. in the event of any omission and/or error with regards to the Services, the VooXee’s liability shall be limited to the sum of the Fees due pursuant to any request submitted to VooXee by the User for the Initial Term or any renewed period thereon.
3. it must provide VooXee with notice, within thirty (30) days from the date of provision of the Services, of any errors or omissions with regards to the Services. In the event that the User does not notify VooXee within the aforementioned period, the User shall forfeit all rights related to such errors or omissions.
4. VooXee shall not be held liable to the User or any third party for damages of any type or nature, including but not limited to damages with regards to lost data and/or profits, which arise as a result of or in relation to the use of the Services.
5. VooXee’s liability arising from or relevant to use of the Services shall not in any way exceed the amounts that were paid by the User to VooXee for provision of the Services.
6. VooXee has no liability or responsibility for failure to store or remove any data which is maintained or displayed in relation to the Services.
7. VooXee reserves the right at any time to alter or cease provision of the Services in whole or in part, with or without provision of notice, and that VooXee shall not be held responsible or liable by the User or any third party in such cases.

* **10. INDEMNITY**
* **10.1** The User agrees to indemnify and hereby indemnifies VooXee, any of its officers, employees and/or persons affiliated with VooXee, harmless from any loss, expenses, or damages which may arise in relation with any claim or action brought by any third party against them.
* **10.2** The User agrees that in the event of any dispute with any other User or third party with regards to the Services or which is a consequence of the Services, the User releases VooXee, any of its officers, employees and/or persons affiliated with VooXee, from damages and claims of any nature or type.
* **11. PRIVACY**

**11.1** The User acknowledges and agrees that any of their personal information will be used to enable VooXee to meet its obligations under the T&C and provide the User with the Services. The User authorizes VooXee at all times to include the User's name, email address, street address, telephone number and other general business information on its website for advertising or marketing purposes and for any other relevant purposes.

**11.2** The User reserves the right to cancel the authorization provided to VooXee, at any time, upon written request to VooXee to cancel such authorization.

**11.3** The User agrees that by provision of any email address to VooXee, VooXee may send emails to the User and to such email addresses regarding marketing, advertising or any other content or with regards to the Services.

**11.4** The User reserves the right to opt out of receiving emails from VooXee, by providing written notice to VooXee to opt out of receipt of such emails.

**11.5** The User agrees that VooXee may provide the User with any legal notices via email.

* **12. DISPUTE RESOLUTION**
* **12.1** The User hereby agrees that with regards to any and all disputes arising or relevant to the T&C or to the Services, the User shall first contact VooXee by providing a description of the dispute and the contact details of the User, and providing VooXee with thirty (30) days in order for VooXee to undertake relevant investigations and attempt to resolve such dispute.
* **12.2** In the event that a dispute is not resolved within the aforementioned thirty (30) days, the User hereby agrees that the dispute will then be resolved in negotiation proceedings between VooXee and the respective User.
* **12.3** This Term shall in no way limit VooXee’s right to investigate reported violations or complaints with regards to the Services or the T&C or to take any actions deemed appropriate by VooXee, including but not limited to Court proceedings and contacting competent authorities and/or law enforcement officials.
* **13. FORCE MAJEURE**
* **13.1** VooXee shall not be held liable for any non performance under the T&C, any request by any User, or with regards to provision of the Services which is due to any event beyond its reasonable control.
* **14. APPLICABLE LAW AND JURISDICTION**
* **14.1** The applicable law to the T&C, performance and enforcement of any obligations are the laws of the Republic of Cyprus.
* **14.2** The Courts of the Republic of Cyprus are the competent Courts with regards to resolution of any disputes which arise or are relevant to the T&C or the Services.