



UNIWEBSITE SOLUTION

Perfect solution for your online business



NOVEMBER 3, 2019

Horne Prsany 27, Horne Prsany, Banska Bystrica, 97405 Slovakia

User Agreement

In This User Agreement:

“**Account**” means your account on this website corporate, business or personal.

“**Customer**” means a User of UNIWEBSITE SOLUTION Services.

“**UNIWEBSITE**”, “**we**”, “**our**”, or “**us**” means UNIWEBSITE SOLUTION

“**Intellectual Property Rights**” refers to all intellectual rights including but not limited to:

(a) copyright, patents, registered designs, trademarks, and any right to have confidential information kept confidential; and

(b), whether or not such privileges are listed or capable of being listed and whether current under any laws.

“**UNIWEBSITE Services**” means services delivered by UNIWEBSITE SOLUTION.

“**User**”, “**you**” or “**your**” means any entity who uses the website

“**User Contract**” means :

(1) this User Agreement;

(2) any other provisions acknowledged by both the **UNIWEBSITE** and Customer, to the degree not conflicting with the User Agreement and the Privacy Policy;

“**Website**” refers to the websites operated by **UNIWEBSITE** and any connected **UNIWEBSITE** services, implements or applications.

1. Summary

By using the Website, you acknowledge and agree to the subsequent terms with **UNIWEBSITE SOLUTION**.

We might change User Agreement along with any related material as required by posting amended terms on the Website.

The Services are provided by **UNIWEBSITE SOLUTION** (“UNIWEBSITE SOLUTION”), located at **Horné Pršany 27, Horné Pršany, 974 05 Slovak Republic**.

The Website is an online place where Users utilise UNISOL Services.

2. Scope

As you start utilising **UNIWEBSITE SOLUTION** Website, read the whole User Agreement, relevant terms and all related information.

You need to read and accept all of the terms in this User Agreement, the **UNIWEBSITE SOLUTION** Privacy Policy and all Website policies. You confirm that this User Agreement will relate to whenever you use the **UNIWEBSITE SOLUTION** Website, services provided and any products we make accessible to interact with the **UNIWEBSITE SOLUTION** Website.

3. Eligibility

You will refrain from using **UNIWEBSITE SOLUTION** Website if you:

- i. barred from legally binding contracts; or
- ii. a person forbidden from receiving services under the rules of European Union or other appropriate jurisdiction; or
- iii. are banned from using the **UNIWEBSITE SOLUTION** Website.

The account owner is accountable for entirety performed with that account. We might refuse to accept an individual or business entity as a User at our sole discretion.

4. Using UNISOL

While using the **UNIWEBSITE SOLUTION** Website, you will not:

- i. post content or items in inappropriate categories or areas on our websites and services;
- ii. infringe any laws, third party rights or our policies;
- iii. fail to deliver payment for services delivered to you, unless **UNIWEBSITE SOLUTION** has materially changed **UNIWEBSITE SOLUTION** Service provided or a clear typographical error is made;
- iv. circumvent or manipulate our fee structure, the billing process, or fees owed to **UNIWEBSITE SOLUTION**;
- v. work with false, inaccurate, misleading, defamatory or offensive content;
- vi. distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- vii. distribute viruses or any other technologies that may harm **UNIWEBSITE SOLUTION**, the Website, or the interests or property of **UNIWEBSITE SOLUTION** users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- viii. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the **UNIWEBSITE SOLUTION** Website;
- ix. copy, modify or distribute rights or content from the **UNIWEBSITE SOLUTION** Website or **UNIWEBSITE SOLUTION** copyrights and trademarks; or
- x. harvest or otherwise collect information about Users, including email addresses, without their consent.

5. Intellectual Property Rights infringement

It is our policy to respond to clear notices of alleged intellectual property rights infringement. Our Copyright Infringement Policy is designed to make submitting notices of alleged infringement to us as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to understand or verify. If you believe that your Intellectual Property Rights have been violated, please notify us via info@uniwebsite-solution.com and we will investigate.

6. Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify **UNIWEBSITE SOLUTION** and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

7. Right To Review

We may read all correspondence posted to the Website and download or access, and test (if necessary), all uploaded files, programs and websites related to your use of the Website for the purpose of investigating fraud and for risk management and related purposes.

8. Limits & Fraud Prevention

If we find out that any amounts you deposited are a result of a falsified transaction (e.g. using an unauthorised credit card transaction) the transaction will be cancelled immediately. If those amounts have already been assigned against services provided, you must reimburse us for any loss and fees associated with these transactions. If you refuse we will suspend your account and might take action against you or the business you represent.

We will at our own discretion limit your account if:

- i. we consider there might be a significant level of threat related to you, your files, or any or all of your accounts, as well as if we trust that there is a threat that such moneys will be resulting in funds refusal by relevant institutions;
- ii. We trust that moneys will be sent to someone other than yourself;
- iii. We believe you are sending funds to countries on we do not provide services to; or
- iv. we have to take action due to law.

9. Right To Refuse Service

We might chose to close your account, at our sole description, including but not limited to the reasons outlined below:

- i. if we conclude that you are in breach of our terms and conditions, or are not acting on terms of this agreement;
- ii. if you breached a law;
- iii. if you breached someone's Intellectual Property Rights;
- iv. if you engage in fraudulent or deceptive activities;
- v. we are required to do so by law;
- vi. you might result in risk to us;
- vii. you result in loss to us;
- viii. you are offending or a risk to another user;
- ix. for other similar reasons.

If we decide to close your account due to this agreement you will become liable to pay all your outstanding fees and settle your account in full

10. Disputes With Us

In case of any disputes we strongly advice to get in touch with us, usually disputes arise due to misunderstandings and we would be happy to assist you.

All disputes you file against us must be resolved in accordance with these terms and conditions. We will endeavour to assist you however **UNIWEBSITE SOLUTION** inability to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

11. Privacy

Your privacy is of utmost importance to us. Any of your personal details will only be used by us in accordance with our Privacy Policy. If you do not agree with this policy in any way please refrain from using our services.

12. Indemnity

You will protect us (and our directors, officers, agents, and employees) against any entitlement or request, including permissible costs and fees arising out of or due to your acting in contradiction to this Agreement, or your breach of any laws in the course of using the **UNIWEBSITE SOLUTION** Website and **UNIWEBSITE SOLUTION** Services.

13. Security

We're keen to safeguard all the information you supply to us, striving to keep it secure and that you're responsible for who can access it. Ensuring your privacy is protected and your material is a top priority at **UNIWEBSITE SOLUTION**. We have taken vigilant procedures to safeguard your information. We're constantly analysing, reviewing and improve the security of our site. We work continually to guarantee that **UNIWEBSITE SOLUTION** authentication and safekeeping processes are amongst the best in the industry.

You must instantaneously inform us upon becoming alert of any unauthorised use or any other safety breach to the Website or the **UNIWEBSITE SOLUTION** Services and do all that is possible to diminish the security breach or unauthorised access (together with conserving evidence and informing suitable authorities).

14. Limitation Of Liability

Under no circumstances shall we be liable for:

- i. any unintended, consequential, distinctive or related damages that might arise;
- ii. any damage to business, income, or profits (whether indirect or direct) that might be experienced by you;
- iii. any damage, claim, or loss which might be sustained by you as a consequence of any of your dealings concerning the Website.

The limits on our accountability to you will be effective if we or not, staff, our affiliates, our related entities or anyone else connected with us have been counselled of the likelihood of such damages or costs arising.

15. Our Warranties and Disclaimers

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER UNIWEBSITE SOLUTION NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

16. Liability for our Services

WHEN PERMITTED BY LAW, UNISOL, AND UNIWEBSITE SOLUTION SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF UNIWEBSITE SOLUTION, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, UNIWEBSITE SOLUTION, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

17. Jurisdiction Limitations

In case any law or jurisdiction prohibits limitations outlined in this agreement or sets limits to these limitations, we reserve the right to request limitations to the maximum extent permitted by these laws.

18. Bar To Action

We reserve the full right to use this agreement as bar to your action, claim, court appointment or any other relevant act covered in essence and/ or spirit in this agreement. We reserve the right to use this agreement and clauses within as a main contract between you and us.

19. No Class Actions

You and we agree that you and we will only be permitted to bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and we agree otherwise, the arbitrator may not consolidate or join more than one person's

or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. In addition, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favour of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Users.

20. Law And Forum For Legal Disputes

This Agreement will be governed in all respects by the laws of Slovak Republic or United Kingdom. If a dispute cannot be resolved then you and **UNIWEBSITE SOLUTION** irrevocably submit to the non-exclusive jurisdiction of the courts of Slovak Republic or United Kingdoms.

21. Severability

The inaccuracy of any part of this agreement will not and shall not be thought to affect the legitimacy of any other part. In the event that any provision of this agreement is held to be invalid, the parties agree that the left over provisions shall be considered to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision

22. Interpretation

Titles are for reference purposes only and in no way limit, define, describe or construe the range or degree of such section.

23. No Waiver

Our inability to action with regards to an expected or actual breach by others or you does not relinquish our right to act with regards to following or comparable breaches. No meaning in this section is intended to restrict your accountability due to any fraud or deceitful misrepresentation.

24. Communications

You agree to accept announcements and material from us in regard to the Website by electronic message. You may pull out this agreement at any time, however you should chose to do so we might decide on to suspending or closing your Account.

25. Additional Terms

It is vital to comprehend and read all our documents and they will provide you with a good guideline on your rights and responsibilities, as well as will provide you with the set of rules you need to follow. The polices that we mention include, but not limited to this User Agreement along with other polices that we may publish on our site from time to time, in addition to:

- Privacy Policy
- Copyright Infringement Policy

If any of these policies are changed we will publish the change on our website, hence we recommended that you check and review these polices occasionally to stay up-to-date with any changes published. Changes are considered effective as soon as the new policy is published on the **UNIWEBSITE SOLUTION** website.

26. General

UNIWEBSITE SOLUTION is located at **Horné Pršany 27, Horné Pršany, 974 05 Slovak Republic.**

This Agreement covers all the terms, obligations and responsibilities between you and **UNIWEBSITE SOLUTION**. In case of termination of this agreement following sections will remain: Anything with respect to fees owed for our services, Release, Disputes With Us, Content, Bar To Action, No Warranty As To Content, Indemnity, Limitation Of Liability and No Class Actions.

27. Feedback

Should you have any enquiries with regard to this User Agreement or if you desire to report any breaches of this User Agreement, please contact us by emailing us at info@uniwebsite-solution.com