

WEBSITE TERMS OF USE

Last Updated: September 23, 2017

Please read carefully these Website Terms of Use (hereinafter – the «**Terms**») before using our websites WWW.SOLVE.CARE OR WWW.SOLVECARE.IO and all the variations of web addresses (hereinafter – the «**Websites**»). If you do not agree with these Terms, you may not access or use the Websites or any other mobile applications and online services of the Company.

1. GENERAL PROVISIONS

- 1.1. These Terms are legal agreement between you as the user of the Websites on the one part, and the Websites owner, Solve.Care Foundation OÜ, a company registered under the law of Estonia with company number 14323600 (hereinafter – the “**Company**”), on the other part.
- 1.2. By accessing or using the Websites or any other mobile applications and online services of the Company, you will be bound by these Terms and all terms incorporated by reference. If you do not agree to these Terms, you may not access or use the Services.
- 1.3. All instructions, published on the Websites constitute integral parts of the Terms.
- 1.4. You agree to use the Websites in strict compliance with these Terms and applicable law.
- 1.5. The Company reserves the right to change, modify, add or remove provisions of these Terms at any time for any reason. Such changes shall be effective immediately upon posting them on the Websites. You acknowledge that by accessing the Websites after we have posted changes to these Terms, you are agreeing to the modified provisions.
- 1.6. The Web-site is used for information purposes and for personal and non-commercial use only.
- 1.7. The Web-site can be used by persons of any age. Shall any section of the Web-site have the age restriction, such age restriction will be indicated directly on such section.
- 1.8. By accessing and/or using the Site, you affirm that you are of legal age to enter into these Terms or, if you are not, that you have obtained parental or guardian consent to enter into these Terms.
- 1.9. Using the Web-site you shall comply with the Rules of Conduct, defined in Exhibition A hereto, which is the integral part of these Terms.

2. OUR CONTENT

- 2.1. The Company may make available via the Web-site content, including, but not limited to, information, any texts, images, video and audio files, software, applications (together referred to as “**Content**”).
- 2.2. The Content of the Web-site can be changed any time and the Company shall not hold liability for any of such changes. The Content provided by the Company of the Web-site does not create any obligations to the Company.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. All components of the Websites and the Websites as a whole belong to the Company and are protected by the legislation on intellectual property rights protection. All rights reserved.
- 3.2. You acknowledge and agree that all content and materials available on the Websites are protected with, including, but not limited to copyright, trademarks, trade secrets. The reproduction, copying, or redistribution for commercial purposes of any materials or elements of the Websites without the written permission of the Company is strictly prohibited.
- 3.3. Except as specifically defined by the Company, You agree not to commit acts that violate the intellectual property rights of the Company, including, but not limited to selling, importing, exporting, licensing, leasing, modifying, distributing, copying, reproducing, transmitting, publicly displaying, publicly performing, publishing, adapting, editing, or creating derivative works from materials, design elements, or content of the Websites. Use of the content, materials, and other objects of intellectual property rights of the Company for any purpose not explicitly stated herein is strictly prohibited.

4. THE CONTENT YOU SHARE

- 4.1. By sharing the content through the Web-site you acknowledge that such content may be publicly accessible.

- 4.2. You give the Company non-exclusive, transferable, royalty-free, perpetual, irrevocable right to use in any way (including editing, modifying, translating), as well as transmit and display the content you share through the Web-site.

5. CONFIDENTIALITY

- 5.1. By accessing and/or using the Websites, you hereby consent to the collection, storage, use and disclosure of your personal data in accordance with the applicable law.
- 5.2. The relations of the parties hereto specifically pertaining to privacy practices shall be governed by the Privacy Policy.
- 5.3. The Privacy Policy, which is published on the Websites, constitutes an integral part of the Terms.

6. LIABILITY OF THE PARTIES

- 6.1. For non-performance or improper performance of their obligations hereunder, the Company and you shall be liable in accordance with applicable law, unless otherwise provided hereby.
- 6.2. You shall not violate or attempt to violate the provisions of these Terms. If the Company in its sole discretion determines that you have violated or attempted to violate these Terms, your access to the Websites may be terminated. The Company reserves the right to report violations committed by you to the authorized government bodies.
- 6.3. Hereby you agree to indemnify and hold the Company harmless from any claim by any third party due to or as a result of breach by you of these Terms and the provisions of documents to which they refer, as well as in case of breach by you of any law or the rights of a third party.

7. DISCLAIMERS AND LIMITATION OF LIABILITY

- 7.1. You agree that you use the Websites in your own risk. The Company does not warrant the accuracy and completeness of the information available on the Websites. The Company does not warrant that the operation of the Websites will be uninterrupted, error-free, or without malicious programs or other defects.
- 7.2. If you are not satisfied with the conditions and/or quality of the Websites, you must stop using the Websites. Using of the Websites shall mean that you have no claims against the Company.
- 7.3. The Company shall not be liable for any damage, loss (direct, indirect, incidental) and loss of profit, resulting from the access of the use of the Web-site.
- 7.4. The Company shall not be liable for any damage, loss (direct, indirect, incidental) and loss of profit related to the use of the Content of Websites.
- 7.5. We do not promise that this site, not any information, content or materials made available through this site, will be accurate, reliable, complete, error free or compatible with any particular hardware or software, without limiting the foregoing, the company and its officers, employees, agents, representatives, licensors and providers make no representation or warranty:
 - regarding the statements, acts or omissions of any third parties;
 - that the Websites and/or any of its features will be available on a timely basis, or that access to this site and/or any of its features will be uninterrupted or secure;
 - that defects or errors will be corrected; or
 - that the Websites or the servers or networks through which the site is made available are secure or free of viruses or other harmful components.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

- 8.1. You agree that these Terms and the relationship between you and the Company shall be governed by the laws of Estonia.
- 8.2. The Parties shall endeavor to resolve through negotiations all disagreements that may arise between the Company and you during the validity term hereof.
- 8.3. You agree that for the purposes of resolving disputes between you and the Company e-mail correspondence with the authorized persons of the Company at: INFO@SOLVE.CARE shall be effective and binding means of communication.
- 8.4. If the parties fail to reach an agreement on the dispute within 30 (thirty) calendar days, the dispute shall be submitted to the competent court under the laws of Estonia.

9. FINAL PROVISIONS

- 9.1. These Terms shall remain in force until terminated by the Company.
- 9.2. You may stop using the Websites at any time. You shall be deemed to have stopped using the Websites, if you do not visit the Websites for more than 90 (ninety) consecutive calendar days.
- 9.3. The Company may terminate these Terms at any time at its own convenience without explaining the reasons of this decision.
- 9.4. The Company shall have the right to amend or supplement these Terms at any time without notice by posting a new version of the Terms on the Websites. The new version of the Terms shall enter into force on the date of its posting on the Websites, unless otherwise provided in the new version of the Terms.
- 9.5. You shall regularly check the «Terms of Use» link on the corresponding page of Websites to view the then-current Terms.

10. CONTACTING US

- 10.1. Should you believe that any materials available on the Websites infringe your rights, third-party rights, or are offensive, you may notify the Company.
- 10.2. Should you have any questions concerning the Terms or the Websites, please contact us at: INFO@SOLVE.CARE. Please note that email communications cannot be guaranteed to be secure. Thus, do not include any sensitive information in your emails to us.

Solve.Care ©2017

Solve.Care Foundation OÜ unless otherwise noted. All rights reserved.

EXHIBITION A
RULES OF CONDUCT

Using the Websites, you agree to comply with the following Rules of Conduct. These Rules of Conduct may be changed any time by the Company.

You shall not share through the Websites the following information:

- any unlawful, threatening, defamatory, obscene, scandalous, deceptive, fraudulent, tortious, obscene, pornographic, inflammatory, profane or infringing material or any other material that could constitute or encourage violation of the law;
- any harmful or invasive computer code, file, or program;
- any unsolicited or unauthorized advertising or any form of solicitation; and
- any material non-public information about the Company without the proper authorization to do so.

Also, you shall not:

- use the Websites for any fraudulent or unlawful purpose;
- use the Websites to violate in any way the legal rights of others;
- interfere with or disrupt the operation of the Websites or the servers or networks used to make the Websites available;
- in any way restrict or inhibit any other person from using the Websites;
- exploit the Websites or any section of it or the Content for any commercial purposes;
- remove any copyright, trademark or other proprietary rights notice from the Websites or materials originating from the Websites;
- frame or mirror any part of the Websites without the Company's express prior written consent;
- use any manual or automatic device to in any way reproduce or circumvent the navigational structure or presentation of the Websites, without the Company's express prior written consent.