

Terms and Conditions

PREAMBLE

This Terms and Conditions (hereinafter – “Terms and Conditions”), together with any and all rules, guidelines, amendments (hereinafter collectively – “Agreement”), prescribes the terms and conditions that determine the relationship between OTSENE MEDIA OÜ (registered address: Harju maakond, Tallinn, Lasnamäe linnaosa, Pae tn 25-47, 11414, Estonia) (hereinafter – “Otsene”) and you (hereinafter – “You,” “Your,” “Affiliate” or “Advertiser”) and govern Your use of <https://www.otsenemedia.com/> (hereinafter – “Website”), the Website Materials, services offered through the Website (hereinafter – collectively with the Website, the “Services”).

You and Otsene may also be referred to individually as "Party" and together as "Parties" throughout this Agreement. You agree to use the Website, the Services, and any other services offered by Otsene in compliance with the Terms and Conditions of this Agreement. Otsene retains the right, at any time and without previous notice, to amend, modify, make changes to, or completely replace the Website, the Service, and the Agreement.

By continuing to keep a relationship with Otsene, You acknowledge that You have read and have understood this Agreement and agree to be bound by its Terms and Conditions. Otsene may update or modify this Terms and Conditions at any moment at its sole discretion. You are solely and fully responsible for the monitoring any changes and/or amendments to this Terms and Conditions.

If You continue to access or use the Website or any other Services after such changes, it will be deemed that You have accepted such changes. Additionally, Otsene reserves the right, with or without notice, to change or discontinue the provision of all or any part of the Services.

You agree to review this page on a regular basis to establish familiarity with the most recent version of this Terms and Conditions. If You do not agree with any part of this Agreement, You must immediately stop and refrain from using Website and/ or Services.

By registering as Affiliate or Advertiser, using the Services, and/or accessing and using the Website, you represent and warrant that You agree to be bound by this Terms and Conditions.

If You do not agree to this Terms and Conditions or any of its part, You are not allowed to register as Advertiser or Affiliate, use the Services, and/or use the Website, in any manner or form.

This Terms and Conditions applies entirely to Your access to, and use of, the Website and the Services.

Otsene has developed a Privacy Policy and Advertising Policy, which you should read in its entirety and agree to them before using either Website or Services. To discover more about Otsene's Privacy Policy and Advertising Policy, please refer to the Privacy Policy and Advertising Policy sections of the Website.

Throughout this Terms and Conditions, words in the singular shall be construed as including the plural and words in the plural shall be construed as including the singular.

LIMITED LICENSE FOR THE WEBSITE'S USE

"Website Materials" includes, but is not limited to:

- the design of the Website;
- services' description;
- HTML content;
- graphics;
- other files, pictures, codes, software layout, design forms, and their selection and arrangement.

Otsene provides You with a limited license to access and use the Website and Website Materials only for Your own purposes.

The aforementioned license expressly excludes the following:

- Adaptation, modification, translation, decompilation, reverse engineering, disassembly, or conversion into the human readable form of any of the Website Materials not intended for such reading, including the use of or direct viewing of the Website's underlying HTML or other code except as interpreted and displayed in a web browser;

- Any commercial usage or resale of the Website or any Website Materials;
- The acquisition and the use of any postings or descriptions;

- The creation of derivative works based on the Website or any Website Materials;
- The use of bots, data mining, automated tools, spiders, or similar data collecting and extraction techniques on the Website Materials or to collect information about the Website or any other user of the Website, directly or indirectly;
- Imitating, mirroring, copying, distributing, reproducing, downloading, publishing, performing, displaying, transmitting or posting any Website Materials in any form or by any means including, but not limited to: mechanical, electronic, recording, photocopying, or otherwise.

Otsene reserves the right to terminate this Agreement and Your usage of or access to the Website if You make or permit any illegal use of the Website. Your behavior may violate applicable laws, including copyright laws, trademark laws (including trade dress), and communications regulations and statutes. Otsene maintains the right to pursue offenders to the maximum degree authorized by law.

REGISTRATION OF ACCOUNT

To make use of all scope of the Services, Affiliate and/or Advertiser may register for an account or make one by submitting the requested data or information in a thorough and accurate way.

Account registration is subject to the restrictions set forth below. By registering, You agree to be abide by these conditions:

- Accounts created via the use of bots or other automated means are not allowed.
- Account may not be shared.

You may cancel your account and discontinue use of the Service at any time by contacting Otsene directly using the contact information specified on this page and by following instructions of Otsene.

Otsene retains the right, in its sole discretion, to suspend or cancel Your account at any time and without notice in the following circumstances:

- Your access to or use of this Website may cause Otsene, other users, or third parties to suffer damages; and/or
- You have acted in violation of this Terms and Conditions; and/or
- in the event of a legal investigation or governmental engagement; and/or

- the account or its usage is considered by Otsene at its sole discretion, to be improper, objectionable, or in violation of this Terms and Conditions; and/or
- Your use of this Website may result in a violation of applicable laws or regulations.

Suspending or deleting Your account waives Your rights to restitution, compensation, or refund.

MODIFICATIONS

Otsene reserves the right to change both this Terms and Conditions and any Website Materials at any time from time to time, without notice or liability to you or any other person.

You are solely responsible for being aware of any performed changes to this Terms and Conditions and any Website Materials.

Otsene makes no representations or warranties about the accuracy, completeness, reliability, correctness, or error-free nature of the Website Materials.

RESTRICTIONS

You are not allowed to use the Website, Website Materials and/or Services in the following ways:

- For any violation of applicable laws or regulations;
- To post, distribute, generate, or otherwise publish information that is libelous, unlawful, defamatory, obscene, indecent, pornographic, indecent, threatening, harassing, invading someone's privacy or publicity rights, inflammatory, abusive, or otherwise objectionable;
- To post or transmit any content that would constitute or promote a criminal crime, would violate any party's rights, or would otherwise cause liability or would violate any local, state, national, or international legislation;
- To submit any material containing the private or personal information of a third party without the permission of the third party;
- To post or transmit any content that would violate a third party's patent, trademark, trade secret, copyright, or other intellectual or property right;
- To post, distribute, generate, or otherwise publish any content such as charity requests, petitions for signatures, chain letters, or letters relating to pyramid

schemes, advertising or solicitations for funds, political campaigning, mass mailings, or any other form of unsolicited commercial email or "spam," or offering or disseminating fraudulent goods, services, schemes, or promotions;

- To post, distribute, generate, or otherwise publish any harmful content of any kind, including without limitation, Trojan horses, viruses, time bombs, worms, zombies, cancel bots or any other computer programming routines capable of injuring, interfering with, intercepting, or expropriating any program, system, data, or personal information.

INTELLECTUAL PROPERTY RIGHTS

The Website and Website Materials are Otsene's proprietary property. All source code, databases, functionality, software, Website designs, audio and video files and other Website Materials placed on the Website, as well as the trademarks, service marks, and logos contained therein, are owned or controlled by Otsene or licensed to Otsene, and are protected by international copyright and trademark laws, as well as various other intellectual property rights.

The Website Materials are given on the Website "as is" for Your information and personal use only and are not intended to be used for any other purpose.

The Website and Website Materials may not be copied, reproduced, aggregated, republished, uploaded, posted on a public forum, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without Otsene's express prior written permission, unless otherwise provided in this Terms and Conditions.

REPRESENTATIONS AND WARRANTIES

By using the Services, You represent and warrant that:

- You possess the legal ability and agree to abide by this Terms and Conditions;
- You will not access the Website using an automated or non-human method, such as a bot, script, or any other method other than personally;
- You are not qualified as a minor in the jurisdiction in which you reside;
- The use of the Website shall not be inconsistent with or in violation of any relevant law or regulation;

- You agree that you will not use the Website for any unlawful or unauthorized purpose.

SERVICES' INTERRUPTION

For the purpose of ensuring the highest possible quality of Services, Otsene retains the right to stop the Services for maintenance, system upgrades, or any other modifications.

Otsene may elect to stop or discontinue the Services entirely, subject to applicable laws.

The Services will not be accessible owing to circumstances beyond the reasonable control of Otsene, such as "force majeure" events (e.g. labor actions, infrastructural breakdowns or blackouts etc.).

PRIVACY POLICY

You shall refer to the Privacy Policy of this Website to learn more about the use of Personal Data.

ADVERTISING POLICY

You shall refer to the Advertising Policy of this Website to learn more about the requirements for the provision of advertising and related services.

ACCESS TO EXTERNAL RESOURCES

You may get access to external resources supplied by third parties via this Website.

This Website may contain links to other websites and resources provided by third parties. These links are provided for Your convenience only. We have no control over the content of third-party websites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If you decide to access any of the third-party websites or resources linked to this Website, You do so entirely

at your own risk and subject to the terms and conditions for such websites. You further acknowledge and agree that the Otsene shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with Your use or reliance on any such content, information, goods, or services available on or through any such third-party website or resource.

DISCLAIMER OF WARRANTIES

You acknowledge that You use the Website and/or Services at Your own risk. As far as is permissible under applicable law, Otsene expressly disclaims any and all conditions, representations, and warranties of any kind — whether expressly stated, impliedly stated, statutory or otherwise — including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party intellectual property rights. No advice or information, whether oral or written, acquired by You from Otsene or via the Website or Services will constitute any guarantee that is not explicitly contained above.

To the extent permitted by law, Otsene and its subsidiaries, affiliates, licensees, officers, directors, agents, co-branders, partners, suppliers, and employees expressly disclaim any and all warranties, including, but not limited to that:

- the Services will meet Your expectations;
- the Website Materials are accurate, reliable, or correct;
- the Services will be available at any given time or place, uninterrupted or secure;
- any faults or mistakes in the Services will be rectified.

It is Your responsibility to ensure that any Website Material downloaded or otherwise obtained through the use of the Service is free of viruses or other harmful components. You are solely responsible for any damage to Your computer system, mobile device or data loss caused by a Website Material download or Your use of the Services.

Otsene makes no representations or warranties about any product or service advertised or offered by a third party through the Services or any hyperlinked website or service, and Otsene will not be a party to or monitor any transaction between You and third-party providers of products or services.

The Services may become unavailable or may cease to work correctly when accessed through Your web browser, mobile device, or operating system.

Otsene is not responsible for any perceived or real damages resulting from the Services, their operation, or their usage.

INDEMNIFICATION

By using the Website and/or Services You agree to defend, indemnify, and hold harmless Otsene and its subsidiaries and affiliates, as well as their officers, directors, agents, co-branding partners, suppliers, and employees from and against any and all claims or demands, damages or obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees and expenses), arising out of or in connection with:

- Your breach of any of the representations and warranties set out in this Terms and Conditions, including, but not limited to, your failure to comply with any of the provisions of this Terms and Conditions;
- Any data or Website Materials that You send or receive via the Services, as well as Your use of and access to the Services;
- Your willful misconduct;
- Your violation of any third-party rights, including but not limited to any right of privacy or intellectual property rights;
- Your violation of any statutory law, rule, or regulation to the extent permitted by applicable law.

LIMITATION OF LIABILITY

Unless otherwise specified in this Agreement, Otsene shall not be liable to You for any lost profits or other special, incidental, consequential, exemplary, punitive, or other indirect damages of any kind, for any reason, whether based on breach of contract, tort (including negligence), etc.

You explicitly release Otsene and its respective representatives, directors, employees, shareholders, licensors, partners, and agents from any and all liabilities, obligations, claims, and complaints that exceed the scope of this Agreement.

If applicable law precludes such limitation, the Otsene's maximum liability to You will be three hundred dollars (USD 300.00) in any and all circumstances.

CHANGES TO THIS TERMS AND CONDITIONS

Otsene reserves the right to amend or otherwise modify this Terms and Conditions at any time by publishing the updated Terms and Conditions on the Website.

You are solely responsible for checking the Website for the changes to this Terms and Conditions.

You agree that Your continuing use of or access to Website or Services after the publication of any modifications to this Terms and Conditions means Your agreement and acceptance of any changes and/or modifications of this Terms and Conditions.

GOVERNING LAW

This Terms and Conditions shall be governed by, and construed in accordance with, the laws of Estonia, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

DISPUTE RESOLUTION

All disputes arising between the Parties in connection with the use of the Website and/or Services shall be resolved through negotiations between the Parties.

In the event that the dispute in connection with the use of the Website and/or Services could not be settled by negotiation, any of the Parties may refer such dispute to be finally settled by the Arbitration Court of the Estonian Chamber of Commerce and Industry in accordance with its rules and taking into account following procedure:

- The arbitral tribunal shall be composed of a sole arbitrator.
- The seat of arbitration shall be Tallinn, Estonia.
- The language of the arbitral proceedings shall be English.
- This Agreement shall be governed by the substantive law of Estonia.

The defeated party shall reimburse the prevailing party all fees, costs and other expenses, associated with consideration of the arbitral proceedings between the Parties.

SEVERABILITY

If any provision of this Terms and Conditions is or will be determined to be void, invalid, or unenforceable, the parties will endeavor to reach an amicable agreement on valid and enforceable terms to replace the void, invalid, or unenforceable ones.

If this is not possible or stipulated in the relevant legislation, the void, invalid, or unenforceable provisions will be substituted by the appropriate statutory provisions.

However, without limiting the foregoing, the nullity, invalidity, or impossibility of enforcing a specific provision of this Terms and Conditions shall not render the entire Agreement null and void, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would result in an unacceptable hardship on any of the parties.

CONTACTS

All requests related to the use of this Website or its Services must be sent via email info@otsenemedia.com.