

# Terms of Use

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- our Privacy Policy, incorporated herein by reference; and

If you do not to agree to these Terms of Use or the Privacy Policy, you must not access or use the Websites.

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any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

You are responsible for:

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- Ensuring that all persons who access the Websites through your internet connection are aware of these Terms of Use and comply with them.

To access the Websites or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites that all the information you provide on the Websites is correct, current and complete. You agree that all information you provide to register using this Websites or otherwise, including, but not limited to, using any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

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- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the MToday OÜ, a MToday OÜ employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the MToday OÜ or users of the Websites or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Websites.
- Use any robot, spider or other automatic device, process or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
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- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Websites is stored, or any server, computer or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
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You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

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All matters relating to the Websites and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Estonia without giving effect to any choice or conflict of law provision or rule (whether of Estonia or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Websites shall be instituted exclusively in the Estonia although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all

objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver and Severability**

No waiver of by the **MToday OÜ** of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the **MToday OÜ** to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use, our Privacy Policy and terms of conditions for the registration of events constitute the sole and entire agreement between you and the **MToday OÜ** with respect to the Websites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites.

### **Your Comments and Concerns**

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