

## TERMS AND CONDITIONS

UPDATED: 05.03.2022

These terms and conditions (together with the information and policies contained in the pages on the website and any other documents referred in these terms and conditions) (the "**Terms and Conditions**") set out the legal terms that apply to your use of our website <https://oton.market>, any of its sub-domains and any other websites operated by us or on our behalf and any mobile device application or desktop application developed by us or on our behalf (together, the "**Websites**" and "**Website**" being a reference to any one of them) and the other services that we provide (the "**Services**").

When we refer to "we", "us" or "our", we mean OTON Market OÜ, a company registered in Estonia and our registered office is at Harju maakond, Tallinn, Lasnamäe linnaosa, Punane tn 6-219, 13619; our registered company number is 14832129. (the "**Company**"). Where we refer to "you" or "your" we mean you, the person using the Services.

Please read these Terms and Conditions carefully and make sure that you understand them before using the Services. Please note that by using the Services, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, you will not be able to use the Services and you should leave the Website immediately. If you continue to use the Website or if you order products, we will take this as your acceptance of these Terms and Conditions.

Please note that we may amend these Terms and Conditions from time to time, so please check the Website regularly, and each time you use the Services to order products, to ensure you understand the legal terms which apply at that time.

### SCOPE OF THE SERVICES

Please note that when you purchase products using the Website, you are purchasing them from the third-party retailers (the "**Partner(s)**") named on the Website. It is important that you understand that the contract for the purchase of the products is between you and the relevant Partner. We are acting as agent on behalf of the Partners, which are the principals. You are not purchasing the products from us. We are authorized by the relevant Partners to conclude the contract on their behalf but we are not a party to that contract and you are not purchasing the products from us.

We request that all Partners using the Website have and maintain reasonable business policies which comply with our own business policies. We cannot, however, be responsible for the Partners' business policies. If you are unhappy with the product or service you have received from our Partners, you should contact us and we will liaise with the relevant Partner on your behalf to try and resolve the issue.

The Services we offer allow you to search through the Website and purchase products from a large number of the Partners worldwide. As part of the Services, we also provide some ancillary services such as providing you with customer service and assistance and payment processing directly or via our subcontractors.

Notwithstanding that the COMPANY accepts the payment, the contract for the purchase of the products is between you and the relevant Partner. This means that it is the Partner (not us) who is legally responsible for selling and delivery the products to you.

The delivery logistics service is being provided by the Partners to you and as such you are entering into a contract for delivery services provided by the Partners. The Partners may make a charge for these services which will be shown at checkout and prior to your purchase of the products. Your contract is concluded once you've ordered the product on the Website and the Partner have confirmed such order.

Please note that if you are acting as individual and for own benefit, you shall be governed with these Terms and Conditions. If you are acting as a private entrepreneur and for commercial purposes as a distributor, you also shall be governed with these Terms and Conditions and the Distributor Agreement (the "**Distributor**").

These Terms and Conditions sets out the rules that apply to your use of the Website (whether or not you use it to order products or just to browse).

## **PRODUCTS SOLD ON BEHALF OF THE COMPANY**

Some products on the Website maybe sold on behalf of the COMPANY (as a seller). In such case the contract for purchase of the product will be between you and the COMPANY, and the COMPANY will bear all rights and obligations of the Partner as described herein.

## **WEBSITE SERVICES**

The Website is made available free of charge and you are responsible for making all arrangements necessary for you to have access to the Website. Access to the Website is permitted on a temporary basis and it does not include any commercial use of the Website or its contents. You must not reproduce, copy and/or exploit the Website for any commercial purposes without our prior written consent.

We reserve the right to withdraw or amend the Website without notice and, from time to time, we may restrict access to all or parts of the Website. We will not be liable to you if, for any reason, the Website is unavailable at any time or for any period.

When you visit the Website and/or submit an order, you are communicating with us electronically and you agree that all agreements, notices, disclosures and other communications that we send to you electronically (whether on our behalf or on behalf of the Partners) satisfy any legal requirement that same communications be in writing.

You must not use the Website in any way that causes, or is likely to cause, the Website or access to it to be interrupted, damaged or impaired in any way. You understand that you are responsible for all electronic communications and content sent from your computer to us and you must use the Website for lawful purposes only.

We make no guarantee that any or all features of the Websites, Services will work on any particular device.

We are happy for you to link to the Website but you must do so in a way that is fair and legal and does not damage our reputation or take advantage of it (such as by using a link to suggest any form of association or endorsement by us). We reserve the right to withdraw linking permission at any time and, if we instruct you to remove a link to the Website, you must do so without delay.

We may update or change the Website or its contents at any time but we are under no obligation to do so. Please note that this means any of the content on the Website may be out-of-date at any given time. The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. We make no representations, warranties or guarantees, whether express or implied, that the Website, or any content on it, is accurate, complete, up-to-date or will be free from errors or omissions. To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website, or any content on it, whether express or implied.

## **THIRD-PARTY PRODUCTS AND SERVICES.**

The Website contains services and/or products (including add-ons and applications) offered by our Partners (the **“Third-Party Products and Services”**). The Third-Party Products and Services may include the following products and services: nutritional supplements, electronic devices, cosmetics, IT products and services, health and beauty aids, video and audio courses digital products, etc. The list mentioned above may be extended at our sole discretion.

Your use of these Third-Party Products and Services may be subject to additional terms and conditions which we recommend you review before first using such Third-Party Products and Services and continue to review for any changes. We disclaim any responsibility or liability for or in connection with your use of any Third-Party Products and Services. We reserve the right to suspend, withdraw, terminate and/or amend your access to the Websites

and/or Services, including but not limited to Third-Party Products and Services, in the event that you breach any Third-Party Products and Services' terms and conditions. Use of Third-Party Products and Services is entirely at your own risk.

We attempt to be as accurate as possible in the description of the products displayed on the Website. However, as the descriptions are based on information provided to us by the Partners (who remain responsible for them), we cannot guarantee that all details are always accurate, complete or error free. Moreover we disclaim any responsibility for any assurance or promises regarding health benefits of the products or other effects it may claim to create on your health or appearance. If you would like to purchase a product or receive more information about it please send a request to our Customer Service and our Distributor will contact you and provide you with a special link for registration and purchase. The images of the products on the Website are for illustrative purposes only, and although we attempt to display colours accurately, we cannot guarantee that your computer's display of the images accurately reflects the true color of the products. Any guaranty related to the Third-Party Products is on the side of the Partners.

We do not allow Partners to offer flawed items or products of lower quality than the corresponding market standards for sale on the Website. If an item you have ordered is not as described, is flawed or of a lower quality, you can return it to the Partner according to the procedure described in Return Policy herein. Once the item is received by the relevant Partner, you will receive a full refund of the defective product, or alternatively a discount, replacement or repair for the item where possible, agreed on a case by case basis.

As a consumer, you have legal rights in relation to products that are faulty or not as described. Nothing in these Terms and Conditions will affect these legal rights.

The products sold by the Partners are supplied for your domestic and private use only and you agree that you will not use the products for any commercial, business or re-sale purposes, except you are acting as the Distributor. You further agree that you will not export, reexport, or otherwise transfer the products to countries or territories that are the target of comprehensive embargoes or sanctions or to parties identified on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List or the E.U.'s Consolidated Financial Sanctions List. Neither we nor the Partners have any liability to you for any loss of profit, loss of business, interruption of business, or loss of business opportunity.

## **ACCOUNT**

For your convenience, acceleration of the purchase process and integrity you may register a free account with us, by clicking "Sign up" or while purchase. Upon the account registration, you are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your account. You agree to immediately notify us of any unauthorised use of your password or any breach of security and accept responsibility for all activities and purchases that occur under your account or password. In order to properly use the account, you must keep your account information up-to-date and accurate at all times, including a valid email address.

## **AFFILIATED PROGRAM**

To encourage the sales of the products on the Website the COMPANY may launch affiliated program for the Distributors, that may also involve issuance of bonuses, loyalty cards or other instruments. Please carefully read all special conditions connected to the affiliated program on the Website before starting to use it.

The COMPANY may use third party websites for personal accounts (Back office) of Distributors in affiliate program.

## **ORDERING PROCEDURE**

Your order for the products is subject to these Terms and Conditions which are incorporated into the contract between you and the relevant Partner. All orders are subject to availability and confirmation of the order price, which is determined by the relevant Partner. After entering into the contract for the products with the Partner, the Partner will be under a legal duty to supply you with goods that are in conformity with the contract. Legal title to the

product purchased will pass to you upon your payment being accepted. Risk in the product will remain with the Partner until it is delivered to you at the address specified when you placed your order.

By placing an order, you are promising that all details you provide are true and accurate, that you are over 18 years of age, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds in the account to cover the cost of your order.

The Website allows you to check your order and correct any errors before completing a purchase. Please take the time to read and check your order at each page of the order process as you are responsible for ensuring that the information you provide is accurate.

The identity of the Partner is shown on the order confirmation page when you place an order. When you place an order, you will receive an email confirming receipt of your order. This email is only an acknowledgement for information purposes and it does not constitute acceptance of your order by the Partner. The contract between you and the Partner in relation to the products will not be formed until we have checked that the Partner accepts your order. If your order is accepted, we will send you a confirmation email, which concludes the contract between you and the Partner, and you may receive a call from our Partner's manager. The confirmation email will include a description of the products purchased in the order. Only those products listed in the dispatch confirmation email are included in the contract between you and the Partner.

Whilst we try and ensure that all details, descriptions and prices that appear on the Website are accurate, as this information is provided to us by the Partners, there may be cases where errors occur. If we discover an error in the price of any products that you have ordered, we will inform you of this as soon as possible and, acting on behalf of the Partner, give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, your order will be treated as cancelled. If you cancel and you have already paid for the products, you will receive a full refund as soon as possible.

Delivery costs are not included in the prices and will be charged in addition.

After placing an order, you will receive an email containing all the details. We may also be in touch if we need further information to verify your payment. All delivery information is to be provided by the relevant Partner.

We will keep you updated with tracking information and an estimated delivery date.

#### **TAXES AND DUTIES.**

Depending on your delivery address, different taxation rules and additional charges may apply. If you are shipping items from a Partner outside of your territory, you may need to pay import duties upon receipt of the products. We may notify you during the checkout process if import duties are included or you may have to pay them upon receipt of the products. If they are not included, neither we nor the Partner have any control over these charges and we cannot advise on their amount. You will be responsible for payment of any such import duties and taxes that are not included. Please contact your local customs office for further information.

Please note that if you return an item, the taxes and import duties will be refunded to you if they were originally included in the purchase price. If they were not included, then you will be responsible for reclaiming duty directly from your local customs office.

#### **PAYMENTS.**

When you submit your order, we carry out a standard pre-authorisation check on your payment card on behalf of the relevant Partner, and products will not be dispatched until the details you have provided are verified. Once we have verified your payment details and the Partner has accepted and approved your order for delivery, we will email you to inform you of this. In the unlikely event that we or the Partner encounter a problem when processing your order, we will contact you and may possibly request further information to try and resolve the issue.

We reserve the right not to submit your order to the Partner, and the Partner reserve the right not to accept your order if, for example, the product ordered is out of stock, has been withdrawn or is otherwise not available, or if we are unable to obtain authorisation for your payment or if you do not meet the eligibility criteria (e.g. you are under 18).

The currency that you shop with is determined by your shipping destination and will be displayed at checkout before completing your purchase. If your local currency is unavailable, your order will be charged in EUR for a competitive exchange rate.

Payment methods: Visa, MasterCard, American Express, Visa Electron, Bitcoin, Ethereum and other cryptocurrencies. Please note: We do not accept cash on delivery or installments as payment.

Please note that within the payment procedure you may use valid promo code, gift card or bonuses.

### ***Fiat Currency Payment***

We use acquiring provider at our sole discretion for all our fiat currency transaction processing as it is a highly recognized, reputable and reliable system. The payment provider may change at any time without notice.

Please note that due to the tariffs of different payment/acquiring providers that we use from time to time additional charges may be implied to the card payments.

Once you choose to purchase and click pay, you will be taken through the payment process managed by acquiring provider at our sole discretion, where you should follow the online instructions.

### ***Crypto Currency Payments***

We may allow purchasing products using a crypto currency that means multiple crypto coins to make a payment (the "**Crypto Currency**"). We have the right to add or remove Crypto Coins at any time, and a Crypto Coin available at one moment does not require it to be available at the next moment. Unless stated otherwise, the Crypto Currency service is in trial and/or beta, meaning we expect some issues until fully released, and whilst we will make every effort to avoid it, we cannot be held liable for any financial (or other) loss that may incur using this form of payment.

Unless stated otherwise, we are using the service acquiring provider at our sole discretion to power our Crypto Currency payment service. We must abide by their service regulations and we cannot be held responsible for accidents, errors or mishaps that are caused due to malfunctions and/or error within their service.

All Crypto Currency transactions are calculated on an exchange rate between a Crypto Coin and EUR (the "**Crypto Exchange Rate**") may be altered by us, without notice, to allow for fluctuations in the exchange rate between the time period from you placing an order, making payment and us receiving payment. This is important as this means the price you may be shown to pay using Crypto Currency is not constant, nor is it a reference amount for any future purchase and/or refund of the same item/product. For example, if you pay for an item listed as EUR 100 using Crypto Currency, you may pay an amount in Crypto Coins that may then be different in the next moment. Although we may offer a payment in BitCoin, the legal value of the transaction is the amount first shown in EUR; this would be the amount used for conversation and dealings in any future refund.

At the point, you confirm to make a purchase you will be presented with the amount of Crypto Currency to pay. You will also be told the wallet address to send the required amount of Crypto Currency to, and you will be shown a time-limit. Unless stated otherwise this time limit is no longer than 30 minutes. The exact amount requested by us must be sent to the correct wallet address and both received and processed inside the time limit or your order may be cancelled. It is strictly your responsibility to make sure the correct amount (no more or no less) is sent to the accurate location in the right time. We will take no responsibility for errors should you make a mistake.

We may still process an order where funds are received after the time limit should we choose to do so.

Due to the nature of Crypto Currency, if you send more/over than the amount requested, whilst we will make efforts to return overpaid amount we cannot guarantee or promise that this will occur. When calculating the overpaid amount, unless decided otherwise by us, we may use the Crypto Exchange Rate as the rate to return payment of the overpayment in the same currency you paid in.

If you send less than the required amount, your order will be cancelled. Whilst we will make efforts to return underpaid amount in the same currency we cannot guarantee or promise that this will occur. When calculating the underpaid amount, unless decided otherwise by us, we may use the Crypto Exchange Rate as the rate to return payment of the overpayment in the same currency you paid in.

It may be the case that you have sent us the correct amount during the time limit but there was not enough time for the payment to be processed. The time for processing is controlled by the network and outside our control. Should this be the case your payment may be classed as underpaid and cancelled. To avoid this, we suggest you make payment immediately after placing the order and being shown the information to do so.

If you have made an error, please contact us and we will aim to assist you.

## **DELIVERY**

The estimated delivery date of the products will be stated in your order confirmation email. Our Partners are responsible for delivery. We require our Partners to comply with the declared terms for delivery, but there may be circumstances where delivery is delayed because of events beyond our reasonable control. If this happens, we require our Partners to try and arrange for your products to be delivered as soon as possible, but either we or our Partners will not be liable to you for any losses caused as a result of such delay.

Delivery times may vary depending on the availability of the products and your delivery address. Delivery times are estimates only and cannot be guaranteed. The product(s) will be delivered to you directly by the Partner(s) so your order may arrive in multiple deliveries and at different times.

Details of the countries we deliver to can be found on our Shipping & Payment page. There are restrictions on some products for certain international destinations, so please review the information on that page carefully before placing an order.

It is our aim that every item arrives in great condition and we hope you're always thrilled with your purchase. If you receive an item in a flawed or damaged condition, or if it doesn't quite match the description on site, please advise Customer Service as soon as possible. We will transfer your request to our Partner to arrange a return of the product and process a full refund from our Partner for the defective item.

Please note that if you purchase products from different Partners, you will be required to pay separately for delivery from every such Partner.

## **CANCELLATIONS**

As your purchase, will be prepared quickly for dispatch, please contact Customer Service as soon as possible to cancel or make any changes to an order. While we're unable to cancel an order once it has been processed by the COMPANY's Partner, we offer a Returns service.

## **RETURN POLICY**

Please use this Section for information on returns, exchanges and our Returns service.

It is the Partners's responsibility to list its Refund/Return Policy for our Users to read and understand. However, it is our Users responsibility to fully understand the agreement they are entering into and the options available to them in the event of a Refund, Return or disagreement scenario.

At all times your first point of contact is the Partner. The Partner will have the ability to offer and process return and refunds at its discretion. We are able to proceed refund only if we have not transferred the amount to the relevant Partner and subject to the relevant Partner approval to refund. Whilst we will endeavour to help with any situation, we do not have any obligation in regard to the manner in which it decides to become involved with decisions between our Users and the Partners.

At all times if there is an inconsistency between these Terms & Conditions and the Partner's terms & conditions which affects the use of the Website or your activities on the Website, these Terms & Conditions take precedence and you agree that these Terms & Conditions shall prevail in relevant dispute between you and us.

In cases related to cancellation and return we are governed with the Consumer Rights Directive. Depending on where you live, you have a legal right to cancel your order under the Consumer Rights Directive or equivalent consumer legislation in the EU. This means that, during a certain cancellation period, if you change your mind or for any other reason you decide you do not want to keep the purchased products, you can notify us of your decision to cancel the order. Once the products are returned to the relevant Partner you will receive a full refund of the product price; however, you will be liable to arrange and cover the full cost of returning the order to the Partner. Full refund will be made to you in the same currency (Fiat or Crypto accordingly) in which you performed your payment.

Except in relation to certain types of products, you may cancel a contract at any time before your order is delivered and up to 14 days afterwards, beginning on the day after you received the products ("cooling-off period"). The product will be considered as duly received by you once the products have been delivered to you by the courier, dispatched to the relevant post office or have been collected by you from the Partner.

To cancel a contract, you must clearly inform us, preferably:

- By completing and returning the cancellation form and sending it to the address set out in the form.

If you cancel an order (or part of an order) during the cooling off period, you must return the product(s) within 14 days after the day on which you notify us of the cancellation, and ensure the item(s) comply with the conditions listed on our Website. Please note any items must be returned unworn, undamaged and unused, with all tags attached and the original packaging included. Please take care when trying on your purchases and return them in the same condition you received them. Any returns that do not meet our policy will not be accepted.

If you cancel a contract between you and our Partner within the 14-day cooling-off period, we will process the refund due to you as soon as possible. In any case your refund will be completed within 14 days after the day on which the Partner received your return, or if earlier, the day on which we receive evidence that you have returned the product(s) to the relevant Partner's address.

Please note that some types of the Products cannot be return and refunded.

## **ADVERTISEMENTS**

We may at any time and at our discretion alter elements of the Website to benefit companies or individuals who have purchased preferential rights to gain additional/favoured exposure.

The COMPANY may place any form of advertisements at any place on the Website.

To the extent reasonably practicable, we may indicate on the Website which goods and services are advertisements for any promotion that falls outside the Service. You are free at any time to select or click on these advertisements at your free will.

## **INTELLECTUAL PROPERTY**

The COMPANY exclusively owns all rights, title, and interest in OTON MARKET logo, the names of individual Services and their logos, patents, copyrights (including rights in derivative works), trademarks or service marks, logos and designs, trade secrets and other intellectual property embodied by, or contained on the Website and relating Web-pages, documentation etc.

We are the owners or the licensee of all intellectual property rights in the Website and its content (such as text, graphics, logos, button icons, images, audio clips, user interfaces, visual interfaces, photographs, digital downloads, data compilations and software including the presentation and compilation of the same) (the "**Content**").

The COMPANY will have the exclusive ownership of all present and future existing rights to the Content of every kind and nature everywhere. You may not reproduce, distribute, rent, lease, sell, distribute, license, copy, modify, publicly perform or display, transfer, transmit, publish, edit, adapt, create derivative works based on the Content, or otherwise use the Content. This Website also contains many valuable trademarks, names, titles, logos, icons identifying the COMPANY'S Services or the third-parties' products, and other proprietary materials owned and registered by the COMPANY or the third-parties (the "**Trademarks**"). The reproduction, copying, or redistribution for commercial purposes of any Content of the Website and any use of Trademarks as domain names, account identifiers or as search terms, without the written permission of the COMPANY is strictly prohibited.

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You shall never use any COMPANY's or the third parties' logos or marks for commercial and public use without our express permission, unless otherwise explicitly indicated by the COMPANY. You shall not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit or otherwise use any of the COMPANY's or the third parties' logos or marks. You also shall not make any public statement or issue any press release related to the COMPANY's services without our express permission. There are no implied licenses under these Terms and Conditions and all accompanying documents, and any rights not expressly granted to you hereunder are reserved by the COMPANY. Under these Terms and Conditions, you are entitled to use any logos or marks for your personal, non-commercial purposes exclusively.

You must not systematically extract and/or re-utilize parts of the Website or the Content. In particular, you must not use any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilization any substantial parts of the Website. You must not create and/or publish your own database that features substantial parts of the Website (e.g. our prices and product listings) without our prior written consent.

The COMPANY grants you a revocable, non-transferrable, non-exclusive license to download, install and use its mobile and web apps (if available) or for your own purposes. Any web and mobile app license is subject to any limitations or restrictions on the permitted use of the web and mobile app contained in the Online Store Terms where you downloaded the app. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software. You acknowledge that all rights, title and interest to the COMPANY's software are owned by the COMPANY.

### **THIRD PARTY CONTENT**

You may be offered services, products provided by third parties, including our Suppliers and Partners, links to third parties' websites, web-pages and applications. We have no control over the contents of those websites or resources and such links should not be interpreted as an endorsement by us of those linked websites. We recom-

mend you to read the terms of use of the respective third-party Websites, if you decide to use these third-party services.

You hereby consent, that you use such third-party services at your own risk and you are solely responsible for reviewing, understanding and complying with the associated terms and conditions. We expressly disclaim any liability for performance and provision of the third-party services.

## **SECURITY**

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information and other information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information and other information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **RESTRICTED ACTIVITIES**

In connection with your use of the Service, or in the course of your interactions with the COMPANY, you will not:

- Breach these Terms and Conditions or any other Private Policy and similar policies approved by the COMPANY and agreed by you.
- Violate any law, statute, ordinance, or regulation.
- Infringe the COMPANY's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Act in a manner that is defamatory, threatening or harassing to our employees, agents or other Users.
- Provide false, inaccurate or misleading information.
- Engage in potentially fraudulent or suspicious activity and/or transactions.
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.
- Control an account that is linked to or belong to another User.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Write misleading information about the COMPANY and its product in public, spoil or try to spoil reputation of the COMPANY's Services.
- Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission.
- Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the Service.

## **REPRESENTATIONS AND WARRANTIES**

To use the Services, you shall comply with the following eligibility criteria and restrictions:

- You are at least 18 years old, comply with all other eligibility and residency criteria.
- You have full capacity and legal competence to use the Website and the Services and to contract, under the applicable law and law of the country of your residence, with the COMPANY and in doing so will not violate any other agreement, which you are a party to.
- If you are representing a corporation, governmental organization or other legal entity, you have the legal right, power and authority, confirmed by respective documents to enter into this agreement on behalf of such legal entity and bind them to these Terms and Conditions.
- You will not use the Services for any illegal activity and you have never conceivably been, engaged in any fraudulent, deceptive and illegal activity.
- You will not perform acts aimed at a breach of the normal functioning of the Service or the Website both by means of software and through your direct acts within the Service/Website.
- You will not disseminate, launch or use viruses, Trojan horses, and other malware within the Service or the Website; and you will not use automated programs and scripts in particular, for the collection of the information on the other Users or the Service.
- You will not perform any acts having the nature of threats, endangering, harassment, discrimination, abuse, deceit, or some other unlawful influence on the other Users; breaching the rights and legal interests of the other Users.
- You will not place any materials (content, files) anywhere within the Service, which: propagandize war, violence, discrimination by ethnicity, race, religion, gender or any other reason; propagandize criminal activities; mislead the other Users; contain any other prohibited, abusive, fraudulent or any other illegal information.
- You will be liable for all costs, losses and expenses incurred by us by reason of an unauthorized use of your Account as a result of your acting fraudulently or failing to comply with these Terms and Conditions. Thus, you confirm you will reimburse all such costs, losses and expenses to the COMPANY during 5 (five) banking days from the date of our first demand.

If you breach any of the covenants, representations and warranties under these Terms and Conditions or the applicable laws, we may terminate your account and take legal actions under the applicable law and these Terms and Conditions.

## **INDEMNIFICATIONS**

You hereby agree to indemnify the COMPANY, any of its officers, directors, employees and agents and its affiliated and related entities from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind arising out of, relating to, or incurred in connection with any claim, complaint, audit, inquiry, or other proceeding, that arises or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions; (b) your wrongful or improper use of the Services; (c) any other party's access or use of the Services with your Account information; (d) arising out of a breach of any warranty, representation, or obligation hereunder.

You shall not have any claim of any nature whatsoever against the COMPANY for any failure to carry out any of our obligations under these Terms and Conditions as a result of Force Majeure - causes beyond our control, including but not limited to any strike, lockout, shortage of labor or materials, delays in transport, in securing any permit, consent or approval required by the COMPANY, for the supply of products, delay by any sub-contractor or supplier of ours accidents of any kind, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed or any other authority or any other cause whatsoever beyond our absolute and direct control.

## **LIMITATION OF LIABILITY**

The Website and the Services are provided on an “as is” and “as available” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your use of the Website and Services. To the maximum extent permitted by the applicable law, we or our affiliates do not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website and the Services or the material, information, software, facilities, services or content on this regardless of the basis, upon which the liability is claimed.

If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of the Website, and that you should not accept any liability for any illegal or unauthorized use of the Website. You agree to be solely responsible for any applicable taxes imposed under your tax residency regulations.

In no event, shall our COMPANY, our directors, members, employees or agents be liable for any loss resulting from hacking, tampering, virus transmission or other unauthorized access or use of the services, your account, or any information contained therein; for products, not being available for use; for improper functionality, technical faults and downtime of the technical infrastructure.

We do not guarantee continuous, uninterrupted or secure access to the services and you acknowledge and agree that the Website may be interfered with by numerous factors outside of our control.

We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **PRIVACY POLICY**

We recognize the importance of protecting your personal data and are committed to processing such data responsibly and in compliance with the applicable data protection laws in every country in which the COMPANY operates. In our Privacy Policy, you can find all the information that explains when, where, and why we collect personal data about people who use the Services, how we use the collected data, the conditions under which we may disclose them to the third parties, your rights in respect of your personal data, as well as how we keep personal data secure.

Our Website is intended for adult use only. The COMPANY does not knowingly collect data from minors under 18 years old, and its Website does not target such minors. We encourage parents and legal guardians to take an active role in their children’s online activities as well as their interests, and ask the minors not to submit any personal data to us.

## **APPLICABLE LAW AND DISPUTES RESOLUTION**

These Terms and Conditions and other relationships between You and the COMPANY shall be governed by the law of Estonia.

All disputes and disagreements that might arise from these Terms and Conditions shall be resolved by means of negotiations. You agree that for the purposes of the settlement of disputes between You and the Company, an e-mail correspondence with the authorized persons of the COMPANY shall be the effective and binding method of communication.

If the Parties cannot agree on the subject of the dispute within thirty (30) days, the dispute shall be referred to and finally resolved by the relevant court.

The European Commission provides for an [online dispute resolution platform](https://ec.europa.eu/consumers/odr/), which you can access here: <https://ec.europa.eu/consumers/odr/>. We prefer to solve your requests in direct contact with you and therefore do not participate in alternative consumer dispute resolution proceedings.

To the extent allowed by the applicable law, You agree that you will bring any claim arising from or connected with these Terms and Conditions within one (1) year from the date of which such claim arose. Otherwise such claims will be irrevocably waived.

## **MISCELLANEOUS**

*Severability.* These Terms and Conditions shall supersede any other arrangements between the Parties as well as all prior versions thereof. Should any provision of these Terms and Conditions (a clause or a statement within a clause) be void, unenforceable or legally invalid otherwise, it shall not affect any other provision hereof, or these Terms and Conditions as a whole.

*Waivers.* If you breach these Terms and Conditions and we take no action, or if we delay in taking action, that does not mean that we have waived our rights and we will still be entitled to use our rights and remedies. If we do waive a breach by you, we will only do so in writing (signed by one of our Directors), and that will not mean that we will automatically waive any later breach by you.

*Entire agreement.* These Terms and Conditions constitute the entire agreement between you and us and they supersede any and all earlier agreements between you and us.

*Taxes and Duties.* You are responsible for determining any and all taxes and duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection Your use of our Services and/or purchase/import products. You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority.

*Amendments.* We are entitled to make amendments or additions to these Terms and Conditions unilaterally at any time without any special notice by placing a new version hereof on the website. The new version of the Terms and Conditions shall come into force at the moment it is placed on the Website, unless otherwise provided by the new version thereof.

*Assignment.* You may not assign any rights and/or licenses granted under these Terms and Conditions. We reserve the right to assign our rights without restrictions to any party we may deem fit.

*Termination.* These Terms and Conditions shall be valid till replaced by a new one or terminated by the COMPANY. Notwithstanding anything contained herein, we reserve the right, without notice and at our sole discretion, to terminate these Terms and Conditions or suspend Your right to access the Website, including (but not limited to) in case of Your breach of these Terms and Conditions or if COMPANY believes You have committed fraud, negligence or other misconduct. You are solely responsible for properly cancelling your Account. You can cancel your Account at any time. All information or other data located in your account will be immediately deleted from the active and passive instances of the Service upon cancellation, otherwise defined hereof.

*Headings.* Headings of the Sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms and Conditions.

*Feedback.* You represent and warrant that You own all intellectual property rights to provide Your Feedback. If you provide any feedback to the COMPANY concerning the functionality and performance of the Service (including identifying potential errors and improvements), whether by e-mail, posting through our Services or otherwise, you hereby assign to the COMPANY all rights, title, and interest in and to the feedback, and the COMPANY is free to use the feedback without payment or restriction. Any Feedback you submit is non-confidential and shall become the sole property of the COMPANY. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

*Force Majeure Events.* We and the Partners will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to you if such failure or delay is caused by an event outside of our control. An event outside of our control means any act or event beyond our or the Partners reasonable control such as act(s) of God, wars, terrorist attacks, embargos, riots, strikes, lock-outs, trade disputes, fires, floods, earthquakes or other natural disasters, break-down, inclement weather, interruption of transport, Government action or failure of public or private telecommunications or transport networks.

If such an event takes place and it affects the performance of our or the Partners' obligations to you: (i) we will contact, you as soon as reasonably possible to notify you; and (ii) our and the Partners' obligations to you will be suspended for the duration of the event. Where the event affects delivery of products to you, we will contact you to arrange a new delivery date after the event is over.

*Complaints.* We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments. Please see our Contact Us page for details of how to get in touch with us.

*Contact.* Should You have any questions regarding the use of the Website or regarding these Terms and Conditions, please send us an e-mail at [corp@oton.market](mailto:corp@oton.market).

## **Our contact information**

### **OTON Market OÜ**

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