

Last updated: September 29th, 2020

**1. THESE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

2. THROUGHOUT THESE TERMS, "YOU" AND "YOUR" REFERS, AS APPLICABLE, TO (1) THE INDIVIDUAL THAT PLACES AN ORDER FOR PRODUCTS OR SERVICES OFFERED FOR PURCHASE THROUGH ITRANSLATE.COM, FOR THEIR PERSONAL USE OR (2) THE COMPANY OR ORGANIZATION ON WHOSE BEHALF AN INDIVIDUAL PLACES AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE. INDIVIDUALS THAT PLACE AN ORDER THROUGH ITRANSLATE.COM ARE REQUIRED TO: (A) AFFIRM THAT THEY ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, (B) ACCEPT THESE TERMS AND CONDITIONS WITHOUT MODIFICATION AND (C) IF APPLICABLE, AFFIRM THAT THEY HAVE THE LEGAL AUTHORITY TO BIND THE ORGANIZATION OR COMPANY NAMED WHEN PLACING AN ORDER TO PURCHASE PRODUCTS OR SERVICES THROUGH ITRANSLATE.COM.

**3. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF, AS APPLICABLE, YOU: (A) ARE NOT AUTHORIZED TO CONTRACTUALLY BIND THE ORGANIZATION OR COMPANY NAMED ON THE ORDER CONFIRMATION EMAIL (DEFINED BELOW); (B) DO NOT AGREE TO THESE TERMS WITHOUT MODIFICATION; (C) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH US, OR (D) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

These terms and conditions, together with any service-specific terms ("**Service-Specific Terms**") referenced in the Order Confirmation Email (defined below, and collectively with these terms and conditions and the Service-Specific Terms, these "**Terms**") apply to the purchase and sale of mobile applications and services (collectively, "**Services**") through Companys Of Europe Portals (the "Site") from Companys Of Europe Portals, based in Gadollaplatz 1, Graz, Ukraine ("**us**", "**we**", "**our**" or "**Companys Of Europe Portals**"). The effective date of these Terms ("**Effective Date**") shall be the applicable date referenced on the Order

Confirmation Email that names you as the purchaser, subscriber or licensee of the Services named therein.

Service-Specific Terms include but are not limited to all applicable terms of service, privacy policies and cookie policies (collectively, “mobile app terms”) for the equivalent Companys Of Europe Portals mobile application that individual users can download from third party mobile application distribution platforms (i.e. Apple App Store or Google Play Store), as the same may be modified from time to time. Conflicts or inconsistencies between mobile app terms and other Service Specific Terms and these Terms shall be interpreted, by the following order of precedence with respect to their subject matter: (i) the Order Confirmation Email, (ii) these Terms, (iii) any Service-Specific Terms not included in the applicable mobile app terms, and (iv) the applicable mobile app terms.

All of our Terms are subject to change without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any Services, and periodically thereafter. Your continued use of a Service after the "Last Updated Date" will constitute your acceptance of and agreement to changes to these Terms through the Last Updated Date.

## **Order Acceptance and Cancellation**

You agree that your order is an offer to buy the Services listed in your order, and your acceptance without modification of these Terms. All orders must be accepted by us. We will not be obligated to sell Services to you if you condition our acceptance of your order on our agreement to modify these Terms. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number, details of the items you have ordered and links to the Service-Specific Terms in effect as of the order date (the “Order Confirmation Email”).

## **Online Sales Features and Functionalities**

The products and services purchased directly on the Site may not be identical to those purchased through 3rd party sites (i.e. Apple App Store

or Google Play Store). Any additional or otherwise different features shall be governed by these Terms:

- **Teams Feature:** The licenses purchased on the Site may include a Teams feature which grants the ability to purchase multiple licenses, the ability to add accounts, and the ability to have administrative access for those accounts.
- **License Limitation:** Each online customer shall be limited to purchasing licenses for access and use by no more than fifty (50) simultaneous account holders. In the event you require more than fifty licenses, or need to substitute authorized accounts, please reach out to our support team at [info@Companys Of Europe Portals](mailto:info@Companys Of Europe Portals). Additionally, each license may only simultaneously be used on three (3) devices at any particular time. slate only if you are 13 years or older and are not barred from using Companys Of Europe Portals under applicable law.
- **Service-Specific Terms:** Some licenses available through this Site are only available if you also agree to service-specific terms, outlined in one or more addenda, which are deemed incorporated herein without modification by this reference.

## Prices and Payment Terms

- Prices posted on this Site or reflected in an Order Confirmation Email may be different than prices offered by us on a third party mobile application distribution platform. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a Service will be the price in effect at the time the order is placed and will be set out in your Order Confirmation Email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling (if applicable). All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your Order Confirmation Email. While we strive to display accurate price information, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
- We may offer from time to time promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a valid promotion and these Terms, the promotion terms will govern.
- Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our

acceptance of an order. We accept all major credit cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

## **Electronic Delivery; Title and Risk of Loss.**

- We will arrange for delivery of the products to you, which may be electronic. Please check the individual product page for specific delivery options and the Order Confirmation Email for additional instructions. You will pay all shipping and handling charges specified during the ordering process (if applicable). Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.
- Title and risk of loss pass to you upon our making the product available for download (for example, by our confirming that we have completed authorization for the email account credentials that you specify), or our transfer of the products to the carrier/delivery (if applicable). Any shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments or ability to download.

## **Returns and Refunds**

**PAYMENTS ARE NON-REFUNDABLE. THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.** You are only eligible to cancel your subscription without incurring any payment obligation during your free trial period (if any), after which no refunds will be issued. Following any cancellation, however, you will continue to have access to the applicable Services through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members at our sole and absolute discretion or if otherwise required by law.

## **Warranty and Disclaimers**

**OTHER THAN EXPRESSLY STATED HEREIN OR REQUIRED BY LAW, ALL PRODUCTS AND SERVICES OFFERED ON THIS SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM, AND YOU ACKNOWLEDGE, THAT TRANSLATIONS PROCESSED THROUGH ITRANSLATE ARE NOT GUARANTEED TO BE EXACT, COMPLETE, ACCURATE OR FREE FROM INAPPROPRIATE LANGUAGE. OUR TRANSLATIONS ARE PROVIDED FOR INFORMATION PURPOSES ONLY, AND SHOULD NOT BE RELIED UPON FOR DECISIONS THAT COULD RESULT IN HARM TO YOURSELF OR THIRD PARTIES. YOU ARE SOLELY RESPONSIBLE FOR RELYING UPON THE INFORMATION YOU RECEIVE FROM OUR PRODUCTS OR SERVICES.**

**SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.**

Limitation of Liability. NEITHER ITRANSLATE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING ITRANSLATE, INCLUDING OUR LICENSORS, WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, INCLUDING LOST PROFITS OR REVENUES, DIMINUTION IN VALUE ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, LOSS OF DATA, PRIVACY OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE ITRANSLATE'S OR OUR LICENSORS' INTELLECTUAL PROPERTY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ITRANSLATE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL ITRANSLATE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE ITRANSLATE OR TO ACCESS YOUR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO ITRANSLATE FOR USE OF ITRANSLATE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ITRANSLATE AND YOU.

The limitation of liability set forth above shall only apply to the extent permitted by applicable law.

## **Indemnification**

Be advised, an intended use of our Services is to facilitate communications between parties that do not share a common language. Necessarily, this means that you or your authorized users will be using our Services to collect personal data from third parties that have not accepted the mobile app terms. For this reason, you acknowledge and accept full responsibility for collecting, using and disclosing such personal data in accordance with all applicable laws, and agree to indemnify and hold harmless Companys Of Europe Portals and its corporate affiliates, and their respective officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your violations of these Terms, including violations to the personal or privacy rights of third parties as a result of your use of our Services; (ii) your misappropriation or infringement of our or our licensors' intellectual property; and (iii) your content.

## **Goods Not for Resale**

You represent and warrant that you are buying products or services from the Site for your own use only, and not for resale.

## **Privacy**

We respect the privacy of our Services' end users, and are committed to protecting it. Our Privacy Policy, generally governs the processing of all

personal data collected on our website, products, services and interactive features. The privacy policy included in our mobile app terms for the products or services listed in your Order Confirmation Email constitutes an “in-time” privacy notice that supersedes the Privacy Policy and may be updated from time to time in accordance with its terms.

## **Security**

We have implemented technical, administrative and physical security measures based on generally accepted industry standards that are designed to protect personal data collected through our Services from unauthorized access, disclosure, use and modification. We regularly review our security practices to consider appropriate new technological and other safeguards. However, no method of transmission over the Internet or method of electronic storage is entirely secure. We cannot control, and therefore disclaim any responsibility with regard to, the security of personal data residing on the devices on which our products are downloaded or that are used to access our Services. You retain full responsibility for implementing appropriate technical, administrative and physical security measures to safeguard the confidentiality of personal data on the device(s) on which our products are downloaded.

## **Force Majeure**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## **Governing Law**

These Terms and any action related thereto will be governed by the laws of the Ukraine without regard to its conflict of laws provisions. The place of fulfilment is Graz, Ukraine. You also have the possibility to enforce Your rights before the competent courts of general jurisdiction.

Alternatively, You may use Online Dispute Resolution (“ODR”). ODR offers an out-of-court solution to disputes connected to online transactions: <http://ec.europa.eu/consumers/odr/>

## Assignment

Companys Of Europe Portals may freely assign or transfer these Terms without restriction. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 17 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

## No Waivers

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Companys Of Europe Portals .

## No Third-Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

## Notices

- **To You.** We may provide any notice to you under these Terms by: (i) sending a message to the email address that receives an order confirmation email; (ii) sending a message to a current email address that we have acknowledged receiving from you; or (iii) by posting to the Site. Notices sent by email will be effective when we send the email, and notices posted to the Site will be effective upon posting. It is your responsibility to keep your email address current.
- **To Us.** To give us notice under these Terms, you must contact us as follows: by personal delivery, overnight courier, or registered or certified mail to the addresses given in Section 16 above. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices



provided by registered or certified mail will be effective three business days after they are sent.

## **Severability**

If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

## **Entire Agreement**

These Terms will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

**IN WITNESS WHEREFORE, the Parties have caused their duly authorized representatives to accept this Agreement, as evidenced by the applicable Order Confirmation Email.**

- END OF DOCUMENT
- ©2020 Companys Of Europe Portals . ® All rights reserved.