

# TERMS OF SERVICE PROVISION

## OVERVIEW

By visiting our website and/or purchasing anything from us, you are participating in our “Service” and agree to be bound by these terms and conditions (“Terms of Service”, “Terms”), including the additional terms and conditions, and policies listed below. These Terms of Service Provision apply to all users of the website, including, without limitation, users who are browsers, vendors, customers, merchants and/ or content providers.

Please read these Terms of Service Provision carefully before using our website. By accessing the website or using any part thereof, you agree to these Terms of Service Provision. If you do not agree to all terms of this agreement, you may not access the website or use any services. If these Terms of Service Provision are considered an offer, acceptance is expressly limited to these Terms of Service Provision.

Any new features or tools that are added to this website are also subject to the Terms of Service Provision. You can review the latest version of the Terms of Service Provision at any time in this document. We reserve the right to update, amend or replace any part of these Terms of Service Provision by posting updates and/or changes on our website. You are responsible for periodically checking this document for changes. Your further use of or access to the website after changes are posted constitutes acceptance of these changes.

## SECTION 1 - GENERAL TERMS

We reserve the right to refuse service to any person for any reason at any time.

You understand that your content (other than credit card information) may be transmitted unencrypted and associated with (a) any transmission across various networks; and b) changes to ensure compliance and adaptation to the technical requirements of networks or devices to be connected. Credit card information is always encrypted for transfer across networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the Service, use of the Service, access to the Service or any contact on the website through which the Service is provided, without our express written permission.

The headings used in this document are included for convenience only and do not limit or otherwise affect these Terms.

## SECTION 2 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible, if the information provided on this website is not accurate, complete or up-to-date. The materials on this website are for general information only and should not be relied upon or used as the sole basis for making any decisions. Use any material on this website at your own risk. We reserve the right to change the content of this website at any time, but we are under no obligation to update any information on our website. You agree that it is your responsibility to keep up with any changes on our website.

## SECTION 3 - CHANGES TO SERVICE AND PRICES

Our product prices are subject to change without prior notice. We reserve the right to change or discontinue the Service (or any part or content thereof) at any time without notice. We shall not be liable for any modification, price change, suspension or discontinuance of the Service to you or any third party.

## SECTION 4 - ADDITIONAL TOOLS

We may provide you with access to third-party tools that we do not monitor, control or administer. You acknowledge and agree that we provide access to such tools without any warranties, representations or conditions of any kind and without any endorsement. We do not accept any liability arising out of or in connection with your use of additional third-party tools.

The use of any additional tools offered on the website is at your own risk and discretion, and you must ensure that you are familiar with and agree to the terms and conditions under which the tools are provided by the relevant third party provider(s).

We may also offer new services and/or features via the website (including new tools and resources) in the future. Such new features and/or services are also subject to these Terms of Service Provision.

## SECTION 5 – THIRD-PARTY LINKS

Certain content, products and services made available through our service may include materials from third parties. Third-party links on this website may direct you to third-party websites that are not affiliated with us. We are not responsible for checking or evaluating the content or accuracy, and we do not warrant or assume any responsibility for any third-party materials or websites, or any other third-party materials, products or services. We are not responsible for any damages or loss in connection with the purchase or use of goods, services, resources, content or any other transactions made involving third-party websites. Please read carefully and make sure you understand the policies and practices of third parties before conducting any transactions. Complaints, claims, concerns or questions regarding third party products should be directed to the third party engaged.

## SECTION 6 - USER COMMENTS, FEEDBACK AND OTHER MATERIALS

If, at our request, you send certain specific materials (for example, applications for participation in a competition) or, without our request, you submit creative ideas, proposals, applications, plans or other materials online by e-mail, post or otherwise (hereinafter referred to as “comments”) You agree that we may edit, copy, publish, distribute, translate and otherwise use in any media any comments you send us at any time without restriction. We are under no obligation (1) to keep any comments confidential; (2) pay compensation for any comments; or (3) respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we believe is illegal, offensive, threatening, defamatory, discrediting, pornographic, obscene or otherwise objectionable or which violates any party’s intellectual property or these Terms of Service. You agree that your comments will not violate the rights of any third party, including copyrights, trademarks, privacy rights, personal rights or other personal or proprietary rights. You also agree that your comments will not contain defamatory or otherwise illegal, offensive or obscene materials, or contain any computer viruses or other malware that may in any way affect the operation of the service or website related thereto. You may not use a false e-mail address, impersonate or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for all of your comments and their accuracy. We assume no liability or obligations for comments posted by you or third parties.

## SECTION 7 - PERSONAL INFORMATION

The provision of your personal information through the website is governed by our Privacy Policy. Please use this [link](#) to view our Privacy Policy.

## SECTION 8 - PROHIBITED TYPES OF USE

In addition to the other prohibitions listed in the Terms of Service Provision, you are prohibited from using the website or its content: (a) for any illegal purpose; (b) to encourage others to engage in or participate in any illegal activity; (c) to violate any international, federal, provincial or national regulations, laws, acts or local ordinances; (d) to limit or infringe our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, offend, harm, defame, humiliate, intimidate or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin or disability; (f) to provide false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that affects the functionality or operation of the service or any related thereto website, other websites or web; (h) to collect or track personal information of others; (i) for spamming, phishing or pharming (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the service or any related thereto website, other websites or web. We reserve the right to terminate your use of the service or any related thereto website, if any of the prohibited uses are detected.

## SECTION 9 - DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY

We do not guarantee, represent or warrant that use of our service will be uninterrupted, timely, secure or error-free.

We do not guarantee that the results that may be obtained from the service will be accurate or reliable.

You agree that from time to time we may suspend the service for an indefinite period or terminate the service at any time without notice.

You agree that your use or inability to use the service is at your sole risk. The service and all products and services provided to you through the service are provided (except as expressly stated otherwise by us) for your use without any representations, warranties or conditions of any kind, express or implied, including all implied warranties or conditions in terms of merchantability, quality of goods, relevance for a particular purpose, longevity, ownership and non-infringement.

In no event shall RELOCATO, our directors, officials, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injuries, loss, claims or any direct, indirect, incidental, punitive, special or consequential damages, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or other similar damages, whether based on agreement, delict (including negligence), strict liability, or otherwise, arising out of your use of the services or any products obtained through the use of the services, or for any other claims related in any way to the use of the services or any products, including, but not limited to, any errors or inaccuracies in any content or any loss or damage of any kind arising out of the use of the services or any content (or product) posted, transmitted or otherwise made available through the services, even if you have been informed of the possibility thereof.

## SECTION 10 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless RELOCATO and our parent companies, subsidiaries, affiliates, partners, officials, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees from any claim or demand, including reasonable attorneys’ fees brought by any third party in connection with your violation of these Terms of Service Provision or the documents referenced by them, or your violation of any law or the right of a third party.

## SECTION 11 - SEVERABILITY

In the event that any provision of these Terms of Service Provision is held to be unlawful, void or unenforceable, such provision shall nevertheless be enforceable to the fullest extent permitted by the applicable law, and the unenforceable part shall be deemed severable from these Terms of Service Provision without affecting validity and enforceability of any other remaining provisions.

## SECTION 12 - TERMINATION

The obligations and liabilities of the parties arising prior to the date of termination shall survive termination of this agreement for any purpose.

These Terms of Service Provision remain in effect until terminated by you or us. You may terminate these Terms of Service Provision at any time by notifying us that you no longer wish to use our services or by discontinuing your use of our website.

If, in our opinion, you fail to comply or we suspect that you have failed to comply with any of the terms of these Terms of Service Provision, we may also terminate this agreement at any time without notice, and you will remain liable for all amounts due up to the date of termination, including; and/or, as appropriate, we may deny you access to our services (or any part thereof).

## SECTION 13 - ENTIRE AGREEMENT

If we do not exercise or enforce any right or provision of these Terms of Service Provision, it shall not constitute a waiver of such right or provision.

These Terms of Service Provision and any policies or terms of operation posted by us on this website or in connection with the service constitute the entire agreement and understanding between you and us and govern your use of the service, superseding all prior or contemporaneous oral or written agreements, statements and offers between you and us (including, but not limited to, any previous versions of the Terms of Service Provision).

Any ambiguity in the interpretation of these Terms of Service Provision shall not be construed against the drafting party.

## SECTION 14 - APPLICABLE LAW

These Terms of Service Provision and any separate agreement based on which we provide you with the services are governed by and interpreted in accordance with the laws of the Republic of Latvia.

## SECTION 15 - CHANGES TO THE TERMS OF SERVICE PROVISION

You can see the latest version of the Terms of Service Provision in this document at any time.

We reserve the right, at our sole discretion, to update, amend or replace any part of these Terms of Service Provision, with or without posting updates and changes on our website. It is your responsibility to periodically check our website for changes. Your further use of or access to our website or the service following the posting of any changes to these Terms of Service Provision constitutes your acceptance of these changes.

## SECTION 16 - CONTACT INFORMATION

Please contact us, if you have any questions:

Phone: + 1 786 280 28 26

E-mail: [info@relocato.us](mailto:info@relocato.us)