

Mobile Jazz Web Terms

Legal Notice

These general terms and conditions govern the use of and access to the website of Mobile Jazz, a trademark of Zemantics OÜ (the "Company") at <https://mobilejazz.com/> ("this website").

The Company was constituted for indefinite duration on 24 October 2016, registered in the Tallinn Commercial Registry under registry code 14138943. Its registered address is Sepapaja 6, 15551 Tallinn, Estonia, European Union.

Use of this website by any user entails full acceptance of these terms and conditions and any specific terms published on the website. Accordingly, users are recommended to read carefully these terms and conditions and any instructions shown on the website each time they access the site.

The Company reserves the right to modify or delete at any time and without notice any content, services and information that are published in this website, as well as limit or modify these terms and conditions. Any modification will take effect as from the date of publishing and will bind any user accessing the page subsequent to publication. These terms may be saved and printed by the user using the "Print" function of the browser.

For any information about the Company or its products and services, please contact us at admin@mobilejazz.com

A. Object

The main object of the website is to provide information about the Company's activities, initiatives, products and services in general, and promote relations with and provide products and services to customers and business partners.

The object of these terms and conditions is to regulate the use of the website and the acquisition and provision of products, services, content and tools provided by the Company by and to users via this website, whether for financial consideration or for free.

B. General use of the website

Terms of use for the user

Users may access and view the content of this website free of charge, subject to these terms and any specific terms governing certain content, products or services.

In order to access to certain areas or information of the site may require users to fill in a form with specified data - fields marked with an asterisk being obligatory. If this data is not completed, the Company reserves the right not to provide the service in question. The user guarantees that any data that is provided is complete and accurate, and will be responsible for any false or inaccurate data. Personal data will be processed in accordance with our Privacy Policy.

The user undertakes to make appropriate, correct and lawful use of the contents and services of the website, in accordance with these terms and conditions. Illegal, unlawful activities or those that are contrary to good faith and public order are strictly forbidden, as, in general, is any conduct that is detrimental to or attacks or induces any attack on human dignity and the principle of non-discrimination for reasons of race, sex, religion, opinion, nationality or any other personal or social circumstance; is prejudicial to public health and that of the consumers and users and in particular to young persons and children. It is also forbidden to carry out any activity aimed at impersonating any person or organization, and interfere, breach, alter or disconnect the system, servers, networks or contents of this website.

The Company reserves the right to exclude any user from the service without advance notice and to adopt such measures as it may deem appropriate at each time in order to prevent conduct and activities that are or may be in breach of these terms.

Intellectual and Industrial Property

Intellectual Property Rights. All the elements of this website - including each individual work and the structure, arrangement and selection of those works - are covered by intellectual or industrial property rights. The rights in content, source code, form, design and name of the products, applications, tools, pages, brands, commercial

names, logotypes, images, sounds and graphics, belong to, or have been granted to or are the object of a license in the name of, the Company. Authorship and the right to use these works in any manner, including reproduction, modification, distribution or public communication, are protected by law.

Unless otherwise indicated on the specified web page (e.g. by free or open source or open content license), the user should abstain from any reproduction, transformation, public communication or distribution in any manner or form of the contents accessible via this website without the express consent of the Company.

Licensing.

Except as provided therein or any other specific terms indicated on the website, the Company does not grant any license or right of use of any nature concerning its industrial or intellectual property rights or of any right or property associated with the website itself, the services or the contents.

Exceptionally the user may view, print and copy pages of this website for personal informational purposes. Any commercial use - not being for the purpose of contracting any services from the Company or entering into any partnership arrangement - is forbidden. Even in the event of exercising private use rights, in no circumstances may users download, make copies or transfer the content to any support, with or without alteration or modification, in any manner that alters, omits, adds to, distorts, modifies or contradicts the messages or information shown and supplied by the Company as held in its website and data processing records.

Trademark information.

Mobile Jazz, the "M" logo, and/or other distinctive signs of Mobile Jazz are trademarks of Zemantics OÜ in the European Union and other countries. Mobile Jazz Trademarks may be used in accordance with the policy indicated by the Company. The names of other companies and products mentioned herein may be the trademarks of their respective owners.

C. Privacy policy

The privacy policy is part of these terms and conditions and is set out at the following page: [Privacy Policy](#).

User obligations.

The user undertakes to:

- Fulfil the obligations established in these terms and conditions, as well as the specific conditions established on the website in relation to the products, services, content and tools offered by the Company.
- Complete the forms for registration and purchase of products, services, content and tools with true and accurate information, where such information is a mandatory requisite for accessing or purchasing the Company's products, services, contents or tools.
- Use the products, services, content and tools in accordance with the specifications laid out in these conditions and solely for the purposes established in the end user license agreement.
- Refrain from sending messages which could impede or interfere with the normal operation of the services offered by the Company. In any event, the user will be solely responsible for the messages he or she composes and sends, as well as the data he or she provides.

D. Liability Disclaimer

The Company will only be liable for loss or damages incurred by the user as a consequence of accessing the website or using the contents or tools when such damages are attributed to willful misconduct on the part of the Company.

The Company does not guarantee the user the availability, access or continuity of connection to this website or the supply of information or of any of the various services offered through it. As a result, the Company will not be held liable in the event of interruptions in the service, delays, malfunctions and, in general, any inconvenience whose origin lies in causes beyond the control of the Company, or from a fraudulent or criminal action on the part of the user, or force majeure.

Neither does the Company guarantee the use, procurement of results or infallibility of the contents provided over the website which, in all cases, are of an orientative and informative nature. This information was obtained from sources deemed to be reasonably reliable but should not be deemed infallible, and should be compared with other sources prior to the user forming an opinion or making a decision. This is so specifically taking into account the fact that the Company does not control, supervise nor makes itself responsible for third party content, including dynamic content which may change over time, linked to from this site. All opinions, measures,

downloads or actions of any nature adopted by the user will be exclusively at their own account and risk.

The Company does not assume any liability arising

- from use made by the user of the content of the Company's website;
- from the content and opinions published by third parties herein;
- from any activity that constitutes breach by the user or third parties of these terms and conditions, including any illegal or fraudulent conduct, or breach of intellectual and industrial property rights; or
- for any damages that may be caused to the users' equipment due to possible computer viruses contracted by the user in browsing the website or for any other damages incurred due to their browsing.

The User shall hold the Company harmless in the event of damages caused to third-parties as a result of the user's rightful or wrongful use of the products, services, contents or tools available on the website.

The Company reserves the right to modify, replace, update, renew, impede or restrict access, interrupt, block, temporarily suspend or cancel definitively any service, supply of information or any other content, either with regard to a specific user or in general, in particular when notified by any third party or administrative or judicial authority of any actual or potential breach of third party rights. Any potential breach should be notified to admin@mobilejazz.com.

Unless otherwise expressly established in each case, the Company does not intervene, participate in or assume any guarantee regarding the services or products offered by third party providers that may be accessible through hyperlinks or advertisements.

E. Security

The Company uses the latest technology on its website to guarantee the protection of information. A secure environment is indicated by a padlock symbol in the browser status bar or the letter "s" after http in the address field of the browser. Further information on the use of cookies is set out in our Privacy Policy.

F. Other

Access to third party websites

This website offers access to certain third party sites. Access and use by the user of each of these sites or portals are governed by their own rules, which are shown in the "legal notice" to which there is a link at the foot of the various home pages. This also applies to any website to which a link from this website may lead.

Advertising

Part of the web site may contain advertising material or be sponsored. Advertisers and sponsors are solely responsible for ensuring that the material sent to be included on the web site complies with applicable legislation. Mobile Jazz accepts no responsibility for any error, inaccuracy or irregularity that may be contained in advertising material, or that may be committed by the sponsors. Any claim relating to advertising content contained on this web site may be sent to the following e-mail addresses: admin@mobilejazz.com.

Law and Jurisdiction

These terms and conditions are governed by Estonian Law. The parties expressly accept that any conflict arising out of or in relation to the application, interpretation or performance of these terms and the use of the services will be submitted to the jurisdiction of the Courts of Tallinn, Estonia.