

Terms & Conditions

THIS DOCUMENT CONTAINS GENERAL TERMS AND CONDITIONS FOR THE VARIOUS **AS INFOBANK** SERVICES (WITH ACCEPTABLE USE POLICY). PLEASE CAREFULLY REVIEW ACCEPTABLE USE POLICY.

Acceptance of terms

Please read the following **AS INFOBANK** Terms and Conditions carefully before signing up for **AS INFOBANK** solutions such as Protected e-mail, Remote desktop, Dedicated server, Virtual server, Web-site hosting's or other services related hereto. By proceeding to signing an Agreement you agree to be bound to the terms and conditions stated below. If you do not agree to all of the terms and conditions, you must not sign up an Agreement.

You should print and keep a copy of this Terms and Conditions for your future reference.

The terms and conditions govern the relationship between you ("Customer" or "you") and **AS INFOBANK** LTD (" **AS INFOBANK**" or "we" or "us"). **AS INFOBANK** provides its Client Product services, as they may exist from time to time ("Services"). You must be at least 18 years old and have legal rights to sign Agreement for the entity for which you are working. By using **AS INFOBANK** Product and/or by using the Services, you agree to use the Services in compliance with this Terms and Conditions and other **AS INFOBANK** policies posted on the **AS INFOBANK** website, our privacy policy.

1. Supplier. Unless specified otherwise, the Services will be supplied by **AS INFOBANK**, whose main business address is at **AS INFOBANK** , 16 Maza Krumu street 16, office 5, Riga, LV-1069.

2. Payment Obligations and Contact Information.

2.1. You must (i) provide **AS INFOBANK** with accurate and complete billing information including legal name, address, telephone number, and credit or debit card/billing information and (ii) report to **AS INFOBANK** all changes to this information within 30 days after the change.

2.2. Charges are billed to you according to the accepted Agreement depending from service fee you have subscribed for. **AS INFOBANK** is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges correctly billed by **AS INFOBANK**. If you fail to pay us fees us on time, we may suspend or terminate your access to the Product Services. However, charges will continue to accrue until the Agreement is cancelled and collection, and late fees or other similar fees may be added; provided that these late fees and charges will not exceed the applicable legal limits. All charges are considered valid unless disputed in writing within 60 days of the billing date. Adjustments will not be made for charges that are more than 60 days old.

2.3. You can prevent your Yearly or bi-Yearly Agreement from automatically renewing for a further period by notifying us before your present Agreement ends in 30 days prior.

2.4. If payment by credit card cannot be charged to your credit or debit card or your charge is returned to **AS INFOBANK** for any reason, **AS INFOBANK** reserves the right to pursue any and all legal remedies to collect the amount owed by you, to suspend or terminate your access to the **AS INFOBANK** Product Services , and to terminate all obligations of **AS INFOBANK** under this Agreement.

2.5. If you have questions regarding charges, you should contact **AS INFOBANK** support team.

3. Monitoring the Services.

3.1 **AS INFOBANK** has no obligation to monitor the Product Services, but may do so and disclose information regarding use of the Product Services for any reason if **AS INFOBANK**, in its sole discretion, believes that it is reasonable to do so:

- 3.1.1. Including to satisfy laws, regulations, or governmental or legal requests;
- 3.1.2. Operate the Services properly;
- 3.1.3. Protect itself and its customers;

3.2. Our Commitment to Provide the Services: We will use reasonable efforts to provide access to the Product services for which you have paid.

4. Disclaimer and Limitation of Liability.

4.1. In no event shall **AS INFOBANK** and its employees be liable (whether for breach of contract, tort (including negligence) or for any other reason) for any loss of profits, wasted time, sales or revenue, loss of goodwill, loss of or loss of the use of any software, data or computer equipment, loss of bargain, loss of opportunity, loss of or waste of management or other staff time, or for any indirect, consequential or special loss, however arising.

4.2. **AS INFOBANK** will not be liable to you for any breach of this Agreement that arises due to any circumstances that **AS INFOBANK** cannot reasonably be expected to control, including any failure in communications and Internet downtime.

5. Acceptable Use Policy.

5.1. All customers of the Product Services and users of the **AS INFOBANK** Product software agree to and must comply with this Section, which is **AS INFOBANK**'s Acceptable Use Policy ("AUP"), and your use of any Services, the Website or Product software provided by **AS INFOBANK** constitutes your agreement to abide by the terms of this AUP. **AS INFOBANK** does not actively monitor the use of the Services under normal circumstances. However, **AS INFOBANK** may remove, block, filter, or restrict by any other means any materials that, in **AS INFOBANK**'s sole discretion, may be illegal, may subject **AS INFOBANK** to liability or may violate this AUP. **AS INFOBANK** may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services or other actions as detailed below.

5.2. Without limiting the foregoing, except to the extent expressly set out in this Agreement or with our express written permission (in which case you must comply with any terms relating to such use that we specify), you agree not to use the Services:

- i. to impersonate any person or entity or falsely state or otherwise misrepresent your identity or status or misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Product Services;
- ii. to transmit any Material (by uploading, posting, email or otherwise) in breach of this Agreement including any Materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- iii. to transmit any Material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other intellectual property rights of any third party;
- iv. to transmit any Material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- v. to interfere with or disrupt the Product Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Product Service;
- vi. to hack into the Website or any other related computer system or otherwise engage in any other behaviour that may reasonably be expected to inhibit other users from using and enjoying the Website or any other website or damage or destroy the reputation of **AS INFOBANK** or any third party;
- vii. to intentionally or unintentionally violate any applicable law, regulation or statute and any regulations having the force of law.
- viii. to resell or advertise to resell the Product Services without **AS INFOBANK**'s authorization.

5.3. **AS INFOBANK** may take any one or more of the following actions, or other actions not listed, at **AS INFOBANK**'s sole discretion in response to breaches of the AUP: (i) issue warnings, written or oral; (ii)

suspend your Agreement or the Services (as applicable); (iii) bill you for administrative costs and/or reactivation charges, with a minimum administrative cost; or (v) bring legal action to prevent violations and/or to collect damages we are legally entitled to, if any, caused by violations.

6. Copyrights and Trademarks.

All copyright, database rights, trademarks and other intellectual property rights in any and all aspects of the Website (including text, graphics, photographs, logos, buttons, icons, images and software (including compilations, underlying source code and applets) and all other material on the Website) is the property of **AS INFOBANK** or its licensors or partners and is protected by international intellectual property laws. Reproduction, duplication, modification, distribution, transmission, replication, display or performance of the content of the Website without the express written permission of **AS INFOBANK** is strictly prohibited.

7. Suspension and Termination

7.1. **AS INFOBANK** may suspend the operation of the Website and/or the Services for repair or maintenance work or in order to update or upgrade the contents or functionality of the Website from time to time.

7.2. Without prior notice **AS INFOBANK** may suspend or terminate your use of the Services in the event that: (a) you have violated this Terms and Conditions or any of the policies applicable to customers; (b) you fail to pay any charges when due; or (c) you (i) have a receiver or administrative receiver appointed; (ii) have a resolution passed for winding up (other than as part of a reconstruction); (iii) enter into any voluntary arrangement with your creditors; (iv) become subject to an administration order; (v) are a legal entity and become bankrupt or have bankruptcy proceedings commenced; or (vi) are affected in any jurisdiction by any proceedings of substantially similar affect to any of those listed in (i) – (v) above. **AS INFOBANK** may provide termination notice to you by email or by first class post or courier service to the address you provided for the Services. All notices to you will be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

8. Enquiries or Complaints.

If you have any enquiries or complaints about the Website or Services, then please address them to the e-mail address: support@infobank.cloud