

# EOPE OÜ Website Terms and Conditions Agreement

## 1. Ownership of Content and Intellectual Property Rights

### 1.1 Content Ownership

The website located at [www.eope.ee](http://www.eope.ee) (the "Website") is operated by EOPE OÜ ("we", "us", "our"). All materials displayed or performed on the Website, including, but not limited to, text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software, as well as the compilation thereof (collectively, the "Content"), are the property of EOPE OÜ and its affiliates, partners, or licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

### 1.2 Intellectual Property Rights

EOPE OÜ and its licensors own all right, title, and interest in and to the Content and the Website, including without limitation all copyright, trademark, and patent rights associated with the Content and the Website. No transfer of ownership or rights to any Content or intellectual property is made or is to be implied by any provision of these Terms or by the provision of any services or information to users, and EOPE OÜ and its licensors retain all rights not expressly granted under these Terms.

### 1.3 Restrictions on Use

You are hereby granted a limited, non-exclusive, non-transferable, revocable license to access and use the Website and the Content strictly in accordance with these Terms. As a condition of your use of the Website, you warrant that you will not use the Website or any Content for any purpose that is unlawful or prohibited by these Terms. You may not:

- Copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of, or any part of the Website or any Content.
- Rent, lease, loan, sell, distribute, or create derivative works based on the Content or the Website in any manner, and you shall not exploit the Content or the Website in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.
- Use any robot, spider, other automatic device, or manual process to monitor or copy any of the material on the Website, or any other unauthorized purpose without our prior expressed written permission.
- Use any device, software, or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website.
- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website or features that enforce limitations on the use of the Website or the Content.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.

### 1.4 Copyright Notices and Permissions

The Content is protected by copyright and other intellectual property laws and treaties. The Content may not be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted, or distributed in any way without EOPE OÜ's prior written permission, except as provided under these Terms for purposes of your use of the Website.

All copyright and other proprietary notices on any Content must be retained on any copies thereof.

### **1.5 Trademarks**

The trademarks, service marks, logos, and any designs used or displayed on the Website are trademarks or registered trademarks of EOPE OÜ or its affiliates, partners, or licensors. Nothing in these Terms or on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of EOPE OÜ's trademarks displayed on the Website without our prior written permission in each instance. All goodwill generated from the use of EOPE OÜ trademarks will inure to our benefit.

## **2. Prohibited Use of Content**

### **2.1 Unauthorized Use**

The Content provided on the EOPE OÜ Website is exclusively for informational, educational, and non-commercial use by our registered users, subscribers, and visitors. Any use of the Content outside the scope permitted by these Terms and Conditions without prior written consent from EOPE OÜ is strictly prohibited. This includes, but is not limited to, the following unauthorized uses:

- **Reproduction:** You may not reproduce, distribute, publicly display, publicly perform, communicate to the public, or create derivative works from the Content without obtaining prior written authorization from EOPE OÜ or the respective copyright owners.
- **Commercial Exploitation:** Any commercial exploitation of the Content, including but not limited to, selling access to the Content or using the Content for the purpose of gaining advertising or subscription revenue, is expressly prohibited.
- **Data Mining and Scraping:** The use of automated systems or software to extract data from the Website for commercial purposes, commonly known as "data mining" or "scraping," is prohibited.

### **2.2 Intellectual Property Infringement**

- **Copyright Violation:** Engaging in any activity that infringes or breaches another's copyright or other intellectual property rights, including content copying, sharing, or modifying without proper attribution, is a violation of these Terms.
- **Trademark Infringement:** Unauthorized use of trademarks, logos, or brands present on the Website that might cause confusion among consumers or that disparages or discredits EOPE OÜ or its licensors is not permitted.

### **2.3 Content Integrity**

- **Alteration:** You must not alter, modify, or change the Content in any way that could deceive or confuse others. This includes, but is not limited to, changing the meaning of the Content or creating derivative works that could be mistaken as originating from EOPE OÜ.
- **Misrepresentation:** Presenting the Content in a way that falsely implies it is sponsored, endorsed, or approved by EOPE OÜ, or falsely implies a partnership or association with EOPE OÜ, is strictly prohibited.

### **2.4 Security and Interference**

- **Hacking and Unauthorized Access:** Attempting to gain unauthorized access to the Website's servers, systems, network, or data, as well as attempting to breach security or authentication measures without proper authorization, is prohibited.
- **Interference with Service:** You may not interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website.

## 2.5 User Conduct

- **Harassment and Abuse:** You are prohibited from posting or transmitting any material that could harm, harass, or negatively affect another person, including posting or spreading false information with the intent to deceive, harm, or harass.
- **Illegal Activities:** Engaging in any activity that is illegal, fraudulent, or violates any applicable law through the use of the Website is expressly prohibited.

## 2.6 Enforcement and Compliance

EOPE OÜ reserves the right to take appropriate legal action against anyone who, in EOPE OÜ's sole discretion, violates these Terms, including without limitation, reporting you to law enforcement authorities. We may also, at our sole discretion, terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

# 3. User Responsibilities and Conduct

## 3.1 Lawful Use

Users of the EOPE OÜ website must engage in lawful use of the website and its services at all times. This includes adherence to all applicable local, state, national, and international laws and regulations regarding online conduct and acceptable content. Specifically, users must not:

- Use the website for any illegal purpose or in violation of any local, state, national, or international law.
- Conduct any activity that is harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable.

## 3.2 Account Security and Integrity

Users are responsible for maintaining the confidentiality of their account and password and for restricting access to their computer or device. Users agree to:

- Accept responsibility for all activities that occur under their account or password.
- Notify EOPE OÜ immediately of any unauthorized use of their account or any other breach of security.
- Ensure that they exit from their account at the end of each session when accessing the service.
- Use particular caution when accessing their account from a public or shared computer so that others are not able to view or record their password or other personal information.

## 3.3 Accuracy of Information

Users agree to provide true, accurate, current, and complete information about themselves as prompted by the website's registration form. EOPE OÜ has the right to suspend or terminate accounts and refuse any and all current or future use of the website if a user provides any information that is untrue, inaccurate, not current, or incomplete, or if EOPE

OÜ has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete.

### **3.4 User Content and Conduct**

Users are solely responsible for the content they upload, publish, display, link to, or otherwise make available via the website, and they agree that they will not upload, publish, display, or link to any content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or otherwise objectionable.
- Would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual or proprietary rights of any party.
- Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity.
- Contains private information of any third-party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers.

### **3.5 Compliance with Terms and Cooperation**

Users must conduct their activities on the EOPE OÜ website in full compliance with these detailed terms and conditions. EOPE OÜ reserves the right to investigate and take appropriate legal action against anyone who, in EOPE OÜ's sole discretion, violates these responsibilities, including without limitation, removing the offending communication from the website and terminating or suspending the account of such violators.

## **4. Disclaimer of Warranties**

### **4.1 "As Is" and "As Available" Basis**

EOPE OÜ provides the website [www.eope.ee](http://www.eope.ee) and its related services "as is" and "as available" without any warranty or condition, express, implied, or statutory. EOPE OÜ specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. EOPE OÜ does not guarantee and does not promise any specific results from the use of the website or its services.

### **4.2 No Warranty on Content Accuracy**

EOPE OÜ does not warrant the accuracy or completeness of the information, text, graphics, links, or other items contained within the website. The company may make changes to the content, the website, or the products or services described in the website at any time without notice. EOPE OÜ makes no commitment to update the materials on the website.

### **4.3 No Warranty on Continuous Access**

EOPE OÜ does not warrant that the functions contained in the website or any materials or content contained therein will be uninterrupted or error-free, that defects will be corrected, or that the website or the server that makes it available is free of viruses or other harmful components.

### **4.4 User Responsibility for Damage**

You expressly understand and agree that EOPE OÜ shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to,

damages for loss of profits, goodwill, use, data, or other intangible losses (even if EOPE OÜ has been advised of the possibility of such damages), resulting from the use or the inability to use the website or any other matter relating to the website.

#### **4.5 Third-Party Links and Resources**

The website may provide links to third-party websites or resources. You acknowledge and agree that EOPE OÜ is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

#### **4.6 User Content and Interactions**

EOPE OÜ is not liable for any statements, representations, or User Content provided by its users in any public forum, personal home page, or other interactive areas. While EOPE OÜ strives to enforce the terms and conditions and rules of conduct on the website, you may be exposed to User Content that is inaccurate or objectionable.

#### **4.7 Limitation of Legal Remedies**

To the fullest extent permitted by law, the remedies stated for you in these terms are exclusive and are limited to those expressly provided for in these terms.

## **5. Limitation of Liability**

### **5.1 Scope of Liability**

EOPE OÜ, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- (i) Your access to or use of or inability to access or use the website;
- (ii) Any conduct or content of any third party on the website;
- (iii) Any content obtained from the website; and
- (iv) Unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

### **5.2 Maximum Liability**

Notwithstanding any other provision of these terms, in no event shall the total liability of EOPE OÜ, its directors, employees, partners, agents, suppliers, or affiliates, for all damages, losses, and causes of action related to the website, your use of the website, or any other related activities exceed the amount you have paid EOPE OÜ in the last six (6) months, or, if greater, one hundred dollars (\$100).

### **5.3 Essential Basis of the Agreement**

The limitations of liability provided in these terms inure to the benefit of EOPE OÜ, its directors, employees, partners, agents, suppliers, and affiliates. The limitations set forth in this section will survive and apply even if any limited remedy specified in these terms is found to have failed its essential purpose.

### **5.4 Jurisdictional Limitations**

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you. In such jurisdictions, EOPE OÜ's liability will be limited to the greatest extent permitted by law.

### **5.5 Indemnification Obligations**

You agree to indemnify and hold harmless EOPE OÜ, its directors, employees, partners, agents, suppliers, and affiliates, from any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access to the website;
- Your violation of any term of these terms;
- Any claim that your content caused damage to a third party;
- Any user content that you post or share on or through the website.

### **5.6 Acknowledgement**

By using EOPE OÜ's services, you acknowledge that EOPE OÜ has set its prices and entered into these terms in reliance upon the limitations of liability specified herein, which allocate risk between you and EOPE OÜ and form a basis of the bargain between the parties.

## **6. Indemnification**

### **6.1 Indemnity Agreement**

You agree to defend, indemnify, and hold harmless EOPE OÜ, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- (i) Your violation of these Terms and Conditions;
- (ii) Your use of the EOPE OÜ website, including, but not limited to, your User Content, any use of the website's content, services, and products other than as expressly authorized in these Terms and Conditions;
- (iii) Your use of any information obtained from the website;
- (iv) Your violation of any rights of another, including but not limited to intellectual property rights; or
- (v) Any other party's access and use of the website with your unique username, password, or other appropriate security code.

### **6.2 Cooperation in Defense**

You will cooperate as fully required by EOPE OÜ in the defense of any claim. EOPE OÜ reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of EOPE OÜ.

### **6.3 Scope of Indemnification**

The indemnification obligations under this section include, without limitation, any third-party claims brought against EOPE OÜ, its affiliates, directors, officers, employees, agents, licensors, and suppliers, alleging conduct that would constitute a breach of the representations and warranties, agreements, and obligations under these Terms and Conditions.

### **6.4 Notification of Claims**

EOPE OÜ agrees to provide you with prompt written notice of any claim, action, or demand for which indemnification is required. EOPE OÜ's failure to notify you will not relieve you of your obligations under this section except to the extent that the failure to notify materially prejudices your ability to defend the claim.

## **6.5 Limitation on Indemnification**

Notwithstanding the foregoing, EOPE OÜ will not be liable to indemnify the user or hold them harmless for any liabilities, claims, damages, costs, and expenses, including legal fees, arising out of:

- (i) EOPE OÜ's willful misconduct or gross negligence;
- (ii) Any breach by EOPE OÜ of the warranties and representations made in these Terms and Conditions; or
- (iii) Any claims based on EOPE OÜ's compliance with your instructions or specifications, which infringe on a third party's rights.

## **6.6 Indemnification as a Continuing Obligation**

The obligations under this section will survive the termination or expiration of these Terms and Conditions and your use of the EOPE OÜ website.

# **7. Payment Terms for Yearly Subscriptions**

## **7.1 Subscription Fees and Payment**

EOPE OÜ offers access to its courses and related content under a yearly subscription model. By subscribing, you agree to pay the annual subscription fee as specified at the time of your subscription initiation or renewal. The subscription fee is charged in advance for the entire year and is non-refundable, except as expressly provided in these terms.

- **7.1.1** Payment of the subscription fee grants you access to EOPE OÜ's specified courses and content for a period of one year from the date of payment.
- **7.1.2** All payments are processed through EOPE OÜ's designated secure payment gateway. You are responsible for providing valid and current payment information and for ensuring sufficient funds are available to complete the transaction.

## **7.2 Automatic Renewal**

Your subscription will automatically renew at the end of each subscription term for another year, and you authorize us to collect the then-applicable annual subscription fee using any credit card or other payment mechanism we have on record for you.

- **7.2.1** Renewal fees are subject to change, but we will notify you of any changes to the fee or other terms in advance of your subscription renewal date.
- **7.2.2** If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you must inform EOPE OÜ via email or through your account settings (if available) at least 30 days prior to the end of the current subscription period.

## **7.3 Price Changes**

EOPE OÜ reserves the right to adjust the subscription price for its courses or any other fees associated with its services at any time as we deem necessary.

- **7.3.1** In the event of a price change, EOPE OÜ will provide you with a reasonable prior notice of these changes by email or through a prominent notice on the website.
- **7.3.2** Continued use of the service after the price change becomes effective constitutes your agreement to pay the modified subscription fee amount.

## **7.4 Cancellation and Refunds**

Subscribers may cancel their yearly subscription at any time. However, the cancellation will become effective at the end of the current billing cycle, and subscribers will have continued access to the subscribed courses until the end of the period for which they have paid.

- **7.4.1** Refunds for yearly subscriptions are available only within the first 30 days of the subscription or renewal date and only for subscribers who have not accessed or utilized any course content during the new subscription period.
- **7.4.2** To request a cancellation and refund, subscribers must contact EOPE OÜ customer support directly through the contact information provided on the website.

### **7.5 No Refunds for Partial Use or Non-Use**

No refunds or credits will be provided for partial months of service, partial use of the service, or for periods in which your account remains open but you do not use the service.

### **7.6 Responsibility for Payment**

You are responsible for all charges incurred under your account, including applicable taxes, fees, and surcharges. By subscribing to EOPE OÜ's courses, you confirm that you understand and agree to be responsible for these charges.

## **8. Changes to These Terms**

### **8.1 Right to Modify Terms**

EOPE OÜ reserves the exclusive right to update, modify, or otherwise alter these Terms and Conditions at any time. Such changes may reflect updates to our services, legal and regulatory updates, or changes to our business practices.

### **8.2 Notification of Changes**

- **8.2.1** EOPE OÜ will provide advance notice of any significant changes to these Terms and Conditions. Notice will be given through the website, via email, or through other means deemed appropriate by EOPE OÜ, ensuring that subscribers have ample time to review the changes before they become effective.
- **8.2.2** The notice period for changes to these Terms and Conditions will be at least 30 days before the changes take effect, except in situations where changes are required immediately due to legal, regulatory, or security reasons.

### **8.3 Review and Acceptance**

- **8.3.1** It is your responsibility as a user of EOPE OÜ's services to review the notified changes. Continued use of the website or EOPE OÜ's services after the effective date of such changes will constitute your acceptance of the revised Terms and Conditions.
- **8.3.2** If you do not agree with the changes to these Terms and Conditions, you have the right to terminate your use of EOPE OÜ's services. Termination of your account or discontinuation of the use of EOPE OÜ's services should be communicated through the means provided by EOPE OÜ for such purposes.

### **8.4 Effect of Changes**

- **8.4.1** The revised Terms and Conditions will supersede all previous versions of the terms once they become effective. By accepting the new terms, you agree to be bound by the revised agreement in its entirety.
- **8.4.2** Specific terms and conditions may also be posted in connection with particular services or content available through the EOPE OÜ website. In the case of any inconsistency between these general Terms and Conditions and any service-specific terms, the service-specific terms shall prevail.

### **8.5 Historical Versions**

EOPE OÜ may, but is not obligated to, keep archived versions of the Terms and Conditions for historical reference. We encourage users to maintain their copies for reference.



## **8.6 Your Feedback**

EOPE OÜ welcomes feedback and suggestions from users regarding changes to the Terms and Conditions. While not all feedback will result in modifications to the terms, we value user input as part of our commitment to user satisfaction and continuous improvement.

## **9. Governing Law and Jurisdiction**

### **9.1 Governing Law**

The Terms and Conditions of EOPE OÜ, including all matters relating to the use of the EOPE OÜ website and its services, shall be governed by and construed in accordance with the laws of Estonia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of Estonia.

### **9.2 Jurisdiction**

- **9.2.1** Any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions or the EOPE OÜ website shall be instituted exclusively in the competent courts of Estonia, although EOPE OÜ retains the right to bring any suit, action, or proceeding against you for breach of these Terms and Conditions in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **9.3 Legal Compliance**

- **9.3.1** You agree to comply with all local, state, national, and international laws and regulations applicable to your use of the EOPE OÜ website and services, including laws relating to the export of data or software, privacy, and local legal requirements.

### **9.4 Dispute Resolution**

- **9.4.1** EOPE OÜ aims to address your concerns without needing a formal legal case. Before filing a claim against EOPE OÜ, you agree to try to resolve the dispute informally by contacting EOPE OÜ directly. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, you or EOPE OÜ may bring a formal proceeding.
- **9.4.2** EOPE OÜ and you agree to resolve any claims relating to these Terms and Conditions or the services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

### **9.5 Exceptions to Agreement to Arbitrate**

- **9.5.1** Either party might bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.
- **9.5.2** If the agreement to arbitrate is found not to apply to you or your claim, you and EOPE OÜ agree that any judicial proceeding (other than small claims actions) will be brought in the courts of Estonia. Both you and EOPE OÜ consent to venue and personal jurisdiction there.

### **9.6 Modification of Dispute Resolution**

- **9.6.1** If EOPE OÜ makes any future change to this arbitration provision (other than a change to EOPE OÜ's address for Notice), you may reject the change by sending us written notice within 30 days of the change to EOPE OÜ's address for Notice, in which case your account with EOPE OÜ will be immediately terminated, and this

arbitration provision, as in effect immediately prior to the changes you rejected, will survive.

## **10. Disclaimers**

### **10.1 General Disclaimers**

EOPE OÜ and its services, including all website content, software, products, and other services provided on or through the website, are provided on an "as is" and "as available" basis. EOPE OÜ expressly disclaims, to the fullest extent permissible by law, all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, EOPE OÜ makes no representations or warranties:

- **10.1.1** That the services, including any of the website content or any other products provided by EOPE OÜ, will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis.
- **10.1.2** That the information or results that may be obtained from the use of the EOPE OÜ website or services will be accurate, timely, or reliable.
- **10.1.3** Regarding the quality of any products, services, information, or other material purchased or obtained by you through the EOPE OÜ website or services.

### **10.2 Content Disclaimer**

EOPE OÜ does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the EOPE OÜ website or any hyperlinked website or featured in any banner or other advertising. EOPE OÜ will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

### **10.3 Third-Party Links**

The EOPE OÜ website may contain links to third-party websites or services that are not owned or controlled by EOPE OÜ. EOPE OÜ has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that EOPE OÜ shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

### **10.4 User Interactions Disclaimer**

Any interactions or transactions between you and any other user of the EOPE OÜ website or services are solely between you and that user. EOPE OÜ is not responsible or liable for any loss or damage incurred as the result of any such interactions or transactions, and EOPE OÜ is under no obligation to become involved in any dispute between you and any other user.

### **10.5 Limitation on Liability Disclaimer**

In no event will EOPE OÜ, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the EOPE OÜ website, any websites linked to it, any content on the website, or such other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of

profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. This limitation of liability does not affect any liability which cannot be excluded or limited under applicable law.

#### **10.6 No Liability for User Actions**

EOPE OÜ is not liable for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

#### **10.7 Disclaimer of Certain Damages**

In jurisdictions that do not allow the exclusion or limitation of certain types of damages, EOPE OÜ's liability shall be limited to the maximum extent permitted by law. EOPE OÜ will not be liable for any loss or damage arising from your failure to comply with the instructions provided in these Terms or from any technical issues beyond our control.

### **11. Intellectual Property Rights Protection**

EOPE OÜ respects the intellectual property rights of others and expects its users to do the same. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

#### **11.1 Reporting Infringements**

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, please provide EOPE OÜ's copyright agent with the specific information described in detail, including evidence of your copyright ownership, a description of where the infringing material is located on the EOPE OÜ website, and your contact information.

### **12. Termination**

EOPE OÜ may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms.

#### **12.1 Effects of Termination**

Upon termination, your right to use the Service will cease immediately. If you wish to terminate your account, you may simply discontinue using the Service.

### **13. General Terms**

#### **13.1 Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by EOPE OÜ without restriction.

#### **13.2 Entire Agreement**

These Terms constitute the entire agreement between you and EOPE OÜ regarding our Service, superseding any prior agreements between you and EOPE OÜ regarding the Service.

#### **13.3 No Waiver**

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and EOPE OÜ's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.