

# Terms and Conditions

## **GENERAL TERMS**

### *Introduction*

Hereinafter, the “Company’s” or “Global Market Shop”, or “GMS”, or “globalmarketshop.com” shall mean GMS OÜ. The “Customer” or “You” or “the Client” or “Consumer” shall mean the party, natural person that uses services of the GMS, as well as campaigns that are being on the GMS’s platform and issued by the Merchant/s of the Company, that wants to acquire the relevant Products and/or Services from Merchant/s on the Company’s platform. The Merchant, or you, are Company’s business Clients (whether a person, firm, company, organization or other entity or body) that are issuing campaigns on the Company’s web platform. The “Products” shall mean any and all physical or digital products, data, files, goods, materials or other items supplied by the Merchant to the Consumer and the “Services” shall mean any and all services provided by Merchant to the Consumer.

These Terms and Conditions shall apply to the supply by the Company of both Products and Services except where the application to one or the other is specified (or where the context otherwise requires) and it represents the Agreement you have agreed on, by using Company’s site.

This Agreement sets forth the legal terms and conditions governing your use of this website (the “Site”) and your purchase and/or use of any Merchants products and/or services (collectively referred to hereinafter as, “Campaigns”). This Agreement also provides information on how to become a GMS Consumer or GMS Merchant. GMS’s Merchants offer different products and/or services through GMS respective website and software. Please read this document carefully.

These Terms and Agreement will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here. You must not use this Website if you disagree with any of these Terms and Conditions.

Your use of the Site and all information, data, text, software, information, images, sounds or other materials contained therein, or your use or purchase of any other Campaigns confirms your unconditional agreement to be bound by this Agreement and is subject to your continued compliance with the terms and conditions of this Agreement. If you do not agree to be bound by this Agreement, do not access or otherwise use the Site or participate in any of the Campaigns. This Agreement and any other terms and policies incorporated herein by reference (collectively, the “Other Policies”), constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

**PLEASE READ THESE TERMS AND CONDITIONS, INCOME AND EARNING DISCLAIMER AND THE PRIVACY POLICY, LOCATED AT OUR WEBSITE, BEFORE USING THIS WEBSITE OR PURCHASING ANY PRODUCT OR SERVICES FROM GMS PLATFORM.**

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The information and features included in this Site are subject to change at any time without notice. By accessing or linking to this Site (to the extent linking is permissible), you assume the risk that the information on this Site may be changed or removed.

**Company** reserves the right at any time to:

Change the terms and conditions of this Agreement;

Enhance, add to, modify or discontinue the Site or other Campaigns, or any portion of the Site or other Campaigns, at any time in our sole discretion.

From time to time, we reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove, revise or otherwise change any portion of this Agreement, in whole or in part, at any time. If you provide information to us, access or use the Site or participate in any Campaign in any way after this Agreement has been changed, you will be deemed to have read, understood and consented to and agreed to such changes. The most current version of this Agreement will be available on the Site and will supersede all previous versions of this Agreement.

You represent and warrant that you are eighteen (18) years of age or older.

The Company doesn't offer products, goods or services but the registered Merchants offer and sell products and services that are offered through Company's platform and network of Independent Merchants. To purchase Merchants goods or services, you have to become a registered Consumer. If you want to become Company's Merchant you have to be legal representative or authorized by the legal representative of the company/entity that wishes to offer campaigns on the Company's platform and to provide us with every information that we ask you to. If you want to become Company's Consumer, you have to provide us with every information regarding you that we ask you, you have to go through our registration process.

If you provide information to the Site, you agree to provide accurate, current and complete information where requested and you agree to maintain and update such information as appropriate. We will use and maintain the personal information that we collect through the Site in accordance with our Privacy Policy.

When using any email address, provided to you on or through the Site or other Campaigns, you agree to use such email address in accordance with all applicable laws and not to transmit to any person or entity:

- any content that violates the Community Guidelines set forth above with respect to the Merchant or a Consumer or a user that is unlawful, fraudulent, threatening, abusive, defamatory, vulgar, obscene, harmful, harassing, tortious, invasive of another's privacy, hateful, or is racially, ethnically or otherwise objectionable, or is subject to an agreement of confidentiality, or infringes upon our or any third party's intellectual property or other rights;
- any non-public information about any company;
- any trade secret; or
- any computer code, files or programs (for example, a computer virus) designed to interrupt, destroy, compromise the security or limit the functionality of any device.

The use of false headers in emails or falsifying, forging or altering the origin of any email in connection with Company and/or its products and services is prohibited.

If a person or entity indicates that they do not want to receive an email, you agree not to send email to such person or entity. If a person initially agrees to receive an email, but later asks to stop receiving email, you must abide by that request. Company prohibits engaging in any of the foregoing activities, yourself or through the service of another provider, remailer service or otherwise. This Site and all of the content it contains, or may in the future contain, including but not limited to campaigns, articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clips and

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advertising copy, as well as the trademarks, copyrights, logos, domain names, code, trade names, service marks, patents and any and all copyrightable material (including source and object code) and/or any other form of intellectual property (collectively, the "Material") are owned by or licensed to other authorized third parties or us and are protected from unauthorized use, copying and dissemination by copyright, trademark, publicity and other laws and by international treaties. Unless expressly permitted in writing by us, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute, or exploit in whole or in part any of the Material. Nothing contained in this Agreement or on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Material in any manner without the prior written consent of us or such third party that may own the Material or intellectual property displayed on the Site. **UNAUTHORISED USE, COPYING, REPRODUCTION, MODIFICATION, PUBLICATION, REPUBLICATION, UPLOADING, FRAMING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY OF THE MATERIAL IS STRICTLY PROHIBITED.** Any use of the Material other than as permitted by this Agreement will, subject to this Agreement, constitute a violation of this Agreement and may constitute copyright and/or patent infringement. You agree not to use the Material for any unlawful purposes and not to violate our rights or the rights of others. You agree not to interfere or permit any third party to interfere with the normal processes or use of the Site by other users, including without limitation by attempting to access administrative areas of the Site. You are advised that we will aggressively enforce our rights to the fullest extent of the law. We may add, change, discontinue, remove or suspend any of the Material at any time, without notice and liability. The company, our logo, and the name of the products produced marketed, sold or distributed by the Company, are trademarks and/or service marks of Company, or its affiliates. All other trademarks, service marks, and logos used on the Site or other Campaigns are the trademarks, service marks or logos of their respective owners.

The Company is not responsible for any delays of the deliverance of the products or the services that may occur; the Merchant is the distributor of the products and/or services, or courier service, or any other third party involved with the deliverance of the products or services. The Company is also not responsible for any additional charges for taxes or customs clearance, and our Clients, Merchants, Consumers, you must pay these in full. You are responsible for paying any applicable inbound duties, taxes and any other local fees which your local Customs authority deems appropriate. This fees, taxes and any other duties are paid to your local carrier or government and are not collected by us, and thus cannot be refunded. Merchant ship their products so for any additional information please seek advice and information from the Merchant. The recipient must pay all applicable fees in order to receive the product. The Company has no control over these shipping, campaigns, charges, and cannot predict what they might be, so please contact your Merchant and local customs service.

For the proper use of this Site you must go through the registration or may otherwise ask you to provide information to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional, and on you; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site. As a Customer, our platform is allowing you to get connected with various Merchants all over the world, and to choose offers and campaigns, but not limited to the ones with various discounts. Vouchers are one-time discounts (for given amount or based on a percentage of the total amount). Each voucher can only be used once and only one voucher can be used per order. Vouchers and can only be redeemed while they are valid and their expiry dates cannot be extended. The price and value of the voucher will be displayed in each individual offer separately. Global Market Token (GMT) is discount token offered to customers as a purchasing incentive that reduces the price of an order. You can earn some GMT as bonus for browsing the offers. Each offer you open will earn you some GMT. More offers you see more discounts you can apply. GMTs can only be acquired in the GMS. Only when the voucher has been paid you could use.

If you register with the Site, you agree to accept responsibility, for all activities that occur under your account, email or password, if any and agree you will not sell, transfer or assign your membership, any

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membership rights or any Site issued email address or e-card/e-message functionality. You are responsible for maintaining the confidentiality of your password if any, and for restricting access to your computer so that others may not access the password-protected portion of the Site or your Site issued email account using your name in whole or in part.

You may only create and hold one account on the Site for your personal use and must register using a valid credit card. You are responsible for updating and correcting information you have submitted to create or maintain your account. As part of your account settings, you have the option to: (a) save, edit, or delete your personal information, including, without limitation, a valid credit card; and (b) opt-out of persistent login. You understand and agree that GMS shall have no responsibility for any incident arising out of, or related to, your account settings. You must safeguard your password and supervise the use of your account. You are solely responsible for maintaining the security of your account and maintaining settings that reflect your preferences. We will assume that anyone using the Site or transacting through your account is you. You agree that you are solely responsible for any activity that occurs under your account.

The Site may permit you to make purchases without an account or without logging in to your account by using the guest checkout feature. If you make a purchase in this manner and you do not already have an account with us, we will create an account for you based on the information provided to us in connection with the transaction (e.g., your name, address, e-mail address, and other transaction information). You may later claim this account by creating a password for the account.

Your account is non-transferrable. You cannot sell, combine, or otherwise share it with any other person. Any violation of these Terms of Use, including, without limitation, failure to maintain updated and correct information about your account (e.g., valid credit card information) will cause your account to fall out of good standing and we may cancel your account in our sole discretion. If your account is cancelled, you may forfeit any pending, current, or future account vouchers, and any other forms of unredeemed value in your account without notice. Upon termination, the provisions of these Terms that are, by their nature, intended to survive termination (e.g., any disclaimers, all limitations of liability, and all indemnities) shall survive. We also reserve the right to change or discontinue any aspect or feature of our services or the Site, including, without limitation, requirements for use. We may, in our sole discretion, and at any time, with or without notice, terminate your access and account/s, profile/s, for any reason/s or no reason at all. The company has the right and will do the due diligence of every Merchant and Consumer, for the moment of their registration, on a daily basis, but the Company also has the right to delete, block Merchant's and/or Consumer's account, or ban on promoting website products, services and campaigns, without any explanations or refunds.

This Site may contain sweepstakes, contests or other promotions that require you to send material or information about yourself. Please note that sweepstakes, contests or promotions offered via the Site may be, and often are, governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material you submit, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such sweepstakes, contest or other promotion, you agree to comply with abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

WE MAY PROVIDE LINKS TO THIRD PARTY WEB SITES OR RESOURCES. OUR PROVISION OF SUCH LINKS IS NOT AN ENDORSEMENT OF ANY INFORMATION, PRODUCT OR SERVICE REACHED THROUGH SUCH LINK. WE ARE NOT RESPONSIBLE FOR THE CONTENT OR PERFORMANCE OF ANY PORTION OF THE INTERNET INCLUDING OTHER WEBSITES TO WHICH THE SITE MAY BE LINKED FOR FROM WHICH THE SITE MAY BE ACCESSED.

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YOU AGREE THAT WE AND OUR AFFILIATES, SUBSIDIARIES, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, SHAREHOLDERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES"), ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH THIS SITE, THE CAMPAIGNS, THE USER FORUMS, THE MATERIAL, PRODUCTS AND SERVICES OR ANY ERRORS OR OMISSIONS IN ITS TECHNICAL OPERATION OR THE MATERIAL, PRODUCTS AND SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORISED ACCESS TO, THIS SITE OR ITS RELATED INFORMATION OR PROGRAMS. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY REASON OR ANY CAUSE OF ACTION WHATSOEVER IN AN AMOUNT GREATER THAN FIFTY DOLLARS (\$50). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, AND/OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MIGHT NOT APPLY TO YOU.

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BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

NOTHING IN THESE TERMS OF USE LIMITS, VARIES, DIMINISHES, AFFECTS, OR OTHERWISE VOIDS OR ALTERS YOUR RIGHTS UNDER LAW AS THEY RELATE TO LIMITATIONS OF LIABILITY OR EXCULPATION (INCLUDING, BUT NOT LIMITED TO, LIMITATIONS ON INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES), DISPUTE RESOLUTION, INDEMNIFICATION, VENUE OR JURISDICTION, STATUTES OF LIMITATION OR REPOSE PERIODS FOR BRINGING CLAIMS,

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BY USING THIS SITE, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD-PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, TAXES AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THIS AGREEMENT OR ANY LAW; YOUR USE OF THIS SITE AND/OR THE MATERIAL IN VIOLATION OF THIS AGREEMENT; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBERSHIP OR MERCHANT OR CONSUMER ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR OUR USE OF YOUR INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY SUCH MATTER WITHOUT OUR WRITTEN CONSENT, SUBJECT TO THIS AGREEMENT.

As a Merchant you have the right to go through our registration process, to start the activation process, after you are activated as a Merchant (we hold the right to do the activation within 96 hours), to create Campaign, that has to have all necessary information in order for our Consumer to decide upon choosing your Campaign, and we hold the right to allow your Campaign to be activated within 96 hours. If our Campaign activation department activates your Campaign, it will be shown on our platform. We reserve the right to deny the activation of your Campaign without any further explanation. We reserve also the right to change the conditions of the Campaign, or to block or delete or terminate the Campaign without any further explanation. Company is not to be held responsible or liable for anything that is stated in the Campaign, as well as for the products or services the Merchant is offering on our platform.

The Company may pay you your commission, and that is final in regards to the Company and you as a registered member, be it Merchant or the Consumer, Client, User, Customer, are solely responsible for any taxes, state fees, export, import fees that may occur from the purchasing the products or services from the Merchant as well as the promotions of the products and services of Merchant, and for all those costs will not hold liable the Company. Also, the Company is only entitled to pay you your commission and is not entitled to pay you any income, earning tax or any tax or state or local fees that come from your commission in any country that the Merchant, Consumer, Client, Customer, User, you, member comes from, lives in or is the country where you are tax obliged. Merchants and Consumers are responsible for seeking the advice of professionals, as appropriate, regarding the information, opinions, advice or content available at this Site.

In case the Company stops doing business, which means the current business or starts doing any other business for whichever reason or the shareholders decide to liquidate the Company as limited company (winding up a company) the Company has the right to decide that it will no longer be cooperating with you, Merchants, customers, consumers, suppliers, clients and agents of the Company and they will be notified via email. The email is considered delivered on the same day that the Company has sent that

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email. All the unpaid invoices or outstanding issues towards the Company, customers, suppliers, affiliates, distributors, members, clients, employees and agents agree that they will settle from the Company's assets. By accessing this Site and in contractual relation with the Company, Merchants and Consumers agree with these terms and conditions and this Agreement. The company's owners, shareholders, employees, agents of the company will not be liable for any debts of the Company that may occur, nor for any debts of the Merchant/s or Consumer/s. All debts of the Company are going to be paid from the Company's assets. All disputes that may arise between Merchant/s and Consumer/s, regarding Campaigns of the Merchant/s will be resolved between Merchant/s and Consumer/s, and the Company is not and shall not be held liable for any disputes, debts, lost income, profit, taxes etc. of the Merchant/s or the Consumer/s.

If any provision of this Agreement is found to be invalid or null by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, Terms and conditions or other Policies, which will remain in full force and effect.

We are not and shall not be responsible for any resulting damage to any Merchant or Consumer's computer from any such security breach, or from any virus, bugs, tampering, unauthorised intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that email submissions over the Internet may not be secure, and you should consider this before submitting any information to anyone over the internet. We make no representation or warranty whatsoever regarding the suitability, functionality, availability or operation of this Site. This Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

We will determine, subject to this Agreement, your compliance with this Agreement in our sole discretion and our decision shall be final and binding. Any violation of this Agreement may result in restrictions on your access to all or part of the Site and may be referred to law enforcement authorities. No waiver of any of this Agreement shall be of any force or effect unless made in writing and signed by a duly authorised officer of Company. We reserve the right to modify or discontinue this Site, or any portion thereof without notice to you or any third party. Upon termination of your membership, Merchant or Consumer status, or access to the Site, or demand by Company, you must destroy all materials obtained from this Site and all related documentation and all copies and installations thereof. You are advised that we will aggressively enforce our rights to the fullest extent of the law.

We operate the Site in the Tallinn city, Estonia. Information contained on this Site may not be appropriate or available for use in other locations, and access to this Site from territories where the content of the Site may be illegal is prohibited. If you choose to access the Site or Campaigns from locations outside of the stated, you are responsible for compliance with local laws if, and to the extent that, such local laws are applicable.

All software used on the Site or other Campaigns is subject to export controls. We reserve the right, in our sole discretion, to limit the availability of the Site or other Campaigns to any person, geographic area or jurisdiction at any time. We retains the right, at our sole discretion, to deny service or use of the Site or an account to anyone at any time and for any reason. While we use reasonable efforts to keep the Site and your account accessible, the Site and/or your account may be unavailable from time to time. You understand and agree that there may be interruptions in service or events, Site access, or access to your account due to circumstances both within our control (e.g., routine maintenance) and outside of our control.

The laws of Estonia apply to this Agreement (without regard to Estonia's conflict of law principles that would cause the application of any other jurisdiction's laws) and will specifically not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. Any dispute between you and us must be brought before state courts located in. You hereby consent and submit to the exclusive personal jurisdiction and venue of the courts located in Tallinn city,

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Estonia, for any cause of action relating to or arising under this Agreement, Terms and conditions, other policies or the Site.