

# Terms of service

## 1. Definitions

**Account:** the primary means for accessing and using Sinimart Services, subject to payment of a Fee designated in the selected Plan.

**Company:** Grafix Design OÜ, an Estonian company, registration code 11198330.

**Client:** a legal person who has accepted these Terms with the Company. A natural person can be a Client only during a reasonably-limited company pre-establishment period.

**Client Data:** Files and any other digital data and information, which is related to Sinimart Services or otherwise inserted or collected to the System by the Client and the clients of the Client (including the specific users, persons, activities, inventory, sales data associated with the Client's business done using Sinimart Services). Fee regular payment for using the activated Account.

**Free Trial:** temporary access for the purposes of trying out the Website and Sinimart Services in accordance with a Plan offered by Company without paying a Fee.

**Guidelines:** additional guidelines or rules applicable to specific features, applications, products, or services which may be posted from time to time on the Platform or otherwise made available through Sinimart Services.

**Sinimart Materials:** the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of Sinimart Services.

**Sinimart Services:** the Website, Services, System, Materials, Platform and all content, services and/or e-commerce products available on or through the Platform;

**System:** The integrated computing solution for providing Sinimart Services, including applications, software, hardware, databases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therein.

**Plan:** various criteria related to the use and functionality of Sinimart Services and on which the Fee is based;

**Products:** the e-commerce goods or services that a Client is offering in its own name to its clients;

**User:** a natural person granted with the authorization to use the Account on behalf of a Client;

**Website:** the compilation of all web documents (including images, php, and html files) made available via [www.sinimart.com](http://www.sinimart.com) or its sub-domains or second level domains with identical names under other top domains and owned by Company.

## **2. Authority to enter these Terms with Company**

The use of Sinimart Services is subject to acceptance of these Terms.

To accept these Terms for itself or on behalf of a Client who is an individual, must be at least 18 years of age unless the laws of residence of the individual provide different age regulation for legal capacity. In the case of a legal entity, the entity must be duly incorporated and in good standing.

The Terms are accepted as soon as one of the following occurs first:

- the person has received the confirmation of the creation of the Account and necessary credentials from Company to log in to an Account; or
- for those Sinimart Services and parts of the Website which do not require creating an Account, upon the moment of gaining access to such services.

You may not, without Company's prior written consent, access Sinimart Services (i) for the purposes of making analogous software, (ii) if you are a competitor of Sinimart, (iii) to monitor the availability, performance or functionality of Sinimart Services or (iv) for other benchmarking or competitive purposes.

Once accepted, these Terms remain effective until terminated as provided for herein.

## **3. Modifications to Terms**

Company reserves the right, at its sole discretion, to change the Terms at any time by posting such changes on the Website. Please check these Terms periodically for changes. Your continued use of Sinimart Services after such changes have been posted constitutes your binding acceptance of such changes. Such amended Terms will automatically be effective upon the earlier of (i) our continued use of Sinimart Services, or (ii) 30 days from posting of such modified Terms on the Website. Notwithstanding the foregoing, the resolution of any dispute that arises between you and Company will be governed by the Terms in effect at the time such dispute arose.

## **4. Sinimart Responsibilities**

### **4.1. Provision of Sinimart Services**

Company will (a) make Sinimart Services, content and Client Data available to a Client pursuant to these Terms, (b) provide applicable standard support for Sinimart Services to Client at no additional charge, and/or upgraded support for an additional charge, if applicable, (c) use commercially reasonable efforts to make Sinimart Services available 24 hours a day, 7 days a week, except for: (i) planned downtime, about which Company shall give advance electronic notice, and (ii) any unavailability caused by circumstances beyond Company's reasonable control, including for example, an act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem, cyber-attack, Internet service provider failure or delay, or denial of service attack.

### **4.2. Protection of Client Data**

Company will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Client Data by Company personnel, except (a) to provide Sinimart Services and prevent or address service or technical problems, (b) as required by law, or (c) as a Client or User expressly permits.

## **5. Using Sinimart Services**

### **5.1 Establishing an Account**

Certain features, functions, parts or elements of Sinimart Services can be used or accessed only by holders of an Account. The person who wishes to create an Account must: (i) complete the registration form on the Website; and (ii) accept these Terms by clicking "Register" or other similar button; (iii) activate the account according to the instructions communicated via Website or e-mail. If Client has designated Users and granted them authorization, such Users will be deemed to be authorized to act on behalf of Client when using the Account. Company is not responsible for verifying the right of representation or validity of authorization of any User. However, Company may ask additional information or proof of the person's credentials. The Client and any User associated with an Account must provide Company with true, accurate, current, and complete information about the Client, Users, or Account and keep it up to date.

### **5.2 Logging into an Account**

Company shall provide Client with a username and password to be used to log in to its Account. These Login Credentials must not be used by multiple persons. Client can designate several Users in the Account and create for each additional User separate Login Credentials. Client and each User are responsible for keeping confidential all login credentials associated with an Account.

Client must promptly notify Company about any disclosure, loss, or unauthorized use of any Login Credentials. Client must delete User or disable Login Credentials in the case particular person is not authorized to access the Account any more.

### 5.3 Termination of Account

Client may terminate these Terms at any time as provided in these Terms. Company shall permanently delete the Account as soon as reasonably practicable after the effective date of the termination.

### 5.4 Fees

The use of an account is subject to a fee. The applicable Fee is charged in advance on monthly payments, unless agreed otherwise between parties.

The Client's prepaid balance is charged daily, corresponding to the number of products in the Client's database. As soon as the funds on Client's prepaid balance run out, an invoice is automatically sent to a Client's email.

All due Fees are non-refundable, i.e. there are no refunds or credits for periods where the Client did not use an activated Account, used it only partially, or deactivated the Account during an ongoing payment interval or terminated these Terms.

All Fees are exclusive of all taxes, levies or other duties applicable under any applicable law, unless stated otherwise stated herein. Client is solely responsible for the payment of such taxes, levies or duties.

### 5.5 Free Trial

A new Client may be entitled to a Free Trial. If the parties have not agreed otherwise, the Company shall determine the default Plan for the Free Trial. The Client is not required to provide any credit card information during the period of Free Trial. If the period of Free Trial has expired, the Account will be automatically deactivated. To prevent deactivation or to reactivate the Account, the Client is required to pay the first Fee. If the Client does not pay the first Fee within 2 weeks as of the expiry of the Free Trial, Company has the right to

permanently delete the Account, including all Client Data therein. In addition to the current offering of Plans, Company may offer special discounts and motivation schemes.

## **6. Payment**

Before the end of each payment interval, Client will be issued an electronic invoice for payment of the Fee of the next payment interval. Client must pay the invoice by the due date indicated on the invoice. Upon delay with any payments, Company may require the Client to pay interest on the delay (penalty for late payment) for the period as of the time the payment obligation falls due until conforming performance is rendered. The interest rate of penalty for late payment due shall be 0,05% per day. The Company may transfer to or authorize a debt collection or other company to deal with the collection of overdue charges and interest. The Client agrees that it will cover all debt collection costs and fees in addition to the owed charges and interests.

## **7. Client Data**

### **7.1 Uploading Client Data to Platform**

If Client uploads Client Data to the Platform, such Client Data, and any processing of such Client Data must be in compliance with the Terms and applicable law. All rights, title and interest in and to the Client Data belong to the Client or third persons (including Users, persons and organizations) whether posted and/or uploaded by them or made available on or through Sinimart Services by Company. By uploading Client Data to the Platform, Client authorizes Company to process the Client Data. Client is responsible for ensuring that:

- the Client and any of the Users associated with the Account do not create, transmit, display or make otherwise available any Client Data that violates the terms of these Terms, or the rights of Company, other Clients or Users, persons or organizations or is harmful (for example viruses, worms, malware and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, invasive of another's privacy, defamatory, hateful or otherwise unlawful; and
- the Client and all Users associated with the Account have the necessary rights to use the Client Data, including to insert it into the Platform and process it by means of the Account.

### **7.2 No Guarantee of Data Accuracy**

Company does not guarantee any accuracy with respect to any information contained in any Client Data, and strongly recommends thinking carefully about what to transmit, submit or post to or through Sinimart Services. All information contained in Client Data is the sole

responsibility of the person from whom such Client Data originated. This means that Client, and not Company, is entirely responsible for all Client Data that is uploaded, posted, transmitted, or otherwise made available through Sinimart Services, as well as for any actions taken by the Company or other Clients or Users as a result of such Client Data.

### 7.3 Exposure to Other Client's Client Data

A Client may, in certain circumstances, allow Company to expose their Client Data to other Clients or Users for training and marketing purposes. Company cannot, and does not, review all Client Data and does not endorse any Client Data. You understand and acknowledge that you may be exposed to other Client's Client Data that is inaccurate, misleading, offensive, indecent, or objectionable. Company shall not be responsible for any Client Data, including, without limitation for the accuracy, completeness, relevancy, content of any Client Data.

### 7.4 Unlawful Client Data

Company is not obliged to pre-screen, monitor, or filter any Client Data or acts of its processing by the Client to discover any unlawful nature therein.

However, if such unlawful Client Data or the action of its unlawful processing is discovered or brought to the attention of Company or if there is reason to believe that certain Client Data is unlawful, Company has the right to:

- notify the Client of such unlawful Client Data;
- deny its publication on the Website or its insertion to the System;
- demand that the Client bring the unlawful Client Data into compliance with these Terms and applicable law;
- temporarily or permanently remove the unlawful Client Data from the Website or Account, restrict access to it or delete it.

If Company is presented convincing evidence that the Client Data is lawful, Company may, at its sole discretion, restore such Client Data, which was removed from the Website or Account or access to which was restricted. In addition, in the event Company believes in its sole discretion Client Data violates applicable laws, rules or regulations or these Terms, Company may (but has no obligation), to remove such Client Data at any time with or without notice.

### 7.5 Required Disclosure

Company may disclose a Client's confidential information to the extent required by law to do so. In such instance, Company will use commercially reasonable efforts to provide Client with prior notice of the compelled disclosure and Client shall provide reasonable assistance, at its cost, if Client wishes to contest the disclosure. If Company is compelled by law to disclose

Client's confidential information as part of a civil proceeding to which Company is a party, and Client is not contesting the disclosure, Client will reimburse Company for its reasonable cost of compiling and providing secure access to that confidential information.

## **8. Sinimart Services**

### 8.1 Use of the Services

Subject to these Terms, and the payment of the applicable Fee, Company grants Client and its authorized users a non-exclusive, non-sub- licensable license to use Sinimart Services. Client can transfer Sinimart Services to third party only with a consent of Company.

### 8.2 Technical Support.

Company shall provide reasonable amount of technical support to Client and its authorized Users at the reasonable request of the Client. Company shall respond to technical support enquiries from a Client as soon as reasonably possible. Responding to enquiries of Clients and Users who have accepted these Terms but do not have an active Account may be less expedient, or may not occur at all.

### 8.3 Modifications to Service

Company reserves the right to modify Sinimart Services or any part or element thereof from time to time without prior notice, including, without limitation:

- ceasing providing or discontinuing the development any particular Sinimart Service or part or element of the Platform temporarily or permanently;
- taking such action as is necessary to preserve Company's rights upon any use of Sinimart Services that may be reasonably interpreted as violation of Company's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

As applicable, Client may be notified of such modifications in the way chosen by the Company.

The Client's continued use of Sinimart Services, or any part or element shall indicate its consent to the modifications. Company shall not be liable to the Client or to any third person for any modification, suspension or discontinuance of Sinimart Services, or any part or element thereof.

## **9. Restrictions**

## 9.1 Prohibited Activities

Client and its authorized Users may use Sinimart Services and any part or element thereof only in the scope, with the means and for purposes as identified in these Terms and applicable law. By way of example, neither the Client nor any User may:

- use Sinimart Services or any part or element thereof to commit a crime, breach any law or entice or invite others to carry out such illegal actions;
- copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile Sinimart Services or any part or element thereof, or attempt to extract the source code thereof, unless (i) it is expressly allowed under applicable law, and (ii) to the extent that the Company is not permitted by that applicable law to exclude or limit the foregoing rights;
- modify, adapt, the source code of Sinimart Services, except in the extent that has been allowed via an administrative module of Sinimart Services, unless the Company has permitted the changes and adaptations this in writing;
- use Sinimart Services or any part or element thereof unless it has agreed to these Terms.

## 9.2 Certain Uses Require Company Consent

The Client or any User may not, without Company's prior express consent (e-mail, fax, Skype, etc.):

- sell, resell, lease, license, sublicense, distribute, provide, disclose, divulge, exploit or otherwise grant Access or make Sinimart Services available in whole or in part to any third persons, unless such third person is another authorized User of the same Client or the Company has expressly permitted this;
- use Sinimart Services or any part or element thereof in a scope, with means or for purposes other than those for which their functionality was created;
- use Sinimart Services or any part or element thereof by means of programs that send automatic enquiries or requests, unless such program has been made available by Company;

## 10. Privacy

Company takes the privacy of its Clients and Users very seriously. Company's Privacy Policy at [www.sinimart.com](http://www.sinimart.com) is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully as it governs Company's collection, use, and disclosure of Client's or User's personal information.

## **11. Intellectual Property Rights**

### 11.1 Sinimart Intellectual Property Rights

Sinimart Services, Sinimart Materials, Sinimart trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by Company and in certain circumstances its third-party vendors and hosting partners or are used under license. Sinimart Materials are protected by copyright, design, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Company, its affiliates and licensors retains all right, title and interest in such Sinimart Services, Sinimart Materials, Sinimart trade names and trademarks, and any parts or elements. Your use of Sinimart Services and Sinimart Materials, and any parts or elements does not grant to you any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of Sinimart Materials is strictly prohibited unless you have received the express prior written permission from Company or the otherwise applicable rights holder. Company reserves all rights to Sinimart Services, Sinimart Materials and Sinimart trade names and trademarks not expressly granted in the Terms.

### 11.2 Content owned by Sinimart

Subject to these Terms and the payment of the applicable Fee, Company grants Client and its authorized users a non-exclusive, non-transferable, non-sub- licensable license to download a single copy of any part of the Sinimart content solely for your personal, non-commercial use if you retain all copyright and proprietary notices that are contained in such part of the content. You expressly acknowledge that you do not acquire any ownership rights by downloading any copyrighted material from or through the Platform or Sinimart Services. You shall not copy, distribute or publish any content or any information obtained or derived therefrom except as permitted on or through Sinimart Services or as otherwise permitted by applicable law.

### 11.3 Client data

a. Company may use Client Data in an aggregated and anonymized format for research, educational and other similar purposes. Company may not otherwise use or display Client Data without Client's written consent. Company respects your right to ownership of your Client Data. Unless specifically permitted by you, your use of Sinimart Services does not grant Company the license to use, reproduce, adapt, modify, publish or distribute the Client Data created by you or stored in your Account for Company's commercial, marketing or any similar purpose. Client expressly grants Company the right to use and analyze aggregate system activity data associated with use of Sinimart Services by Client and its Users

for the purposes of optimizing, improving or enhancing the way Sinimart Services operate, and to create new features and functionality in connection with Sinimart Services in the sole discretion of Company.

b. Client is solely responsible for its own Client Data and the consequences of posting or publishing them on or through Sinimart Service. In connection with Client Data, Client affirms, represents, and warrants that: (i) Client either owns its Client Data or has the necessary licenses, rights, consents, and permissions to use and authorize the Company to store, display or otherwise use the Client Data in a manner consistent with the intended features of Sinimart Services and these Terms according to the Section 11.3(a), and (ii) Client Data, Company's or any Sinimart licensee's use of such Client Data pursuant to these Terms, and Company's or any Sinimart licensee's exercise of the rights set forth in Section 11.3(a), do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) violate any applicable law or regulation anywhere in the world; or (c) require obtaining a license from or paying any fees and/or royalties by Company to any third party for the performance of any Sinimart Services Client has chosen to be performed by Company or for the exercise of any rights granted in these Terms, unless Client and Company otherwise agree.

#### 11.4 Feedback

If Client or a User provides Company with any comments, bug reports, feedback, or modification suggestions for Sinimart Services ("Feedback"), Company shall have the right to use such feedback at its discretion, including, but not limited to the incorporation of such suggested changes into Sinimart Services. As applicable, Client or User hereby grants Company a perpetual, irrevocable, nonexclusive, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use Feedback for any purpose.

## **12. Third-Party Sites, Products, and Services**

Sinimart Services may include links to other websites or services ("Linked Sites") solely as a convenience to Clients. Company does not endorse any such Linked Sites or the information, material, products, or services contained on or accessible through Linked Sites. Furthermore, Company makes no express or implied warranties about the information, material, products, or services that are contained on or accessible through Linked Sites.

## **13. Cancellations of these Terms**

### 13.1 Ordinary Cancellation

These Terms may be cancelled upon notice to the other party as follows:

- by the Client any time by sending appropriate request to Company; or
- by Company upon decision to end provision of Sinimart Services and close the Platform; or
- immediately by either party, if proceedings are initiated for the other party's liquidation or insolvency.

### 13.2 Extraordinary Cancellation

These Terms may be terminated for default upon written notice to the other party as indicated in the "Notice" Section below:

- a. by either party in case of breach of these Terms by the other party, if the breach has not been cured within 30 days of receipt of a notice; or
- b. immediately by either party if the other party breaches its obligations, as applicable under Sections 11 [Intellectual Property Rights] of these Terms.

### 13.3 Effect of Cancellation

Upon termination of these Terms,

a. Company shall deactivate and permanently delete the Account, as soon as reasonably practicable after the effective date of termination of these Terms. If the Client has requested for an earlier deletion of the Account, Company shall fulfill such request within 1 month of its receipt of such request.

b. Client must:

1. stop using and prevent the further usage of Sinimart Services, including, without limitation, the Platform;
2. pay any amounts owed to Company under these Terms; and
3. discharge any liability incurred by the Client before under these Terms prior to their termination; and

c. The following provisions shall survive the termination of these Terms: Sections 1, 7.5, 9, 10, 11, 13.

## 13.4 Remedies

If Company cancels these Terms because of an uncured breach by a Client or User, Company is entitled to use the same or similar remedies against any other person related to the Client or User who use Sinimart Services in conflict with these Terms. Notwithstanding the foregoing, Company may also apply any other remedies available to it under the applicable law. Upon application of any remedies, the Client or User may lose Access or suffer a loss of certain features, functions, parts or elements of Sinimart Services.

If Company has reasonable grounds to believe that the Client's or User's use of Sinimart Services, including the Account may harm any third persons, Company has the right to take adequate measures to prevent, stop and eliminate the harm, where possible, in order to protect those third persons.

## 14. General Provisions

### 14.1 Governing Law and Jurisdiction

In the event of a dispute, controversy or claim arising out of or in relation to these Terms, including but not limited to the formation, validity, breach or termination thereof, the parties shall attempt to solve the matter amicably in mutual negotiations. In the event a mutually acceptable resolution cannot be reached within a reasonable time, either party will be entitled to seek all available legal remedies subject to the terms and conditions set forth below.

Subject to the terms and conditions set forth below, either party may seek injunctive relief with respect to any disputed matter to the extent possible under applicable law. Should an amicable settlement between parties not be possible, the dispute shall be finally solved in court under the laws of Republic of Estonia, without giving effect to any principles of conflicts of law, and at Harju County Court.

### 14.2 Assignment

Client may not, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without Company's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, the Client, or its permitted successive assignees or transferees, may assign or transfer these Terms or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with the Client, or its permitted successive assignees or transferees; or (2) in connection with a merger,

reorganization, transfer, sale of assets or product lines, or change of control or ownership of the Client, or its permitted successive assignees or transferees.

#### 14.3 No Waiver

Failure of either Party to exercise or enforce any provision of or any of its rights under these Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.

#### 14.4 Notices

Except as otherwise specified in these Terms, all notices related to these Terms will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email. Billing-related notices to you will be addressed to the relevant billing contact designated by you. All other notices to you will be addressed to the relevant Services system administrator designated by you.