

Terms of Service

Updated: April 10, 2020

These Terms of Service contain the terms that govern all use of the Service (as defined below) and all content, services and/or products available through the Portal (as defined below), collectively, the “Bot Traffic Management Services”.

The Bot Traffic Management Services are offered to you subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies, the guidelines and any future modifications thereof, and procedures that may be published from time to time on the Portal or made available to you on or through the Bot Traffic Management Services (collectively, the “Terms”). When accepted by you (as defined below), these Terms form a legally binding contract between you and Provider (as defined below). If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind that entity. If you register for a free trial of the Bot Traffic Management Services, the applicable provisions of these Terms will govern that free trial.

BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR OTHERWISE USING THE BOT TRAFFIC MANAGEMENT SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS, BROWSE OR OTHERWISE USE THE BOT TRAFFIC MANAGEMENT SERVICES.

Provider may, in its sole discretion, elect to suspend or terminate access to or use of the Bot Traffic Management Services to anyone who violates these Terms.

The original language of these Terms is English. Provider may make available translations for convenience. In case of conflicts between the original English version and any translation, the English version shall prevail.

1. DEFINITIONS

In these Terms of Use the following capitalized terms shall have the following meanings:

“Customer”	any private individual or legal entity other than Provider that uses the Service as an end user, and not for the purposes of distribution or resale.
“Customer Data”	all data, content, and information including personal information owned, held, used or created by Customer or on Customer’s behalf that is stored using, or inputted into, the Service.
“Provider”	Botguard OÜ, a private limited company established under the laws of the Republic of Estonia, located at Pärnu mnt 22, 3.korrus Tallinn 10141, Estonia, and registered in the Estonian Commercial Register under code 14847036, any of its subsidiaries or parent undertakings.
“Portal”	the Provider’s website or any other website operated by Provider as a portal relating to Service.
“Service”	the Portal based website cloud bot traffic management and protection service including software technology.
“Subscription”	term-based or perpetual right to use the Service obtained after Customer identification.
“Website”	the Customer’s website integrated with the Service in order to manage the bot traffic.

2. AUTHORITY TO ENTER INTO THESE TERMS

The use of the Service is subject to acceptance of these Terms. To accept these Terms for itself or on behalf of a Customer, a person must have the legal capacity to do so. In the case of an individual, the individual must be at least 18 years of age or have valid authorization from his/her legal representative or custodian. 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 Provider in order to log in to his/her/its Account; or for those Bot Traffic Management Services and parts of the Portal the use of which is not dependent on creating an Account, upon the moment of gaining access to such services.

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

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

3. MODIFICATIONS TO TERMS

Provider reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the Portal or the Service. Please check these Terms periodically for changes. Your continued use of the Service after such changes have been posted as provided above constitutes your binding acceptance of such changes. Such amended Terms will automatically be effective upon the earlier of (i) your continued use of the Service, or (ii) 30 days from posting of such modified Terms on or through the Portal. Notwithstanding the foregoing, the resolution of any dispute that arises between you and the Provider will be governed by the Terms in effect at the time such dispute arises.

4. RESPONSIBILITIES

4.1. Provision of Services

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

4.2. Protection of Customer Data

Provider will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by Provider personnel except (a) to provide the Service and prevent technical problems, (b) as compelled by law, or as a Customer expressly permitted in writing.

4.3. Locations

The Service may be performed using equipment or facilities located in the EU, United States of America, United Kingdom, Canada, Australia and Israel. By agreeing to these Terms, the Customer grants the Provider a general authorization in the meaning of Article 28 (2) of Regulation (EU) 2016/679 to engage processors for the purposes of providing the Services.

5. USING THE SERVICE

5.1. Use of Service

Subject to these Terms, and the payment of the applicable service fee, Provider grants Customer and its authorized users a non-exclusive and non-transferable right to use the Service as an end user, including the right to use the Service in order to collect, store and organize Customer Data, modify and delete Customer Data, customize the standard features of the Service, receive reasonable help and guidance from Provider regarding the use of the Service.

5.2. Establishing an Account

Certain features, functions, parts or elements of the Service can be used or accessed only by holders of an Account. The person who wishes to create an Account must: complete the sign-up form on the Portal or alternative process provided by Provider; and accept these Terms by clicking "Sign up" or other similar button.

Each Customer may have only one Account. If several persons need to use an Account on behalf of Customer, Customer must designate such persons as Users. Each such User shall be subject to the restrictions set forth in these Terms.

If Customer has designated Users and granted them Authorization, such Users will be deemed to be authorized to act on behalf of Customer when using the Account. Provider is not responsible for and shall have no liability for verifying the validity of Authorization of any User. However, Provider may, in its discretion, request additional information or proof of the person's credentials. If Provider is not certain if a User has been granted Authorization, Provider may, in its sole discretion, prevent such User from accessing the Service.

A User may be associated with multiple Customers and Accounts. Deleting a User from one Account will not remove the User from the Portal if he/she is connected to multiple Accounts.

The Customer and any User associated with an Account must provide Provider with true, accurate, current, and complete information about the Customer, Users or Account and keep it up to date.

5.3. Logging Into an Account

Provider shall provide Customer with a username and password ("Login Credentials") to be used to log in to its Account unless the Customer uses a single sign-on feature or another service to log in. If a Customer has designated several Users, each User can be provided with separate Login Credentials. Customer and each User are responsible for keeping confidential all login credentials associated with an Account. Customer must promptly notify Provider of any disclosure, loss or unauthorized use of any Login Credentials, of a User's departure from the Customer's organization, of a change in a User's role in the Customer's organization, of any termination of a User's right for any reason.

5.4. Termination of Account

Customer may terminate these Terms at any time. Provider shall permanently delete the Account within six months of the effective date of the termination.

5.5. Fees and Refund Policy

The use of an Account is subject to a fee. The Customer pays the fees as indicated on the Portal. All Fees are non-refundable, i.e. there are no refunds or credits for periods where the Customer did not use an activated Account, used it only partially, or deactivated the Account or terminated these Terms during an ongoing payment interval. All Fees are exclusive of all taxes, levies or duties other than VAT, applicable under any applicable law. Customer is solely responsible for the payment of such taxes, levies or duties.

5.6. Changing Plans

Any Customer has the right to upgrade or downgrade a current Plan if applicable at any time by selecting a new Plan among the collection of Plans determined by Provider. In such an event, the Customer will automatically be charged with a fee for the next payment interval with the rate stipulated in the new Plan. Downgrading of the current Plan may cause the loss of features or capacity of the Account, as well as the loss of Customer Data.

5.7. Free Trial

A new Customer may be entitled to a Free Trial, unless the Customer has applied for the Account as a result of an ongoing marketing campaign organized by the Provider in co-operation with its partners. The Customer is not required to provide any payment information during the period of Free Trial. If the period of Free Trial has expired, the Account will be automatically deactivated. In order to prevent deactivation or to reactivate the Account, the Customer is required to select a suitable Plan and pay the first Fee. If the Customer does not pay the first Fee within 2 weeks as of the expiry of the Free Trial, Provider has the right to permanently delete the Account, including all Customer Data therein. In addition to the current collection of Plans, Provider may offer special discounts and motivation schemes.

5.8. Technical Support

Provider shall provide reasonable technical support to Customer and its authorized User at the reasonable request of the Customer. Provider shall respond to enquiries of support from a Customer utilizing the contacts set forth below as soon as reasonably possible. Responding to enquiries of Customer and Users who have accepted these Terms but do not have an Account may be less expedient, or may not occur at all. The contacts for all enquiries of support are: phone support as indicated on the Portal if any, built-in support ticketing application on the Portal if any, or e-mail indicated on the Portal.

5.9. Modifications to Service

Provider reserves the right to modify the Service or any part or element thereof from time to time without prior notice, including, without limitation: rebranding the Service at its sole discretion; ceasing providing or discontinuing the development any particular part of the Service or part or element of the Portal temporarily or permanently; taking such action as is necessary to preserve Provider's rights upon any use of the Service that may be reasonably interpreted as violation of Provider's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

As applicable, Customer may be notified of such modifications when logging in to the Account. Modifications, including change in applicable rates for the Service, will become effective thirty (30) days before the effective date of such modification.

If the Customer does not accept the modification, the Customer shall notify Provider before the effective date of the modification, and these Terms will terminate on the effective date of the modification. The Customer's continued use of the Service, or any part or element thereof, after the effective date of a modification shall indicate its consent to the modifications. Provider shall not be liable to the Customer or to any third person for any modification, suspension or discontinuance of the Services, or any part or element thereof.

6. CUSTOMER DATA

6.1. Uploading Customer Data

If the Customer uploads Customer Data to the Portal or through the Service, such Customer Data and any processing of such Customer Data must be in compliance with these Terms and applicable law. All rights, title and interest in and to the Customer Data belong to the Customer or third persons whether posted and/or uploaded by you or made available on or through the Service by Provider. By uploading Customer Data to the Portal or through the Service, Customer authorizes Provider to process the Customer Data. The Customer is responsible for ensuring that: the Customer and any of the Users associated with the Account do not create, transmit, display or make otherwise available any Customer Data that violates the terms of these Terms, the rights of Provider, other Customers or Users, persons or organizations or is harmful (for example viruses, worms, malware and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or otherwise unlawful; and the Customer and all of the Users associated with the Account have the necessary rights to use the Customer Data, including to insert it into the Service and process it by means of the Account.

6.2. No Guarantee of Accuracy

Provider does not guarantee any accuracy with respect to any information contained in any Customer Data, and strongly recommends that you think carefully about what you transmit, submit or post to or through the Service. You understand that all information contained in Customer Data is the sole responsibility of the person from whom such Customer Data originated. This means that Customer, and not Provider, is entirely responsible for all Customer Data that is uploaded, posted, transmitted, or otherwise made available through the Service, as well as for any actions taken by the Provider's or other Customers or Users as a result of such Customer Data.

6.3. Unlawful Customer Data

Provider is not obliged to pre-screen, monitor or filter any Customer Data or acts of its processing by the Customer in order to discover any unlawful nature therein. However, if such unlawful Customer Data or the action of its unlawful processing is discovered or brought to the attention of Provider or if there is reason to believe that certain Customer Data is unlawful, Provider has the right to notify the Customer of such unlawful Customer Data; deny its publication on the Portal or its insertion to the Service; demand that the Customer bring the unlawful Customer Data into compliance with these Terms and applicable law; temporarily or permanently remove the unlawful Customer Data from the Portal or Account, restrict access to it or delete it.

If Provider is presented convincing evidence that the Customer Data is not unlawful, Provider may, at its sole discretion, restore such Customer Data, which was removed from the Portal or Account or access to which was restricted.

In addition, in the event Provider believes in its sole discretion Customer Data violates applicable laws, rules or regulations or these Terms, Provider may (but has no obligation), to remove such Customer Data at any time with or without notice.

Provider as the data processor will assist the Customer as the data controller in meeting the Customer's obligations under Regulation (EU) 2016/679, providing subject access, and allowing data subjects to exercise their rights under Regulation (EU) 2016/679.

6.4. Compelled Disclosure

Provider may disclose a Customer's confidential information to the extent compelled by law to do so. In such instance, Provider will use commercially reasonable efforts to provide the Customer with prior notice of the compelled disclosure (to the extent legally permitted) and Customer shall provide reasonable assistance, at its cost, if Customer wishes to contest the disclosure. If Provider is compelled by law to disclose Customer's confidential information as part of a civil proceeding to which Provider is a party, and Customer is not contesting the disclosure, Customer will reimburse Provider for its reasonable cost of compiling and providing secure access to that confidential information.

6.5. Data Processing Contract

For the purposes of Article 28 of Regulation (EU) 2016/679, these Terms constitute the data processing contract between the Customer as the data controller and the Provider as the data processor. The Customer hereby instructs the Provider to process the data as described in these Terms.

Provider provides the Service where the Customer, as the data controller, can collect, store and organize the personal data of data subjects determined by the Customer. The Service has been designed to work as a website protection tool but, to the extent not regulated by these Terms, the Customer decides how they use the Service.

Provider will process data on behalf of the Customer until the termination of the Service in accordance with these Terms. Upon termination, Provider will store the Customer data for a period of six months, should the Customer wish to reopen the Account to resume the use of the Service or to export Customer Data, unless instructed otherwise by the Customer. Provider deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless the applicable law requires storage of the personal data.

Provider ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The Provider takes all measures required pursuant to Article 32 of Regulation (EU) 2016/679. Provider undertakes to make available to the controller all information necessary to demonstrate compliance with their obligations and to allow for and contribute to audits, including inspections, conducted or mandated by the Customer as the data controller.

7. RESTRICTIONS

7.1. Prohibited Activities

Customer and its authorized Users may use the Service 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 Customer nor any User may use the Service or any part or element thereof to commit a crime, breach any applicable 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 the Service 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 Provider is not permitted by that applicable law to exclude or limit the foregoing rights; use the Service or any part or element thereof unless it has agreed to these Terms.

7.2. Certain Uses Require Provider Consent

The Customer or any User may not, without Provider's prior express written consent sell, resell, lease, license, sublicense, distribute, provide, disclose, divulge, exploit or otherwise grant Access or make the Service available in whole or in part to any third persons, unless such third person is another authorized User of the same Customer; use the Service or any part or element thereof in a scope, with means or for purposes other than those for which their functionality was created; use the Service or any part or element thereof by means of programs that send them automatic enquiries or requests, unless such program has been made available by Provider.

8. PRIVACY

8.1. Collection and Processing of Data

Provider processes your data to the minimum extent necessary for the purposes set out in these Terms. Generally Provider processes your data i) for the performance of a contract entered into (or prior to entering into a contract) between you and Provider, ii) based on your consent or iii) to fulfil a legal obligation, but may process your data also for other reasons outlined in the applicable law to ensure lawfulness of data processing. Where the Provider processes your data based on your consent, you may withdraw the consent at any time for any reason, or no reason at all, but this will not affect the lawfulness of processing your data by the Provider before the withdrawal. Provider may also process your data under Provider's legitimate interests.

User-provided information. When you use the Service, as a registered user or as a visitor (i.e. an individual other than a User, who uses the public area, but has no access to the restricted areas of the Portal or the Service), you may voluntarily provide, and Provider may collect your personal data. Examples of Personal Data include name, email address, mailing address, mobile phone number, and credit card or other billing information. Personal Data also includes other information, such as geographic area or preferences, when any such information is linked to information that identifies a specific individual. You may provide the Provider with personal data in various ways using the Service, e.g. when you register for an account, use the Service, post Customer Data, or send us customer Service-related requests.

Information collected by Customers. A Customer may store or upload into the Service user data. Provider has no direct relationship with the individuals whose personal data it hosts as part of user data. Each Customer is responsible for providing notice to third persons concerning the purpose for which User collects their personal data and how this personal data is processed in or through the Service as part of the Customer Data.

Automatically collected information. When a user or visitor uses the Service, Provider may automatically record certain information from the user's or visitor's device by using various types of technology, including cookies, "clear gifs" or "web beacons." This "automatically collected" information may include IP address or other device address or ID, web browser and/or device type, the web pages or sites visited just before or just after using the Service, the pages or other content the user or visitor views or interacts with on the Service, and the dates and times of the visit, access, or use of the Service. Provider also may use these technologies to collect information regarding a visitor or user's interaction with email messages, such as whether the visitor or user opens, clicks on, or forwards a message. In such cases this information is gathered from all users and visitors.

Integrated services. You may be given the option to access or register for the Service through the use of your user name and passwords for certain services provided by third parties, such as through the use of your Google account, or otherwise have the option to authorize an integrated service to provide personal data or other information to Provider. By authorizing Provider to connect with an integrated service, you authorize Provider to access and store your name, email address(es), date of birth, gender, current city, profile picture URL, and other information that the integrated service makes available to Provider, and to use and disclose it in accordance with these Terms. You should check your privacy settings on each integrated service to understand what information that integrated service makes available to Provider, and make changes as appropriate. Please review each integrated service's terms of use and privacy policies carefully before using their services and connecting to the Service.

Information from other sources. Provider may obtain information, including personal data, from third parties and sources other than the Service, e.g. from partners, advertisers, credit rating agencies. If the Provider combines or associates information from other sources with personal data that Provider collects through the Service, Provider will treat the combined information as personal data in accordance with these Terms.

The Service features are constantly evolving and new features are added regularly. So it is not possible to provide a complete list of data that Provider processes about you. The data that Provider processes depends on the Service you use and may differ between Users and Customers.

8.2. Use of the collected data

Operations. Provider uses the information other than Customer Data to operate, maintain, enhance and provide all features of the Service, to provide the services and information that you request, to respond to comments and questions and to provide support to users of the Service. Provider processes Customer Data solely in accordance with the directions provided by the applicable Customer.

Improvements. Provider uses the information to understand and analyze the usage trends and preferences of the Portal visitors and the Service users, to improve the Service, and to develop new products, services, features, and functionality. Should this purpose require Provider to process client data, then the data will only be used in anonymized or aggregated form.

Communications. Provider may use a visitor's or user's email address or other information to contact that visitor or user for administrative purposes such as customer service, to address intellectual property infringement, right of privacy violations or defamation issues related to the Customer Data or personal data posted on the Service or with updates on promotions and events, relating to products and services offered by us and by third parties Provider works with. You have the ability to opt-out of receiving any promotional communications.

Cookies and other tracking technologies. Provider may use automatically collected information and other information collected on the Service through cookies and similar technologies to personalize the Service, such as remembering a user's or visitor's information so that the user or visitor will not have to re-enter it during a visit or on subsequent visits; provide customized advertisements, content, and information; monitor and analyze the effectiveness of Service and third-party marketing activities; monitor aggregate Portal usage metrics such as total number of visitors and pages viewed; and track your entries, submissions, and status in any promotions or other activities on the Service.

Analytics. Provider use may third party services, e.g. Google Analytics, to measure and evaluate access to and traffic on the public area of the Portal, and create user navigation reports for the Portal administrators. The providers of such services operate independently from Provider and have its own privacy policy, which Provider strongly suggests you review. Provider takes measures to protect the technical information collected by use of such services. The data collected will only be used on a need to know basis to resolve technical issues, administer the Portal and Service and identify visitor preferences; but in this case, the data will be in non-identifiable form. Provider does not use any of this information to identify visitors or users.

Provider may process your data by automated means, but you will not be subjected to a decision based solely on automated processing.

Provider may use your data to offer or advertise to you Service offered by Provider, or contractors of Provider, if you have granted such consent. You may opt out at any time.

Provider does not collect, share or process your sensitive personal data (e.g. religious or political views, health related data etc.) in any manner. Provider does not knowingly provide Service to, or process personal data of, children under the age of 16. If you believe that Provider has unintentionally processed sensitive personal data or data of a child under the age of 16, please contact us.

8.3. Distribution of data

Provider may share your data when: (1) permitted or required by law or to fulfil a contract with you; or (2) trying to protect against, prevent, investigate actual or potential fraud, security issues, technical issues, unauthorized transactions or other violations; or (3) trying to enforce the applicable terms of service or other contracts; or (4) protecting against violations to the rights, property or safety of Provider, its employees, Customers or the public as required or permitted by applicable laws; (5) related to a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of Provider's assets or stock, financing, public offering of securities, acquisition of all or a portion of Provider's business, a similar transaction or proceeding, or steps in contemplation of such activities (e.g. due diligence), subject to standard confidentiality arrangements; or (6) you have given your consent to do so; or (7) necessary to provide you the Service as stipulated below.

Provider may disclose your data to contractors of Provider to process it for Provider, for the purposes of managing transactions, providing content, assessing your creditworthiness, collecting fees and debts, identifying you, but also for improving your user experience, performing business support functions, providing customer support, marketing, communication, courier and postal services or other related tasks, based on Provider's instructions and in compliance with these Terms and any other applicable confidentiality and security requirements.

Provider may disclose your data to auditors, legal and financial consultants under a confidentiality obligation. Some recipients of your data may be based outside of the European Union, therefore Provider cannot guarantee that they follow the same regulations with regard to personal data as required by European Union legislation or provide the same level of protection of personal data as required under European Union legislation, however, Provider shall apply relevant contractual protections to protect your data in such cases.

Provider may share non-personally identifiable data (e.g. general payment trends, statistics) publicly or with third parties.

8.4. Cookies

Provider stores cookies on your computer in order to collect certain aggregate data about Provider's users and to customize certain aspects of your Service experience. Provider may use cookies to perform tasks such as: monitoring aggregate site usage metrics, storing and remembering your passwords (if you allow Provider to do so), storing account and advertising preferences that you have set, and personalizing the services that Provider makes available to you. Cookies enable Provider to customize and personalize your experience on the Portal, including the products and promotions that are offered to you. Provider may use cookies to identify you and access your information stored on our computers in order to deliver you a better and more personalized experience. Upon request, Provider may save your "user name" so that you do not have to re-enter it every time you visit the Portal. In providing you with this service, Provider uses cookies. Provider may use cookies to estimate Provider's customer base and customer usage patterns. Each browser accessing the Portal may use a unique cookie that is then used to determine the extent of repeat visits and the customer activity during those visits. Provider may use the historical information to help target promotions based on your interests and behavior, both specifically to you individually and on an aggregate basis with respect to all Portal visitors. To find out which specific cookies the Portal uses at any given time, please perform a cookie check on the Portal.

Third Party Cookies. Business partners that offer co-branded services and jointly-sponsored sweepstakes, contests and promotions on the Portal, may use their own cookies. Provider has no control over those cookies, nor does these Terms cover how your personal information contained in those cookies may be used or protected. If you have any questions about the cookies of such third parties, or about the use of your personal information by such third parties, you should contact the site administrator or web-master of the third party site.

You have a choice about cookies. In the event you do not wish to receive cookies, you may configure your web browser, device or app to not accept cookies, to delete existing cookies or to notify you if a cookie is sent to your device. You are free to decline cookies, but you may not be able to use all the features and the functionality of the Portal if you do.

8.5. Commitment to data security

Your data is maintained and kept secure by applying physical, electronic and procedural measures conforming to industry standards and applicable law. Provider has implemented privacy by design and privacy by default principles in the Service. Only authorized employees, agents and contractors (who have agreed to keep data secure and confidential) of Provider have access to your data on a need to know basis.

Provider will not retain your data for longer than necessary for the purpose of processing. The applicable retention period will depend on your contracts, Provider's legitimate interests for data processing and applicable laws.

If you believe that Provider processes your data in violation of applicable law, you have the right to lodge a complaint with the Estonian Data Protection Inspectorate or a competent court.

9. INTELLECTUAL PROPERTY

9.1. Intellectual Property Rights

The Service, any related materials and guidelines, Provider's trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by Provider and its third party partners. Provider's materials are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Provider, its affiliates and licensors retain all rights, title and interest in the Service and materials, trade names and trademarks, and any parts or elements. Your use of the Service and 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 such materials is strictly prohibited unless you have received the express prior written permission from the Provider or the otherwise applicable rights holder. Provider reserves all rights to the Service, related materials and Provider's trade names and trademarks not expressly granted in the Terms.

9.2. Content Owned by Provider

Subject to these Terms and the payment of the applicable service fee, Provider grants Customer and its authorized users a non-exclusive, non-transferable right to download a single copy of any part of the content solely for your personal 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 Portal or the Service. You shall not copy, distribute or publish any content or any information obtained or derived therefrom except as permitted on or through the Service or as otherwise permitted by applicable law.

9.3. Customer Data

Provider may use Customer Data in an aggregated or anonymized format for research, educational and other similar purposes. Provider may not otherwise use or display Customer Data without Customer's written consent. Provider respects your right to exclusive ownership of your Customer Data. Unless specifically permitted by you, your use of the Service does not grant Provider the license to use, reproduce, adapt, modify, publish or distribute the Customer Data created by you or stored in your Account for Provider's commercial, marketing or any similar purpose. Customer expressly grants Provider the right to use and analyze aggregate system activity data associated with use of the Service by Customer and its Users for the purposes of optimizing, improving or enhancing the way the Provider operate the Service, and to create new features and functionality in connection with the Service in the sole discretion of Provider.

Customer is solely responsible for its own Customer Data and the consequences of posting or publishing them on or through the Service. In connection with Customer Data, Customer affirms, represents, and warrants that Customer either owns its Customer Data or has the necessary licenses, rights, consents, and permissions to use and authorize the Provider to display or otherwise use the Customer Data under all patent, trademark, copyright, trade secrets, or other proprietary rights in and to your Customer Data in a manner consistent with the intended features of the Service and these Terms, and to grant the rights and license set forth in these Terms; Customer 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 Provider to any third party for the performance of the Service Customer has chosen to be performed by Provider or for the exercise of any rights granted in these Terms, unless Customer and Provider otherwise agree.

9.4. Feedback

If a Customer or a User provides Provider with any comments, bug reports, feedback, or modifications for the Service ("Feedback"), Provider shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Service. Customer or User (as applicable) hereby grants Provider 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 your Feedback for any purpose. Provider shall have the right to modify or remove any Feedback provided in the public areas of the Portal if the Provider deems, at its discretion, harmful, offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or otherwise unlawful.

10. THIRD-PARTY SITES, PRODUCTS AND SERVICES

The Service may include links to other websites or services ("Linked Sites") solely as a convenience to Customers. Unless otherwise specifically and explicitly indicated, Provider does not endorse any such Linked Sites or the information, material, products, or services contained on or accessible through Linked Sites. Furthermore, Provider makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites.

ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

Any content referred to as community provided is provided by third parties and not developed or maintained by Provider. By using any community marked code or libraries in your software development, you acknowledge and agree that Provider is not in any way responsible for the performance or damages caused by such community provided code or library.

11. DISCLAIMERS, NO WARRANTY

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12. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Provider and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of your use or misuse of the Service, any related materials, representations made to the Provider, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Provider, and you agree to cooperate with such defense of these claims.

13. LIMITATION OF LIABILITY

13.1. No Liability

Provider shall not be liable to the Customer or User for any consequences resulting from: any modifications in these Terms, calculation and rates of Fees, the Service, related material, or any part or element thereof (including but not limited to Account), including any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the Service or related material; deletion of, corruption of, or failure to store any Customer Data; use of Customer Data by the Customer or any of the Users associated with the Account; upgrading or downgrading the current Plan; any disclosure, loss or unauthorized use of the login credentials of Customer or any authorized User due to Customer's failure to keep them confidential; the Customer's use of the Account or the Service by means of browsers other than those accepted or supported by the Provider; the application of any remedies against the Customer or authorized Users by the Provider, for example if the Customer or User has committed a crime or conducted a breach of applicable law by using the Service or any part or element thereof; the differences between technologies and platforms used for access, for example if certain features, functions, parts or elements of the Service are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet; the Provider's application of the remedies described in these Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

In addition, Provider and its affiliates shall not be liable to the Customer for any claim by any User, person, Organization or third persons against the Customer arising out of the Customer's failure to provide Provider with accurate information about the Customer, Users or Account; notify Provider of any reasons due to which a User does not have the right to use the Account on behalf of the Customer; provide any Products which it has agreed to provide to such a person or Organization (whether such failure arises as a result of Provider's negligence, breach of these Terms or otherwise); ensure the lawfulness of the Customer Data; obtain the necessary rights to use the Customer Data; or abide by any of the restrictions described in these Terms.

13.2. Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PROVIDER AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE SERVICE GIVING RISE TO THE LIABILITY IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS.

13.3. Exclusion of Consequential and Related Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

14. TERMINATION OF THESE TERMS

14.1. For Convenience

These Terms may be terminated for convenience upon written notice to the other party as indicated in the "Notice" Section below: by the Customer any time by clicking the no-questions-asked cancellation link on the Portal, when logged in to the Account if applicable, or by means agreed upon between the Customer and the Provider; by Provider upon decision to end provision of the Service and/or close the Portal; or immediately by either party, if proceedings are initiated for the other party's liquidation or insolvency or a negotiated settlement with the other party's creditors is concluded or an assignment is made on behalf of the other party for the benefit of creditors.

14.2. For Default

These Terms may be terminated for default upon written notice to the other party as indicated in the "Notice" Section below 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 from the non-breaching party; or immediately by either party if the other party breaches its obligations, as applicable under Intellectual Property section and Indemnification section of these Terms.

14.3. Effect of Termination

Upon termination of these Terms, Provider shall deactivate and permanently delete the Account, within six months of the effective date of termination of these Terms. If the Customer has specifically requested for an earlier deletion of the Account, Provider shall fulfill such request within 1 month of its receipt of such request. Customer must stop using and prevent the further usage of the Service; pay any amounts owed to Provider under these Terms; and discharge any liability incurred by the Customer before under these Terms prior to their termination.

15. GENERAL PROVISIONS

15.1. Relationship of the Parties

The parties will act solely as independent contractors. These Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between the Customer and the Provider, and the Customer shall not represent to the contrary, whether expressly, by implication, appearance or otherwise. These Terms are not for the benefit of any third parties.

15.2. Severability

If any term, condition or provision of these Terms is held to be invalid, unenforceable or illegal in whole or in part for any reason, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties. The validity and enforceability of the remaining terms, conditions or provisions, or portions of them, shall not be affected.

15.3. Entire Agreement

These Terms are the entire agreement between Customer and Provider regarding Customer's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

15.4. Assignment

Customer 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 the Provider's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, the Customer, 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 Customer, 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 Customer, or its permitted successive assignees or transferees.

15.5. 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.

15.6. 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), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, 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 Service system administrator designated by you.