# **GENERAL TERMS OF USE OF THE WEBSITE**

# (TERMS AND CONDITIONS)

# I. RECITALS

- 1. This document, hereinafter referred to as: "Terms and Conditions", specifies the terms of access and terms of use of the Website.
- 2. When intending to use the Website, Users are obliged to read, follow and accept the Terms and Conditions, without limitations or reservations.
- 3. In the event that Users do not consent to any provision of the Terms and Conditions, they should cease using the Website and leave it immediately.
- 4. All trade names, company names and their logos used on the Website belong to their owners and are used for identification purposes only. They may be subject to proprietary trademarks.
- 5. It is prohibited to use the contents of the Website, works or information, as well as to reproduce them without authorisation, to retransmit them or use any part of the Website in another way, as such activity may infringe on, among others, copyrights or protected trademarks.
- 6. You may submit any questions or comments regarding the Website to the following email address: office@blitefund.com

# **II. DEFINITIONS**

- 1. WEBSITE a tool available at: www.blitefund.com, used for the provision of electronic services.
- 2. USER a natural person, a legal person or an organisational unit without legal personality which is given legal capacity under the act and which uses the electronic services available as a part of the Website;
- 3. TERMS a collection of all provisions specified in, among others, these Terms and Conditions, provisions of the Privacy Policy, Cookies and all other terms found on the Website that concern certain functions, properties or special offers, as well as customer service;
- 4. OWNER the entity which makes this Website available, namely: OÜ Blite Fund with its registered seat in Tallinn, Rävala pst 2, 10145 Tallinn, entered into the Estonian register of entrepreneurs of the Ministry of Justice of the Republic of Estonia under the number: 14309362, share capital of EUR 2,500.00 paid in full, email address: office@blitefund.com, phone:+372 58533825

# **III. RANGE OF TERMS**

- 1. The Owner provides access to contents of the Website pursuant to the provisions of these Terms and Conditions.
- 2. The contents and the data published on the Website are intended for interested parties and may be used for information purposes only.
- 3. Users may use the access and the services offered on the Website provided they have expressed a prior consent to the Terms and Conditions.

# **IV. WEBSITE TERMS OF USE**

- 1. The Website is supported by all types of Internet browsers. No particular features of the final User's device are required.
- 2. After accepting the Terms and Conditions, the User has the right to browse, copy, print and distribute the contents of this Website, without altering its contents, under the condition that:
  - the content will be used for informational, non-commercial purposes only;

- each prepared copy will contain information on the copyrights or data regarding the author of the content.
- 3. It is prohibited to use and copy the software, processes and technologies making up the Website.
- 4. The User may use the Website only in compliance with the provisions of law.
- 5. It is prohibited to use the Website:
  - in a manner that leads to violation of applicable provisions of law;
  - in a manner that is in any way non-compliant with the law or dishonest, or in a way that aims at achieving a goal that is unlawful or dishonest;
  - in order to send, consciously receive, upload or use content that is non-compliant with the Terms and Conditions;
  - in order to send or provoke the sending of any unsolicited or unauthorised advertisements or promotional materials, as well as any similar forms, included in the collective SPAM category;
  - to consciously transfer any data, send or upload any materials containing viruses, trojan horses, spyware, adware or another malicious programs or similar computer codes designed to adversely impact or endanger the functioning of any software or hardware or adversely influence or endanger the User.

# **V. COOKIES**

- The Website uses cookie files (cookies) or a similar technology (hereinafter jointly referred to as "Cookies") to collect information about User's access to the Website (e.g. via computer or smartphone) and about their preferences. They are used, among others, for advertising and statistical purposes and in order to adjust the Website to the User's individual needs.
- 2. Cookies are pieces of information that contain a unique reference code sent by the Website to the User's device for storing purposes, and sometimes to track information concerning the used device. They usually do not allow for identification of the User. Their main task is to adjust the Website to the User in a better way.
- 3. Some of the Cookies that are used on the Website are only available during the given Internet session and they expire after the browser is closed. Other Cookies are used to remember the User, who will be identified on the Website after returning to it. Such Cookies are preserved for longer.
- 4. All Cookies used on the Website are determined by the Owner.
- 5. All Cookies used by this Website are compliant with the applicable European Union law.
- 6. The majority of Users and some mobile browsers accept Cookies automatically. If these settings remain unchanged, Cookies will be saved in the memory of the device.
- 7. The User may change the preferences regarding the acceptance of Cookies or change the browser in order to receive a notification each time the Cookies function is enabled. In order to change these preferences, the browser settings need to be adjusted accordingly.
- 8. It is worth noting that blocking or deleting Cookies may prevent the User from using the Website to its full extent.
- 9. Cookies will be used for necessary session management, including:
  - creating a special log-in session for the Website User, to allow the Website to remember that the User is logged in and for their requests to be delivered in an efficient, safe and consistent manner;
  - recognising the User that has already visited the Website, which allows for identifying the number of unique users that used the service and allows ensuring that the server capacity for new users is sufficient;
  - Recognising whether the person visiting the Website has registered on the Website.

#### **VI. EXTERNAL LINKS**

- 1. Links to other websites located on this Website are provided for informational purposes only
- 2. The Owner of the Website is not liable for content uploaded on other websites, nor for any damage resulting from using them.

#### **VII. OBSERVING INTELLECTUAL PROPERTY RIGHTS**

- 1. The Website and its contents may be protected by copyrights, trademark protection and other provisions of law related to the protection of intellectual property.
- 2. Signs, logos and other personalised emblems of the Owner that appear on the Website (jointly referred to as "Signs") constitute the Owner's trademarks.
- 3. ave for when separate, individual, written authorisations have been granted, the User may not use the Signs belonging to the Owner; neither separately, nor in combination with other verbal or graphic elements, in particular in press releases, advertisement, promotional and marketing materials, in the media, in written or oral materials, in electronic, visual or any other form.

#### **VIII. PROTECTION OF THE USER'S DATA**

The Owner fully respects the Users' privacy. Detailed information on the manner of collecting and processing of the User's personal data or other information, as well as situations in which the Owner may disclose them, are provided in the Privacy Policy tab.

## **IX. LIMITED LIABILITY**

- 1. The Website contains information of general nature. It does not aim at providing any type of services of professional consultancy. Prior to undertaking activities impacting the User's financial situation or economic activity, a professional should be consulted.
- 2. The Website does not provide any statutory warranty, explicit nor implicit, including the warranty of merchantability or fitness for a particular purpose, not violating of copyrights, adjustment, safety and reliability of information.
- 3. User use the Website at their own risk and accept full liability for damage related or resulting from using it, both directs and indirect, incidental, consequential, moral or other damages due to the statutory and tort liability, including, among others, liability for the loss of data or services.
- 4. The Website is not liable for links placed on the Website, in particular when they lead to websites, sources or tools maintained by third parties.
- 5. The Owner is not liable if the Website is unavailable for any reasons, either temporarily or permanently.
- 6. The Owner is not liable for information provided on the Website, nor can it ensure complete safety of transactions or communication taking place through the Website.
- 7. Despite the Owner's due diligence in terms of ensuring the Website is accurate and up to date, the Owner might make unintended mistakes that Users are asked to report to the Owner, should they detect any.
- 8. All of the above-indicated exclusions and limitation of liability are applicable in the widest scope permitted by law, covering every type of existing liability, among others, the contractual and tort liability and any other liability foreseen in the Polish or foreign legal system.

# X. RELATIONSHIP TO CONCLUDED AGREEMENTS

Unless decided otherwise, these Terms and Conditions constitute a complete and comprehensive agreement between the User and the Owner concerning the use of the Website in the scope of contents included therein and replace all other agreements, arrangements and contracts regarding the subject (content) of these General Terms.

#### **XI. CHANGE OF THE WEBSITE TERMS**

- 1. The Owner of the Website reserves the right to modify these Terms and Conditions at any by uploading its updated version to the Website, which are in force from the moment of their publication, unless the modified Terms and Conditions provide otherwise.
- 2. The User is obliged to read the modifications introduced to the Terms and Conditions; the Owner will inform

Users by sending a message or communication regarding the changes to the Terms and Conditions that need to be accepted.

3. Further use of the Website is tantamount to acceptance of the modified Terms and Conditions of the Website.

## **XII. DISPUTE RESOLUTION**

- 1. The Parties decide to attempt to resolve any other disputes amicably before the competent arbitration court (arbitration clause).
- 2. If resolving the dispute amicably proves impossible, the dispute arising from this agreement shall be resolved before the court competent for the Website Owner's registered seat.

## **XIV. LEGAL BASIS**

1. The provisions of relevant acts regarding telecommunication law and providing services electronically of the country in which the Website Owner has its registered seat apply accordingly to all matters not regulated by these Terms and Conditions.