

# DAN.IT Website

## Terms of Use

"Tech education" LLC, doing business as DAN.IT ("DAN.IT"), its affiliates and its existing subsidiaries (if any) ("DAN.IT", "we", "our", or "Company") welcomes you ("User(s)", or "you") to our website at <https://dan-it.com> ("Site"). Our Site offers basic information on our company and technology and contact details if you wish to contact us. Each of the Site's Users may use the Site in accordance with the terms and conditions hereunder. Please note, any services may be available and/or provided via our Site are subject to other and/or additional terms and conditions, and these Terms (as defined below) are solely related to you use of the Site, and the Site alone.

### 1. ACCEPTANCE OF THE TERMS

By entering to, connecting to, accessing, or using the Site, you acknowledge that you have read and understood the following Terms of Use, including the terms of our Privacy Policy and any applicable notice thereof (collectively "Terms") and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and you acknowledge that these Terms constitute a binding and enforceable legal contract between DAN.IT and you.

**IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT, ACCESS, OR USE THE SITE IN ANY MANNER.**

### 2. THE SERVICES

The Site includes informative pages on our product and our Company. In addition, there are forms the Users may fill in, which include the "Contact Us" part – enabling Users to contact us in order to receive additional information about DAN.IT. To learn more about the information you provide us when filling in one or more of the forms, please visit our Privacy Policy. The information is provided voluntarily by the Users and is used solely for marketing purposes.

### 3. USE RESTRICTIONS

Certain conducts are strictly prohibited on the Site. Please read the following restrictions carefully. Your failure to comply with the provisions set forth may, at DAN.IT's sole discretion, result herein in the termination of your access to the Site and may also expose you to civil and/or criminal liability.

**You may not, whether by yourself or anyone on your behalf:** (i) copy, scrape, modify, create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile or disassemble any portion of the content on the Site and any other information, documents, material and data available on the Site (collectively, "Content") in any way, or publicly display, perform, or distribute the Content, without DAN.IT's prior written consent; (ii) make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without DAN.IT's prior written consent; (iii) create a browser or border environment around the Site and/or Content, link, including in-line linking, to elements on the Site, such as images, posters and videos, and/or frame or mirror any part of the Site, unless as expressly permitted hereunder; (iv) transmit, distribute, display or otherwise make available through or in connection with the Site any content, which may infringe third party rights,

including Intellectual Property rights and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with the Site, and/or use the Site to distribute and/or otherwise transmit any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Site, or the servers or networks that host the Site or make the Site available, or disobey any requirements, procedures,

policies, or regulations of such servers or networks; (vii) use the Content and/or the Site for any illegal, immoral or unauthorized purpose.

#### **4. PRIVACY POLICY**

We respect the privacy of our Users and are committed to protecting the information you share with us in connection with the Site. Our policy and practices and the type of information collected are described in our Privacy Policy. If you intend to connect to, access, or use the Site you must first read and agree to the Privacy Policy.

#### **5. LICENSE**

The Company is granting you with a limited, personal, not exclusive, non-assignable, not-tradeable, non-sub-licensable, fully and immediately revocable at Company's discretion, license, to use the Site and any Content made available for you in the Site ("**Materials**"), all subject to the terms and conditions in this agreement. These Terms do not entitle you with any right in the Site or in the Content or Materials, rather than a limited right to use it in accordance herewith. The Materials are made available to you subject to the terms of Sections 3 above, for your own personal limited use and without derogating from the restrictions set forth under these Terms and in addition, thereto you may not: (a) distribute the Materials or any part thereof, directly or indirectly; (b) make or allow any third party to make any commercial use of the Materials; and (c) modify, add, subtract, aggregate or otherwise make any derivative work of the Materials or allow a third party to do so. You hereby agree that upon Company's request you will immediately return all Materials, purge your systems from any Materials and ensure that no copies, extracts, or other reproductions are retained by you.

#### **6. FEEDBACK**

In the event that you provide DAN.IT with any suggestions, comments, or other **feedback** relating to Site and/or DAN.IT products and/or services (collectively, "Feedback"), such Feedback is deemed as the sole and exclusive property of DAN.IT and you hereby irrevocably assign to DAN.IT all of its rights, title and interest in and to all Feedback, if any, and waives any moral rights to it (or anyone on its behalf) may have in such Feedback. Without derogating from the foregoing, you hereby represent and warrant that you shall not provide any Feedback which is subject to any third-party rights or any limitations, and, without derogating from the foregoing, shall promptly inform DAN.IT as soon as it becomes aware of any third party right or limitation which may apply to Feedback already provided.

#### **7. INTELLECTUAL PROPERTY RIGHTS**

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specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered and/or capable of being registered, and any and all Feedback.

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## **8. THIRD PARTY COMPONENTS**

The Site may use or include third party software, files, and components that are subject to open source and third party license terms ("**Third Party Components**"). Your right to use such Third Party Components as part of, or in connection with, the Site is subject to any applicable acknowledgments and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Site and DAN.IT disclaims all liability related thereto. You acknowledge that DAN.IT is not the author, owner, or licensor of any Third Party Components, and that DAN.IT makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance, or suitability of Third Party Components. Under no circumstances shall the Site or any portion thereof (except for the Third Party Components contained therein) be deemed to be "open source" or "publicly available" software.

## **9. AVAILABILITY**

The Site's availability and functionality depend on various factors, such as communication networks, software, hardware, and DAN.IT's Site providers and contractors. DAN.IT does not warrant or guarantee that the Site will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access error-free.

## **10. CHANGES TO THE SITE**

DAN.IT reserves the right, at its sole discretion, to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Site (or any part thereof) without notice,

at any time. In addition, you hereby acknowledge that the Content available through the Site may be changed, modified, edited, or extended in terms of content and form or removed at any time without any notice to you. You agree that DAN.IT shall not be liable to you or to any third party for any modification, suspension, error, malfunction, or discontinuance of the Site (or any part thereof).

## **12. HOW DO YOU PROTECT THE PRIVACY OF CHILDREN?**

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## **12. LIMITATION OF LIABILITY**

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ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES. SUCH LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED ON AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DAN.IT'S SITE TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF DAN.IT AND/OR ANY DAN.IT AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL DAN.IT'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID BY YOU TO DAN.IT FOR USE OF THE SITE. IF YOU HAVE NOT MADE ANY PAYMENTS TO DAN.IT FOR THE USE OF THE SITE, THEN DAN.IT SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

### **13. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless DAN.IT and any DAN.IT Affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees, and expenses (including attorney's fees) arising directly or indirectly from (i) your use of the Site (or any part thereof); (ii) breach of any term of these Terms by you or anyone on your behalf; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Site; (iv) your violation of the Privacy Policy, any third party intellectual property rights, privacy rights or other rights through your use of the Site or provision of information; and (v) your violation of any applicable law or regulation.

### **14. AMENDMENTS TO THE TERMS**

DAN.IT may change the Terms from time to time, at its sole discretion and without any notice. We will notify you regarding substantial changes of these Terms on the homepage of the Site and/or we will send you an e-mail regarding such changes to the e-mail address that you provided in the contact form. Such substantial changes will take effect seven (7) days after such notice was provided on our website or sent via email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

### **15. MINORS**

To enjoy the Site, you must be over the age of sixteen (16). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of sixteen (16) are not using the Site. In the event that it comes to our knowledge that a person under the age of sixteen (16) is using the Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User.

### **16. GENERAL**

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to this Site or use of this Site will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this Site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of Riga, Latvia. If any provision of these Terms is found to be unlawful, void, or for any reason is unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without DAN.IT's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and DAN.IT relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and DAN.IT. Notices to you may be made via email or regular mail. This Site may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**17. FOR INFORMATION, QUESTIONS, OR NOTIFICATION OF ERRORS, PLEASE CONTACT:**

If you have any questions (or comments) concerning the Terms or the Site, you are welcome to send us an email to the following address, and we will make an effort to reply within a reasonable time frame:  
office@dan-it.com