

Terms and Conditions

Preliminary provision

Your access and use of www.heidilandkinder.com (the “website”) as well as the use of our smartphone application are governed by the following terms and conditions, together with any documents expressly incorporated by reference (collectively referred to as the “Terms & Conditions”). These Terms & Conditions apply to both registered users of our smartphone application (the “users”) and unregistered users of the website (the “guests”).

Upon accessing this website and/or our smartphone application, you agree and are bound by these Terms & Conditions. If you do not agree with any provision of these Terms & Conditions, please leave the website immediately.

Capacity to Accept Terms and Conditions

You hereby confirm that you are in a sufficient mental capacity to understand and consent to these Terms & Conditions.

Changes to these Terms & Conditions

We reserve the right to revise these Terms & Conditions at any time in our sole discretion and you hereby agree to be bound by any such modifications or revisions. While users/guests may be notified of any major changes to the Terms & Conditions, we do not guarantee such notification. You are expected to periodically review the most up-to-date version of these Terms & Conditions so you are aware of any changes. Any changes take effect immediately upon being posted on the website. The revised/modified version supersedes any prior versions of the Terms & Conditions upon being posted on the website.

Upon continuing to use the website you acknowledge, agree and consent to the updated Terms & Conditions.

About the website and smartphone application

This website and the smartphone application allow users/guests to view, upload and/or download, certain material which is relevant to the services offered by the website to the users/guests.

The website may contain links to websites operated by third parties that are not owned or controlled by this website. The website does not assume any responsibility nor has any control over the content, and/or to any third-party website linked to this website.

You hereby agree to only make personal use of this website and the website’s material and/or information and do not use it for any commercial purposes.

You fully understand and acknowledge that with the use of this website and of our smartphone application, you may be exposed to content from various sources, thus you accept that this website is and will not be responsible for the accuracy, usefulness, safety, or intellectual property rights of, or relating to such content. You further agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the website with respect thereto, and agree to indemnify and hold the website, its site operator, its parent corporation, their respective affiliates, licensors, service providers, officers,

directors, employees, agents, successors and assignees, harmless to the fullest extent allowed by law regarding all matters related to your use of the website.

Access to the website / smartphone application and user account security

We reserve the right to withdraw or make changes to this website / smartphone application, and any service or material provided within, in our sole discretion, without notice. We will not be liable if for any reason, all or any part of the website / smartphone application is unavailable at any time or for any period of time. We reserve the right to restrict access to some parts or to the entire website / smartphone application, to users/guests if deemed necessary by the website.

Access and/or registration as a user / guest to the website / smartphone application may require you to provide certain registration details. You hereby guarantee that all the information you provide is correct, current and complete. You agree that all information you provide during the registration process to this website / smartphone application, is governed by our **Privacy Policy** and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

As a user, you will be provided with a user name, password and/or other piece of information as part of your secure authorisation procedure.

You must treat all such information as confidential and you must not disclose it to any other person or legal entity. Your account is personal to you and access to it should not be granted to any other person or legal entity. You are fully responsible for all activities that occur under your username and/or password. You agree to notify the operator of the website / smartphone application in any case of unauthorised access or use of your log-in credentials or any other breach of security by contacting us at Heidi.Land@cytanet.com.cy.

While we cannot be held liable for any losses caused by unauthorised access to your account, you may be liable for losses occurred to the website / smartphone application or others in case of such unauthorised use. Practice caution when accessing your account from any public or shared device.

We reserve the right to disable any user name, password or other identifier, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms & Conditions.

Prohibited Uses

You hereby agree that you will only use the website / smartphone application and its services for the purposes expressly permitted by these Terms and Conditions. The website / smartphone application may not be used for any commercial use and/or any other related purposes, without the website's expressed written consent.

You have no right to:

- a) Republish material or information from this website (including republication on another resource);
- b) Sell and/or rent information or materials;

- c) Post any material or information from the website on other websites without permission;
- d) Reproduce, copy and/or use the material in any other way for commercial purposes; e) edit and/or modify any material and/or information on the site;
- e) Redistribute material from the website / smartphone application, except in cases where such a transfer is permitted.

If you wish to use our content other than as permitted by these Terms & Conditions, please contact us at Heidi.Land@cytanet.com.cy.

The following uses of the website / smartphone application are strictly prohibited:

1. Act in manner that detrimentally affects other users' ability to use and enjoy the website / smartphone application, including without limitation, engaging in conduct that is abusive, inflammatory, intimidating, harmful, violent, harassing, invasive of other users' privacy, discriminating or in any way encouraging of the aforementioned;
2. Remove, bypass, delete, circumvent, alter or avoid any digital rights management technology, encryption or security tools used anywhere on the website;
3. Collect and store personal data on about anyone;
4. Use any robot, spider or other automatic device, process or means to access the website for any purpose, including monitoring or copying any of the material on the website without our prior written consent
5. Exploit any error in design, bugs, features which are not documented to gain access that would otherwise not be available to you;
6. Introduce or upload any viruses and/or any software, program or material which is malicious or technologically harmful or that may cause damage to the operation of another's property and/or the website and/or our services;

The above list is not exhaustive. The management reserves the right to:

- Restrict and/or disable access to the website / smartphone application for any and/or no reason, including without limitation, any violation of these Terms & Conditions;
- Take appropriate legal action, for any illegal and/or unauthorized use of the website / smartphone application.

Disclaimers & Limitation of Liability

We do not accept any responsibility for any loss caused as a result of your doing and/or not doing and/or anything as a result of viewing and/or reading and/or listening to the website and/or any part of it.

You may access other sites and/or advertisements (if available) via links from the website / smartphone application, these sites are not under our control and we are not responsible in any way for any of their content.

ALL INFORMATION AND/OR DATA ON THE WEBSITE / SMARTPHONE APPLICATION IS PROVIDED ON AN "AS IS" BASIS. NO REPRESENTATIONS, WARRANTIES OR TERMS OF ANY KIND ARE MADE IN RESPECT OF THE WEBSITE OR THE CONTENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SATISFACTORY QUALITY, CONFORMITY TO CONTRACT, ACCURACY, ADEQUACY, CONFORMITY AS TO THE DESCRIPTION OR FITNESS FOR ANY PARTICULAR PURPOSE.

NEITHER THE WEBSITE / SMARTPHONE APPLICATION NOR ANY OF ITS DATA PROVIDERS OR AFFILIATES GIVES ANY WARRANTY OR GUARANTEE RELATING TO AVAILABILITY OF THE WEBSITE / SMARTPHONE APPLICATION OR THAT THE WEBSITE / SMARTPHONE APPLICATION AND/OR OUR OPERATION OF THEM, THE CONTENT OR THE SERVER THAT MAKES THEM AVAILABLE ARE ERROR OR VIRUS FREE OR FREE OF OTHER HARMFUL COMPONENTS OR THAT YOUR USE OF THE WEBSITE / SMARTPHONE APPLICATION AND/OR THE CONTENT WILL BE UNINTERRUPTED.

You further agree that, the directors, employees, agents or other representatives, data providers or affiliates of the website / smartphone application will not be responsible or liable (whether in civil, tort or otherwise), under any circumstances for any amount or kind of loss or damage (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any anticipated loss of profit, loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages of any kind) that may result to you or a third party arising from or connected in any way to:

- (1) access or other delays, terminations, suspensions, denials or access interruptions to the website / smartphone application; or
- (2) non-delivery of data, data mis-delivery, data corruption, destruction of data or other modification of data; or
- (3) third party website links on the website / smartphone application; or
- (4) reliance on the information contained on the website/ smartphone application; or
- (5) computer viruses, system failures or malfunctions which may occur in connection with your use of the website / smartphone application; or
- (6) any inaccuracies, omissions or misleading, false or deceptive statement in the content; or
- (7) delaying, rejecting or removing any or all content at any time for any or no reason whatsoever with or without notice to you; or
- (8) immediately terminating your access to the website / smartphone application for any or no reason whatsoever and with or without notice to you; or

(9) events beyond our reasonable control.

THE FOREGOING LIMITATION OF LIABILITY APPLIES AS LONG IT COMPLIES WITH ANY APPLICABLE LEGISLATION AND/OR LAW AND/OR REGULATION AS AMENDED AND/OR APPLICABLE FROM TIME TO TIME. YOU ALSO AGREE NOT TO FILE ANY CLAIM AND/OR COMMENCE ANY PROCEEDING INCONSISTENT WITH THE FOREGOING LIABILITY LIMITATIONS.

No waiver

The failure and/or any neglect by the website to proceed with the enforcement of any rights under these Terms & Conditions, will not be deemed and/or considered to constitute a waiver of any rights of the website / smartphone application.

Indemnification

You will indemnify and will keep the website / smartphone application indemnified and its data providers and affiliates, against all claims, costs, proceedings, demands, losses, damages, expenses (including legal expenses) or liability whatsoever arising directly or indirectly as a result of:

- (1) any breach of these Terms & Conditions by you; or
- (2) your fault, negligence or breach of statutory duty; or

Breaches of these terms and conditions

Without prejudice to our rights under these Terms & Conditions, we may also take such action as we deem appropriate to deal with any breach, including suspending your access to the website / smartphone application, prohibiting you from accessing the website, blocking computers using your IP address, contacting your internet service provider to request that they block your access and/or bringing court proceedings against you.

Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you and/or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms & Conditions.

Comments and Inquiries

The website is operated by HEIDI LAND

Address: 20 Parnasou Street, Strovolos, 2043 Nicosia, Cyprus

Email: Heidi.Land@cytanet.com.cy

Please forward any comments and/or inquiries and/or any other communication relating to the website / smartphone application to Heidi.Land@cytanet.com.cy

Governing law & Jurisdiction

Any dispute and/or claim according to these Terms & Conditions and/or the use of the website are governed by the laws of the Republic of Cyprus and the parties agree to submit to the exclusive jurisdiction of the Cyprus courts.