

TERMS OF USE

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If you use the Company Services, please read the terms and conditions of these Terms of Use carefully.

The Terms of Use regulate the relationship between the Client and the Company, namely: receipt of Services, use of the Site.

The Terms of Use are a document that is a public offer agreement, and by accepting it, you agree to its terms and agree to abide by its provisions.

References to the words "we," "our," or "us" (or similar words in meaning) mean the VVMD.

References to the words "you," "you," or "yours" (or similar words in meaning) mean our Client, the person to whom we provide the Services.

FACT OF ACCESS AND USE OF COMPANY SERVICES IN ANY FORM MEANS ACCEPTANCE OF THESE RULES OF USE AND AGREEMENT TO FOLLOW THEM.

1. DEFINITIONS

- 1.1. **Client** - an individual or legal entity that interacts with the Company to receive the Services.
- 1.2. **Contract** - is an agreement signed between the Client and the Company, which specifies the basic conditions of the Services.
- 1.3. **Client's Consent (hereinafter "Consent")** - means a voluntary, specific, informed, and unequivocal expression of will, in which the Client using a statement or explicit affirmative action agrees to the processing of his Personal Data.
- 1.4. **Personal Data** - means any information that directly or indirectly allows identifying the Client. For example, name, surname, phone number, IP address.
- 1.5. **VVMD Site (hereinafter "Site")** - means a web page or group of web pages on the Internet, which are located at: <https://vvm.d.team/>
- 1.6. **VVMD (hereinafter referred to as the "Company" or "VVMD")** - is a service that allows the Client to receive Services in the field of web development and web design.
- 1.7. **Third Party** - means a natural or legal person, government agency, institution, or body other than the Client, Controller, Processor, and persons authorized by the Controller or Processor under their direct supervision to process Personal Data.

2. SERVICES

- 2.1. ***The Company provides the following Services:***
 - 2.1.1. development of the Client's site;

- 2.1.2. analysis of the target audience of the Client's business;
 - 2.1.3. creation of the Client's site design;
 - 2.1.4. development and selection of content for the Client's site;
 - 2.1.5. testing of the Client's site;
 - 2.1.6. exercising control over the Client's site.
- 2.2. Given the fact that the Company performs each project of the Client individually, it is difficult to provide all the conditions in these Terms of Use, because:
- 2.2.1. each Client's project needs to be studied;
 - 2.2.2. the scope of work and deadlines may vary, depending on the requirements of the Client;
 - 2.2.3. each project of the Client requires an in-depth study of its target audience;
 - 2.2.4. analysis of the work of each Client's project;
 - 2.2.5. filling the Client's site with content to increase the conversion of the Client's business;
 - 2.2.6. and most importantly: the development of each client's project is original for our team. VVMD will develop every detail of the Client's site, taking into account all the nuances and the smallest details and will of the Client!
- 2.3. Given the above, the Company enters into a Contract with each Client individually, indicating the main provisions of the Client`s project:
- 2.3.1. scope of work;
 - 2.3.2. the amount of remuneration of our team;
 - 2.3.3. term of performance of works;
 - 2.3.4. rights and obligations of the parties to the Contract;
 - 2.3.5. requirements for the structure and design of the Client's site;
 - 2.3.6. form of payment and number of changes to the Client's site.
- 2.4. *The Client can get acquainted with the terms of the Contract, after discussing all the terms of cooperation with the Company's team. We are also open to discussing and changing the conditions of the Contract, as we value and respect each Client.***

3. INTELLECTUAL RIGHTS

- 3.1. Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, site designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition ***laws of the United States***, international copyright laws, and international conventions.
- 3.2. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 3.3. Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained

access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

- 3.4. The Client grants the Company the non-exclusive right to use, copy, process and transmit his Personal Data during the term of use of the Company Services.
- 3.5. The Client warrants that the Personal Data and Information provided to them do not infringe the intellectual property rights of the Third Party.

4. RESPONSIBILITY

- 4.1. VVMD shall not be liable for any damages incurred by the Client as a result of the use of his Personal Data by a Third Party without his knowledge.
- 4.2. If you use our site on behalf of a legal entity (such as your employer or contractor), you represent and warrant that you have the authority to bind that legal entity. If you no longer have this authority, you must notify VVMD, and the legal entity will provide the Company with a new authorized representative. The Company is not liable if a person without the necessary authorization has received and paid for the use of the Services on behalf of a legal entity.
- 4.3. The Client must not use the Services for commercial purposes. You may not sell, resell, license, sublicense, transfer or distribute the Services to Third Parties without the prior express permission of the Company.
- 4.4. The Company is not liable for any indirect, actual, or consequential damages, even if we have been notified of the possibility of such damages or they have been caused by negligence.
- 4.5. THE COMPANY WILL NOT BE LIABLE FOR EFFECTS CAUSED BY AN ACT OF HACKERS, CRIMINAL SOFTWARE CHANGES, AND OTHER TYPES OF UNAUTHORIZED ACCESS AND USE OF SERVICES.**
- 4.6. To the extent permitted by law, we provide Services "as is." This means that we do not provide any guarantees, including but not limited to warranties of the commercial quality and suitability of the Services for specific purposes.
- 4.7. There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.
- 4.8. VVMD reserves the right, but not the obligation to:**
 - 4.8.1. monitor for violations of these Terms of Use;
 - 4.8.2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such Client to law enforcement authorities;
 - 4.8.3. in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way

burdensome to our systems; otherwise, manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

- 4.9. The Company reserves the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you and the Client agrees that Company has no liability whatsoever for any loss, damage, or inconvenience caused by his inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.
- 4.10. We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.
- 4.11. The Company reserves the right to refuse to provide the Services to the Client if the Client's project:
 - 4.11.1. violates the law of any EU country;
 - 4.11.2. violates international law;
 - 4.11.3. if the content of the Client's site is the copyright, patent, trademark, trade secret, or moral rights of any third party;
 - 4.11.4. if the content of the Client's site is untrue, inaccurate, or misleading;
 - 4.11.5. the client's project is unwanted or unauthorized advertising, advertising materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of the petition;
 - 4.11.6. if the materials of the Client's project are obscene, lewd, dirty, violent, harassing, defamatory, or otherwise unfavorable (as determined by us);
 - 4.11.7. if the Client's project contains harassment or threats (in the legal sense of these terms) to any other person or propaganda of violence against a certain person or class of people;
 - 4.11.8. if the content of the Client's project violates the rights to confidentiality or publicity of any third party;
 - 4.11.9. if the content of the Client's project violates the current legislation related to child pornography or is otherwise intended to protect the health or well-being of minors;
 - 4.11.10. if the content of the Client's project contains offensive comments related to race, national origin, gender, sexual preferences, or physical disabilities.

5. INDEMNIFICATION

- 5.1. The Client provides his consent to defend, indemnify and hold harmless the Company, including its subsidiaries, affiliates and all of our respective officers, agents, partners and employees, from any loss, damage, liability, claim, or demand, including fees and expenses incurred any third party in connection with:
 - 5.1.1. violation of these Terms of Use;
 - 5.1.2. any breach of the representations and warranties set forth in these Terms of Use;
 - 5.1.3. your violation of the rights of third parties, including, without limitation, intellectual property rights;
 - 5.1.4. any overt malicious act towards any other Client of the Site with whom you have connected through the Site.
- 5.2. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you indemnify us, and you agree, at your own expense, to

cooperate with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding to which this indemnity applies as soon as we become aware of it.

6. CLIENT CONSENT

- 6.1. The Client confirms that he has reached the age of eighteen and does not use the Services for illegal purposes.
- 6.2. The Client provides his informed and express Consent to the terms of these Terms of Use.
- 6.3. Client Consent to receive electronic communications and agree that all agreements, notices, disclosures, and other communications Company provide to Client electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

7. APPLICABLE LAW AND DISPUTE RESOLUTION

- 7.1. All relations between the Company and the Client arising from the fulfillment of the terms of these Services for the use and use of the Services are governed by the laws of the **United Kingdom of Great Britain and Northern Ireland**.
- 7.2. To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least (ten) 10 business days before initiating the arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.
- 7.3. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the **London Court Of International Arbitration (LCIA)** in accordance with the laws of England and Wales according to the rules of this ICAC, which, as a result of referring to it, is considered as the part of this clause. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration, shall be London. The language of the proceedings shall be English. The governing law of the contract shall be the substantive law of the United Kingdom of Great Britain and Northern Ireland.
- 7.4. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

8. DURATION OF TERMS OF USE

- 8.1. The conditions of the Terms of Use are valid for the period of use of the Services by the Client. In case of termination of use of the Services and termination of the relationship between the parties.

9. CHANGES TO THE TERMS OF USE

- 9.1. The Company notifies the Client about making changes to the Terms of Use by posting news on the Site. The Company updates the date of change of the current version of the Terms of Use in the line "Last update."
- 9.2. The Client is obliged to read the new terms of the Terms of Use, and the Company is not responsible if the Client has not read the new terms of the Terms of Use.
- 9.3. Our electronic or otherwise retained copies of the Terms of Use are considered valid, complete, valid, and enforceable versions of these Terms of Use in effect at the time of your visit to the Site. If the Client uses the Services after updating the Terms of Use, we have the right to assume that the Client has read the new version of the Terms of Use and agrees to the terms of the Services.

10. CONTACT

- 10.1. The Client has the right to contact the support service of the Company at: vvmd.team@gmail.com to ensure his rights, in accordance with the conditions of the Terms of Use and if the Client has questions about the use of the Services.