

Terms of Use for AskTheStar.Com

1. General

- 1.1. These terms of use and privacy (hereinafter the **Terms of Use**) regulate the conditions of use of the Services located on website <https://askthestar.com> and on its subdomains (hereinafter the Services).
- 1.2. User can use the Services only after agreeing with the Terms of Use.
- 1.3. By accepting these Terms of Use, it forms a legally binding contract between User and Operator. These Terms of Use are applied for regulating the relations between the User and Operator, except in cases where special terms have been concluded between the User and Operator. In such instance the Terms of Use are applied for cases the special terms do not cover.

2. Definitions

- 2.1. **Content** - data, texts, files etc added by the User
- 2.2. **Operator** - AskTheStar OÜ, registry code 14914948, address Harju maakond, Tallinn, Kesklinna linnaosa, Ahtri tn 12, 10151
- 2.3. **Services** - SaaS services based on the Website
- 2.4. **Special Terms** - agreement between Operator and User by which Terms of Use are specified, amended or supplemented.
- 2.5. **Terms of Use** - standard terms of use for using Service and Website
- 2.6. **User** - natural or legal person who is registered user of the Service
- 2.7. **Website** - <https://askthestar.com> and its subdomains with their content

3. Using the services

- 3.1. Operator may amend the Terms of Use unilaterally at any time by publishing the amendments at the Website. Operator will inform the registered users of the amendments in the Terms of Use at the Website and via email or in-app notification before the amendments enter into force. If a User does not accept the amendments, he/she is entitled to cease using the Services before the amendments enter into force. If a User continues to use the Services after the amendments have entered into force, it is considered that he/she has accepted the respective amendments to the Terms of Use.
- 3.2. The user represents by creating a user account at the Website that all the information and representations provided by its are correct: it is private person with full legal capacity (at least 18 years of age) or that it has all rights and authorisations for procuring the Services on behalf of the user. The aforementioned representations are presumed to be accurate and Operator is not obliged to verify these.
- 3.3. User is obliged to ensure that the Services is in accordance with its needs.
- 3.4. Services may only be used to the extent and purposes for which the Services is created for and for which similar services are usually used for. User is obliged to use Services in accordance with the Terms of Use and the tutorials of the Services.
- 3.5. User is obliged to immediately notify Operator of abuse of its account, the loss of its password or its falling into possession of third parties. In the aforementioned case, Operator shall do anything reasonably expected in order to renew the password, limit the access to the account or delete the account.

4. User's content

- 4.1. User ensures that all of the Content added to the Website is in accordance with the Terms of Use and legal acts and that the User has all necessary permissions and approvals to add the Content to the Website. User is prohibited to add to the Website any Content that contains viruses etc that damage or disturb regular functioning of the Website or Services.
- 4.2. User is aware of and agrees that the Content is stored in Operator's or its service provider's server and the User gives to Operator all necessary rights for that.
- 4.3. Operator takes all reasonable security measures in order to protect Content from unauthorized persons and malware and to ensure the preservation and confidentiality of the Content.
- 4.4. Operator will protect the confidentiality of the Content with at least reasonable care, will not use Content for any purpose outside the scope of this Terms of Use and will not disclose Content to any third party (except third party service providers) and will limit access to Content to its employees, contractors, advisors and agents. Upon notice to the other party, the party may disclose Content if required to do so under law, statute, rule or regulation or legal process.

5. Client support

- 5.1. User can communicate with client support:
 - a) e-mail;
 - b) Website chat;
 - c) phone.
- 5.2. Operator will strive to reply to all requests received by the client support within reasonable time, but will not guarantee that the requests are replied to within certain time or that the requests receive answers satisfactory to the inquirer.

6. Maintenance

- 6.1. The Operator reserves the right to optimize and develop the Services further. In case of significant changes in the Services, Operator will send Users a timely notification.
- 6.2. If using the Website or Services is disturbed due to a disturbance or malfunction, Operator will do anything reasonably possible in order to eliminate the disturbance or malfunction as soon as possible, but no later than 16 hours after finding out the error.
- 6.3. The Operator maintains the right to temporarily restrict the access to the Website and Services if it is needed for maintenance, development or updates.

7. Fees and payments

- 7.1. The prices of Services at the Website are provided in Euros. All fees are exclusive of taxes, which Operator will charge if applicable.
- 7.2. It is possible to pay for the Services with:
 - a) credit card.
 - b) other payment methods allowed by third party service provider
- 7.3. User is aware that Operator may use third party service providers to process payments and agrees to disclose their payment information to such third party.
- 7.4. Operator is not obliged to refund already made prepayments.

- 7.5. If the User violates the obligation of payment for at least 14 days, Operator has the right to limit access to the Services.
- 7.6. Operator maintains the right to change the prices of Services.
- 7.7. Operator can overtake service fee for transactions made with Services. The service fee is specified on the page where type of transaction is taking place.

8. Intellectual property

- 8.1. User has the right to use Services in accordance with the Terms of Use for the purposes for which the Service is intended. User does not have and will not obtain any intellectual property rights to the Service or to the Website.
- 8.2. The Website, Services and its content, such as texts, images, information on the products, trademarks and signs shall remain the property of the Operator or its co-operation partners and protected by copyright law and international copyright agreements as well as other legislation on intellectual property rights and registrations.
- 8.3. All intellectual property rights to the Website, Services and content (such as copyright, registered and unregistered trademark and design rights, domain names, patents, database rights and trade secrets) as well as the goodwill generated by their use shall remain the property of the Operator or its cooperation partners. The Operator does not grant the User any direct or indirect rights to any intellectual property rights.
- 8.4. The User may not change, copy, process, make extracts of, transmit, add to other databases or make available to the public the Services or the Website or its parts, or use the intellectual property rights concerning the Services or the Website in any other way without the prior written consent from the Operator. The Services, the Website or any of their parts may not be sold, rented, licensed, interfaced with a system of the User or third parties, or used by any programmes that overload or interfere with the work of the Services or Website or distort the contents, without the prior written consent from the Operator.
- 8.5. The works published on the Website and protected with copyright may be used by the User publicly without the consent of Operator only by referring to Operator as the source of the works.
- 8.6. Website may contain references or links to third party websites. The Operator does not control the linked sites in any way, nor does the Operator monitor or check the contents of the linked sites. The Operator is not liable for the contents, correctness, reliability or data security of the linked sites.

9. Personal data

- 9.1. Operator shall process the following personal data of the User (hereinafter the Personal Data):
 - a) name;
 - b) e-mail.
- 9.2. Operator processes Personal Data in order to register User for the Services, contact User, verify User's right to access Website and Services, improve Website and Services, provide User with information about the Services.
- 9.3. The User may inspect its Personal Data at any time and make corrections or request their deletion, unless the law provides otherwise. The User provides its consent for processing of personal data to the extent described in Terms of Use with the objective

to ensure the quality and accessibility of the Services and also to expand, improve, personalise and otherwise develop the Services..

- 9.4. Operator processes the User's Personal Data in accordance with the requirements of the Personal Data Protection Act.
- 9.5. Controller of the Personal Data is AskT heStar OÜ, registry code 14914948, address Harju maakond, Tallinn, Kesklinna linnaosa, Ahtri tn 12, 10151.
- 9.6. Operator collects and records personal data in electronic format and makes extracts also in other format if necessary.
- 9.7. Operator shall not forward, sell or disclose the data of the User to third parties without the prior written consent from the User, except in instances provided in the Terms of Use.
- 9.8. Operator is entitled to forward the personal data to Operator group companies and cooperation partners.
- 9.9. Operator is not obliged to preserve the Personal Data of the Users.
- 9.10. The User is entitled, at any time, to withdraw his/her consent for processing of Personal Data, to request termination of the processing of Personal Data and deletion of the collected Personal Data, and closing of user account. For that the User shall forward respective application to the Client Support or to e-mail. Withdrawal of consent shall not have retroactive effect.
- 9.11. Operator shall promptly notify User of any facts known to the Operator concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage or destruction of Personal Data by any current or former employee, contractor or agent of the Operator or by any other person or third party. Operator shall;
 - 9.11.1. cooperate fully with User in the event of any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage or destruction of Personal Data by any current or former employee, contractor or agent of Operator or by any other person or third party, to limit the unauthorized disclosure or use, seek the return of any Personal Data, and assist in providing notice if requested by User; and
 - 9.11.2. upon termination or expiration of the Terms of Use for whatever reason, or upon request by User, Operator shall immediately cease to process the Personal Data and shall promptly return to User all such Personal Data, or destroy the same, in accordance with such instructions as may be given by User at that time. The obligations set forth in these data processing requirements shall remain in force notwithstanding termination or expiration of this Terms of Use.

10. Cookies

- 10.1. Cookies are small text files that can be conveyed to the User's device via the Website. Cookies or other corresponding techniques may be used to collect information on the User's use of the Website and Services and the User's device via the Website. Such information may include from what page the User has entered the Website the browser the User is using, or the sections of the Website the User has been browsing and the dates and times thereof.
- 10.2. Cookies enable the processing of information related to Website and Services. The information obtained enables the functioning of the Website and Services to be analyzed and improved to provide the User with a better and more individualized experience. The information collected may also be used to target marketing likely to correspond to the interests of the User within and outside the Website and Services, for example, by utilising retargeting.

- 10.3. The User may prevent the use of cookies by changing the User's browser settings. The User should note, however, that the removal of cookies or blocking their use may have a detrimental effect on the use of the Website and Services or its specific sections or functions or even entirely prevent such use.
- 10.4. While using the Website and Services or in the course of interactive communication the Operator may use various technologies which collect information regarding the access and use of the Website and Services. Such information may include also information regarding the usage of the Website and Services, details of performed inquiries, technological data (IP address, connection devices, operation system) and other similar information.
- 10.5. User is aware of and consents that Operator has the right to generate anonymised data, i.e. data created by User that are de-identified in a way that it is impossible to tie to a specific User and from which all identifying characteristics have been removed (including the data of the device, IP addresses and cookie ID). Operator shall use the anonymised data for the development and improvement of the Website and the Services.

11. Legal remedies of Operator

- 11.1. Operator is not obligated to check the Contents uploaded by Users onto the Website (if any), nor User activities on the Website. Operator is also not obligated to monitor User activity, information or the Contents they add to or transfer via the Website, store in cache memory, or save. At the same time, Operator is obligated under the Information Society Services Act to inform competent supervisory agencies of possible illegal activity or of the information provided, and identify the Users to whom it is providing the service of data storage.
- 11.2. If a User breaches the obligations in these Terms of Use, the good practice of the Website, or the legislation, Operator shall have the right to:
 - 11.2.1. eliminate the violation or unlawful Contents;
 - 11.2.2. request the elimination of the violation and require that the conduct or the Contents be brought into conformity with the Terms of Use, good practice or legal acts;
 - 11.2.3. temporarily restrict the User's access to the Services or Website or any of its parts, including close the User's account temporarily;
 - 11.2.4. restrict the rights of use of the User.
- 11.3. If the violation by the User is repeated or material in some other way, Operator has the right to:
 - 11.3.1. permanently forbid the User from using the respective part of the Website or the Services, including to delete the User's account;
 - 11.3.2. terminate the contract with the User without notice.
- 11.4. Operator may restore the Contents that were removed from the Website due to a complaint or re-establish access to them if Operator is presented with convincing evidence of the compliance of the Contents to the Terms of Use, good practice, or legal acts.

12. Termination

- 12.1. User is entitled to unilaterally terminate the contract without cause at any moment:
 - a) by informing on the Website;
 - b) by informing by e-mail.

- 12.2. Operator is entitled to terminate the contract with the User without cause by informing the User by e-mail or via the Website or Service 30 days before the termination of the contract.
- 12.3. Operator is entitled to terminate the contract immediately without prior notice if:
 - 12.3.1. User has submitted false information about it;
 - 12.3.2. User has not used Services continuously for at least a year;
 - 12.3.3. person who has used Services in the name of the User does not have the User's authorisation;
 - 12.3.4. User is in any other way in violation with the Terms of Use.

13. Limitation of liability

- 13.1. Operator and its agents make no representations or warranties about suitability, reliability, availability, timeliness, security or accuracy of the Services and all Services and content are provided "as is" without warranty or condition of any kind. Operator disclaims all warranties and conditions of any kind, whether expressed, implied or statutory, with regards to the Services, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. The Operator shall not be expressis verbis responsible for the damage and other consequences that have arisen due to the following reasons:
 - 13.1.1. the Services or Website does not function or functions improperly in some web browsers;
 - 13.1.2. User has added Content to the Website which is not in compliance with or not being processed in compliance with the Terms of Use, good practice or legislation;
 - 13.1.3. changes in legal acts and in their interpretations, their impacts on the Users and implementing those changes in the Services, unless it is obligatory to the Operator under the law or a court decision made regarding the Operator;
 - 13.1.4. force majeure and other faults and disturbances not caused or affected by the Operator which prevent the User from using the Website or Services;
 - 13.1.5. errors, damages or settings that are unsuited for the use of the Services or Website;
 - 13.1.6. delays, disruptions or failures in the use of the Services or Website due to maintenance or development works;
 - 13.1.7. processing data by third persons to whom the User has given the consent to forward the data by the Operator;
 - 13.1.8. disruptions and failures in third party systems that affect the functioning and availability of the Services and Website
 - 13.1.9. loss of the User's password or its falling into the possession of unauthorized third party or its use by unauthorized third party.
- 13.2. To the extent permitted by law, in no event shall either party be liable for any indirect, incidental, punitive, or consequential damages, or loss of profits, revenue, data or business opportunity. Except for the User's liability for payment of fees, obligations according to the indemnification clauses and under User's liability for violation of the Operator intellectual property rights, if, notwithstanding the other terms of the contract, either party is determined to have any liability to the other party or any third party. Parties agree that the aggregate liability of the party will be limited to total amounts User has actually paid for the Services in the twelve (12) month period preceding the event giving rise to a claim.

- 13.3. Operator shall not be liable for the management of the User's account, including any offenses committed using the Website or Services, irrespective if it was committed by a person authorised to use of the Website or Services or not.
- 13.4. While the Operator takes all reasonable steps to ensure a fast and reliable service, it does not guarantee that the use of this Website and Services will be interruption or error free and will not be responsible for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.
- 13.5. The Operator may assign or transfer any of its rights or sub contract any of its obligations under these Term of Use to any third party. The User may not assign or transfer any of the rights or sub contract any of the obligations under these Terms of Use except with the specific permission in writing of the Operator.
- 13.6. Force Majeure – neither party will be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage, natural disaster, electrical, internet, or telecommunication outage that is not caused by the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

14. Applicable law and dispute settlement

- 14.1. The present Terms of Use is governed by the laws of Estonia.
- 14.2. Any complaints must first be registered with the Operator's client support using the email provided above. The User should first contact the Operator with a view to obtaining an amicable solution.
- 14.3. Any disputes shall be settled under the laws of Estonia by the courts of Estonia, which have sole jurisdiction unless there is a mandatory statutory provision to the contrary.
- 14.4. The Website and Services and the Terms of Use have been designed for use within Estonia. Whilst the Operator is happy to to consider requests for Products from other countries, the Operator gives no warranty, express or implied, that the use of the Website and Services or the placing of any order through the Website and Services from other countries complies with any applicable laws or regulations of such other county. Accordingly, any Products or promotions not permitted under other local law are not offered to the Users from such countries.