

DOMIDO GROUP – WEBSITE TERMS OF USE

Last updated: 3 June 2021

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE

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BY USING OUR SITE, YOU ACCEPT THESE TERMS

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

WE MAY MAKE CHANGES TO THESE TERMS

WE MAY MAKE CHANGES TO OUR SITE

WE MAY SUSPEND OR WITHDRAW OUR SITE

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

DO NOT RELY ON INFORMATION ON THIS SITE

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

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WHAT'S IN THESE TERMS?

These website terms of use ("**Terms of Use**" or "**these terms**") set the rules for using our website www.domido.com.

WHO WE ARE AND HOW TO CONTACT US

www.domido.com is a site operated by **ESC EUROPEAN SMART CONSTRUCTION LTD**. We are registered in the Republic of Cyprus under company number HE 343558 and have our registered office at Themistokli Dervi, 3, JULIA HOUSE, 1066, Nicosia, Cyprus.

To contact us, please email at info@domido.com.

BY USING OUR SITE, YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

We recommend that you save and/or print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These Terms of Use incorporate our Privacy Policy and Cookie Policy, which also apply to your use of our site. Additional terms and conditions may also apply to specific DomiDo Group Services, or portions thereof offered through or in relation to the site ("terms of service"). Where applicable, such terms of service will be made available to you.

WE MAY MAKE CHANGES TO THESE TERMS

We reserve the right to amend the Terms of Use from time to time without notice to you. Every time you wish to use our site, please check these Terms of Use to ensure you understand the terms that apply at that time. These terms were most recently updated on the date indicated at the beginning of these Terms of Use. The most current version of these terms can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our site.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities, or for any other reason.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge, except where otherwise expressly indicated.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are

provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources. You must always read the terms of use or similar legal documents of those sites or resources, including other websites or apps provided by any company of DomiDo Group.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy. It contains information about how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them. It is important that you read it.

INTELLECTUAL PROPERTY RIGHTS

The website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by ESC or one of the DomiDo Group companies, our licensors, or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for the purposes of the agreed use, provided you agree to be bound by our end user license agreement for such applications.
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If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our site by contacting us at info@domido.com.

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ACCEPTABLE USE RESTRICTIONS

You must **NOT**:

- use our site in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into our site, any Service, or any operating system;
- infringe our intellectual property rights or those of any third party in relation to your use of the website;
- transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the website;
- use our site in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
- collect or harvest any information or data from our site or our systems or attempt to decipher any transmissions to or from the servers running our website.

We reserve the right to refuse to provide you with DomiDo Services, remove or edit your user content (where applicable), if you are in breach of applicable laws, these Terms of Use, or any other applicable terms and conditions, guidelines, or policies.

DISCLAIMER

All warranties, conditions and other terms implied by statute or applicable law are excluded to the maximum extent permitted by applicable laws. Unless expressly provided, our site and the information and services available on it ("services") is delivered "as is" without warranty of any kind. We do not warrant or represent that the services (or the information, material or services supplied to us on which all or part of the services depend) will be delivered free of any inaccuracies, interruptions, delays, omissions, or errors ("faults"), or that all faults will be corrected.

You understand that we do not provide financial, tax and accounting, medical, legal, or other professional advice. Some information may contain the opinions of third parties, and we are not responsible for these opinions. Likewise, we are not responsible for any loss, damage or cost

resulting from any decisions taken by you that is made in reliance on the services, including legal, compliance and/or risk management decisions. You agree that you use these services at your own risk in these respects.

LIMITATION OF LIABILITY

We will do our utmost to ensure that availability of our site will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to our site may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

ESC and/or any DomiDo Group company will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when you commenced using our site.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause, which is beyond our reasonable control.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you, and you might have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the applicable laws. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

INDEMNITY

You agree to indemnify, defend, and hold harmless ESC and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of our site or your breach of these Terms of Use, including but not limited to the content you submit or make available through our site.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@domido.com.

APPLICABLE LAW AND DISPUTE RESOLUTION

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Republic of Cyprus without giving effect to any choice or conflict of law provision or rule.

Most concerns can be solved quickly by contacting us at info@domido.com.

In the unlikely event that we cannot solve your concern and you wish to bring legal action against us, that dispute will be subject to the jurisdiction of the courts of the Republic of Cyprus. If you are a consumer and have your habitual residence in the European Union (EU), you may bring a claim to enforce your rights in the EU country in which you live.

WAIVER AND SEVERABILITY

No waiver by ESC of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of DomiDo to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.