

# Terms of Use

Unibot Limited

Last Update: 25/05/2018

These Terms of Use (“Terms”) together with the Privacy Policy form the entire Agreement (“Agreement”) between You as a User (“You”, “Your”, “User”) and Unibot Limited (“Unibot”, “we”, “us”) for the use of the Unibot Website (“Website”) and the Unibot Service (“Service”, “Services”) (Collectively referred to as “Products”).

Please read the Terms of Use carefully. In the event You do not agree with this Agreement in full or any portion of it, please immediately stop using the Website and/or the Services.

We may alter, change or update these Terms from time to time at our sole discretion without notification to the User. It is Your sole responsibility to periodically check for any updates and/or changes to these Terms. If You do not agree to the changes or updates introduced to these Terms please stop Unibot Products.

NOTE: In order to use the Unibot Website and/or the Service You must be of legal age to do so and to be eligible to operate such Website or Service according to the applicable legislation. If You are not of legal age please stop using the Website and/or the Service. We reserve the right to terminate the Agreement between Unibot and an individual of under legal age at Our sole discretion and without notice to the individual.

## **SERVICE**

Unibot provides a service that resembles a platform which allows companies to communicate with their clients and potential partners. Through the platform You can exchange certain amounts of information, review statistics, customize Your communication with a client, imbed artificial intelligence (“chat bots”) etc.

In order to start using our Service and to learn more about it please contact one of our representatives at [hello@unibot.ai](mailto:hello@unibot.ai).

## **OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

Unibot shall be the sole and exclusive owner of all right, title and interest (including, but not limited to, all Intellectual Property Rights) in and to the Service, the Website, and all the other materials contained thereof. You are only permitted to use the Service (including all the related materials to it) for Your personal, non-commercial use. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of Unibot materials.

## **ELECTRONIC COMMUNICATION**

We may send to You electronically all communications, agreements, documents, receipts, notices, and disclosures that Unibot provides in connection with Your use of the Service. We may provide these communications to You by posting them via the Website or Service, or by emailing them to You at the email address You provide. You may unsubscribe from email communications at any time.

## **DATA PROTECTION**

In order to receive complete Unibot Service functionality and get access to all of the, You are required to provide certain private information. We respect the confidentiality of private and personal information of all cooperating parties. However, there is no perfect secure method of protecting information during its storage, processing, and transfer into electronic form, We do not give the full warranty of its complete safety, despite all efforts made by the Unibot.

For more information about the procedure of collection, use, and/or disclosure of the User's confidential information, please read the Privacy Policy. The User is strongly advised to become familiar with Privacy Policy.

## **THIRD-PARTY SERVICES**

Unibot may uses third-party services in order to perform its functions. Third-party services may include, but are not limited to, payment processors, website operators etc.

## **SOFTWARE AND COMPUTER VIRUSES**

At times, site failures may happen due to Internet connection, software operation, data transmission, etc., and it is possible that incorrect or incomplete copy of the information contained at the Website pages may occur. Similarly, the Website pages may contain malicious code or programs infected with computer viruses.

Unibot is not responsible and bears no liabilities connected to the work of any software, the presence of any computer viruses or other elements with malicious code, the presence of destructive or unsafe files that can be distributed or otherwise affect software and hardware upon the User's review of the Website or the access to any information on the Website. Unibot strongly encourages the use of anti-virus software or other protective programs during interaction with all web sites.

## **INDEMNIFICATION**

You agree to defend Unibot, its affiliates and its and/or their respective successors and assigns, as well as their respective officers, directors, employees, agents, licensors, representatives, operational service providers and suppliers against any and all claims, demand and/or actions and indemnify and hold harmless from and against any and all losses, damages, costs and expenses (including attorneys' fees), resulting from Your breach or violation of any provision of these Terms of Service, infringement, misappropriation or Your violation of the rights of any

other party, Your violation or noncompliance with any law or regulation. Unibot reserves the right to assume, at its expense, the exclusive defense and control of any claims or actions and all negotiations for settlement or compromise, and You agree to fully cooperate with Unibot upon its request.

## **DISCLAIMER OF WARRANTIES**

YOUR USE OF THE WEBSITE, ITS CONTENT, AND SERVICE OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND SERVICE OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR SERVICE OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR SERVICE OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DISCLAIMER OF WARRANTIES DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER GOVERNING LAW.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL UNIBOT, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM UNIBOT AND ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF

CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, OR ANY OTHER LOSS THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO UNIBOT RECORDS, PROGRAMS OR SERVICES. THE FOREGOING LIMITATION OF LIABILITY DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER GOVERNING LAW.

## **FORCE MAJEURE**

In no event shall Unibot be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

## **LINKS TO THIRD-PARTY WEBSITES**

The Website may contain links to third-party websites. We provide these links only for Your convenience and are not responsible for the content, products, or Services on or available from those websites, resources, or links that are displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from Your use of any third-party websites.

## **GOVERNING LAW**

These Terms of Service shall be interpreted, construed as if both Parties jointly wrote it, and shall be governed by English law. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution® in accordance with its International Dispute Resolution Procedures, as modified by the ICDR® Online Protocol for Manufacturer/Supplier Disputes then in effect (please find the International Dispute Resolution Procedures and the ICDR Online Protocol for Manufacturer/Supplier Disputes at [www.icdr.org](http://www.icdr.org)). The language of the arbitral proceedings shall be English.

## **SEVERABILITY**

Any provision of these Terms of Service that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

## **ASSIGNMENT**

You may not assign or transfer any of Your rights or obligations under these Terms of Service without our prior written consent. We may assign or transfer any or all of our rights under these Terms of Service, in whole or in part, without obtaining Your consent or approval.

## **WAIVER**

Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

## **HEADINGS**

Headings of provisions are for convenience only and shall not be used to limit or construe any provisions of these Terms thereof.

## **CONTACT US**

Should You have any questions or comments regarding the Terms of Service, You may contact Unibot in writing at [hello@unibot.ai](mailto:hello@unibot.ai).

<p><b>NOTE:</b> There is a space designated for You to write the message to us. Please be attentive when writing the message. You bear sole responsibility for the information You disclose in the designated space. Do not write any information that You are not willing to disclose.</p>
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**Disclaimer:** The original, legally binding version of this document is written in English, and it is translated into other languages for the courtesy of our non-English-speaking users. If there are any discrepancies between the English version and a translated version, the English version supersedes the translated version.