

Terms of Use

Yodezeen

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1. Introduction

Your use of this Site is subject to these Site Terms of Use ("Terms"), which tell you the basis on which you may make use of our Site located at <https://yodezeen.com> ("Site"). The Site is operated and owned by "YODEZEEN" LLC, registered at Ukraine, 03035, Kyiv, 3 Vasylia Surykova st., bulk 8 B letter H ("Yodezeen"). These Terms are a legally binding contract between you and Yodezeen which sets out your rights and responsibilities when you use our Site and/or other services ("Services") provided by us. Throughout the Site, the terms "company", "we", "us" and "our" refer to Yodezeen. Yodezeen offers this Site, including all information, tools and services available from this Site, to you, the user, conditioned upon your acceptance of all the terms, conditions, policies stated here.

Please read these Terms carefully, because using or accessing this Site indicates your acceptance of these Terms of Use. If you do not accept these Terms of Use, please do not continue to use this Site.

2. Entire agreement and admissibility

These Terms and any policies, including our Privacy Notice, or operating rules posted on this Site constitute the entire agreement and understanding between you and Yodezeen with respect to the subject matter thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

3. Intellectual property rights and Use of materials on the Site

All Content (as further defined) on this Site is the exclusive property of and owned by Yodezeen, its licensors or its content providers and is protected by copyright, trademark and other applicable laws.

All texts, images, designs, graphics, logos, icons, audio and video clips, downloads, interfaces, code and software and other materials on this Site ("**Content**") are objects of copyright and other intellectual property rights owned by Yodezeen or included in the Content with the permission of the relevant owner.

The trademarks, logos, characters, and service marks ("**trademarks**") are protected trademarks. Yodezeen® and Yodezeen logo are Registered Trademarks. Yodezeen has the exclusive right to permit or to prohibit the usage of the Trademarks.

You are permitted:

- To freely browse the Site;

- To access or use information from this Site, including any texts, images, audio, and video, etc., (hereafter referred to as “information”) for your own non-commercial use.

This should be done on the condition that all copyright and other proprietary notices are kept intact, and that the above trademark notice appears on such reproductions. No reproduction of any part of this Site may be sold or distributed for commercial gain, nor shall it be modified or incorporated into any other work, publication, or Site without Yodezeen’s explicit permission in writing.

You are prohibited:

- To use the Site or the Content for any other purposes, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from any material, information, software, products or services obtained from the Site;
- To use the Site for other purposes competitive to Yodezeen.

If you want to use the Content for the above purposes, you must obtain Yodezeen’s explicit permission in writing.

Nothing contained on this Site should be construed as granting any license or right to use any trademark displayed on this Site. Your use/misuse of the trademarks displayed on this Site or of any other content on this Site, except as provided for in these Terms, is strictly prohibited. You are also advised that Yodezeen will aggressively enforce its intellectual property rights to the fullest extent of the law, including criminal prosecution, for serious offences.

You may find objects of copyright and other intellectual property rights owned by Yodezeen on the other sites and resources, in particular, following the Media links, situated on the site. Note, that such media resources have already obtained Yodezeen’s permission to use the intellectual property of Yodezeen, and this does not in any way mean that such property is open to general use and you can use it without our permission.

You agree to abide by all additional restrictions displayed on the Site as it may be updated from time to time. Yodezeen, or its licensors or content providers, retain full and complete title to the material provided on the Site, including all associated intellectual property rights, and provide this material to you under a license that is revocable at any time in Yodezeen’s sole discretion. Yodezeen neither warrants nor represents that your use of materials on this Site will not infringe rights of third parties not affiliated with Yodezeen.

You may not use contact information provided on the Site for unauthorized purposes, including marketing. You may not use any hardware or software intended to damage or interfere with the proper working of the Site or to surreptitiously intercept any system, data or personal information from the Site. You agree not to interrupt or attempt to interrupt the operation of the Site in any way. Yodezeen reserves the right, in its sole discretion, to limit or terminate your access to or use of the Site at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which Yodezeen may be entitled at law or in equity.

4. Consequences

If Yodezeen becomes aware that you have violated any of the terms and conditions contained in this legal statement, the company may immediately take corrective action. Such measures include preventing the user from using the services offered by Yodezeen.

Yodezeen is especially determined to protect its intellectual property rights in case of any violation either provided by these Terms or by the legislation of the service location.

If the violation won't stop, Yodezeen reserves the right to send you warning letters, and in case no solution or agreement is reached by peaceful means, the dispute will be resolved in court. The disputes shall be resolved in accordance with the provisions of Section 8 of these Terms.

If Yodezeen has been injured by your violation, the company may, in its sole discretion, seek to recover damages.

5. Electronic communication

In connection with your use of the Service, we may send you electronically all communications, agreements, documents, receipts, notices, and disclosures which relates to Service and which the Yodezeen Site provides. We may provide these communications to you via email or via means of communication of your choice.

6. Information on this Site

The information contained on this Site is given for general information and interest purposes only. The Yodezeen Site is aimed to highlight Yodezeen's design services and demonstrating possible results ("**Projects**"). We do not guarantee that as a result of our cooperation you will be able to use the same Projects as represented on the Site, given that some of them are intended for commercial use and may become the distinguishing feature of a company. In such a case the design is a part of the business model and its usage by the other company is defined as unfair competition.

Whilst we try and ensure the information contained on the Site is accurate and up to date, we cannot be responsible for any inaccuracies in the information. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this Site.

7. Links to third-party Sites

This Site may contain links to other websites, some of which are operated by Yodezeen or its affiliates and others of which are operated by third parties. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not necessarily reviewed all the information on those other sites and are not responsible for the content of those or any other sites or any products or services that may be offered through those or any other sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites. Yodezeen is not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites.

8. Applicable law and Jurisdiction

The applicable laws of Ukraine govern these Terms of Use and your use of the Site, and you irrevocably consent to the exclusive jurisdiction of the courts located in Ukraine for any action arising out of or relating to these Terms of Use or use of this Site. We recognize that it is possible for you to obtain access to this Site from any jurisdiction in the world, but we have no practical ability to prevent such access. This Site has been designed to comply with the laws of Ukraine. If any material on this Site, or your use of the Site, is contrary to the laws of the place where you are when you access it, the Site is not intended for you, and we ask you not to use the Site. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

9. Warranties and disclaimers

Use of this Site is exclusively at the sole risk of you, the user. Yodezeen is not responsible if the information on this Site is inaccurate or incomplete. Any reliance upon the material of this Site shall be at the user's own risk. You agree that it is your responsibility to monitor any changes to the material and the information contained on this Site.

This Site is provided to you on an "as is" and "as available" basis. Consequently, Yodezeen gives no warranties of any kind, whether express, implied, statutory, or otherwise (including the implied warranties of merchantability and fitness for a particular purpose). Such warranties include, but are not limited to, any representations that material on this Site is complete, accurate, reliable, timely, and non-infringing on third parties; that access to this Site is uninterrupted or error-free; that this Site is secure; or that any advice or opinion obtained from Yodezeen through this Site is accurate or reliable. Any such representations or warranties thereto are expressly disclaimed.

Yodezeen reserves the right to restrict or terminate your access to this Site, or any feature of this Site or part thereof, at any time.

10. Liability

Yodezeen, and any other parties involved in the creation, production, or delivery of this Site on the company's behalf, shall not be held liable or responsible in any way for:

- any direct, indirect, incidental, or consequential, damages, costs, losses;

Or liabilities that may occur as a result of:

- your use and/or inability to use the Yodezeen Site;
- access to the Yodezeen Site;
- changes in the contents of this Site or from any other Site accessed through a link from this Site;
- any action Yodezeen takes or fails to take as a result of any electronic mail messages sent by the user to Yodezeen.

Yodezeen, and any other parties involved in the creation, production, or delivery of this Site, shall have no responsibility to: maintain the material and services made available on this Site or to supply any corrections, updates, or releases in connection herewith. Any material on this Site is subject to change without notice.

11. Indemnification

In case Yodezeen gets sued because of something that you did, you agree to defend and indemnify us. You agree to defend Yodezeen and its employees and hold us harmless from any legal claims and/or demands, including reasonable attorney's fees that may arise from your action, use/misuse of our Services, your breach of the Terms.

Yodezeen reserves a right to handle our legal defense however we see fit, including instances when you are indemnifying us. Therefore you agree to cooperate with us so we execute our strategy.

12. Changes to these terms of use

Yodezeen reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Use, in whole or in part, at any time, by posting revised terms on the Site. It is your responsibility to check periodically for any changes we make to the Terms of Use. Your continued

use of the Site after any changes to the Terms of Use or other policies means you accept the changes.

In the event we make material changes to the Terms of Use, notice of the changes will be posted on the homepage of this Site and the revised terms will take effect immediately after their publication on the Site.

13. Headings

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

14. Severability

If any provision of these Terms is determined to be unlawful, void or unenforceable, the remaining provisions of these Terms will continue to be fully valid, binding, and enforceable.

Contact us

If you have any questions or comments about these Terms of Use or this Site, please contact us by:

Emailing us at: info@yodezeen.com.

Writing to the following address:

Ukraine, 03035, Kyiv, 3 Vasylia Surykova st., bulk 8 B letter H

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