



CAVEDIGITAL SMART GOVERNANCE

TERMS OF USE AND CONDITIONS

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Last Modified: May 25th, 2020

INTRODUCTION

These terms and conditions are subject to change. These terms and conditions are in addition to CAVEDIGITAL SMART GOVERNANCE's PRIVACY POLICY and CHANGE AND CANCELLATION TERMS.

By placing an order with and/or using CAVEDIGITAL SMART GOVERNANCE, you confirm that you agree with and bound by the terms and conditions below.

ACCEPTABLE USE OF CAVEDIGITAL SMART GOVERNANCE

CAVEDIGITAL SMART GOVERNANCE is trusted by its users, and we trust you to use our Service responsibly. You agree not to misuse the Service. For example, you must not attempt to do the following things:

To use the Service for any unlawful purposes or for promotion of illegal activities;

To post any Content on the Service in violation of any applicable law, including intellectual property laws and right of privacy or publicity laws, or any contractual obligation;

To impersonate others through the Service or otherwise misrepresent your affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others;

To publish or post other people's private or personally identifiable information, such as credit card numbers, street address or Social Security/National Identity numbers, without their express authorization and permission;

To send unsolicited communications, promotions or advertisements, or spam;

To publish or link to malicious content intended to damage or disrupt another user's browser or computer or to compromise a user's privacy;

To access, tamper with, or use non-public areas of the Service, CAVEDIGITAL's computer systems, or the technical delivery systems of CAVEDIGITAL's providers;

To probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

To access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");

To forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information;

To interfere with, or disrupt, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service. International users agree to comply with all local laws regarding online conduct and acceptable content.

We may investigate and/or suspend your account or subscription if you violate any of the above rules. Furthermore, we reserve the right to immediately terminate your account or subscription without further notice in the event that, in our sole and absolute judgment, you violate these Terms, or abuse the use of our Service.

ACCEPTABLE USE POLICY

It is your responsibility always to:

Use our service and services in a manner which does not violate any applicable laws or regulations;

Respect the legal protection afforded by copyright, trademarks, license rights and other laws to materials accessible via our service;

Respect the privacy of others;

Use the service in a manner which does not interfere with or disrupt other network users, services or equipment;

Refrain from acts that waste resources or prevent other users from receiving the full benefit of our service;

Ensure your use of our service remains ethical and in accordance with accepted community standards;

and

You must always comply with law. You will be in breach of this policy on violation of local law or international laws.

IT IS NOT ACCEPTABLE TO USE OUR SERVICE TO:

- Violate copyright or other intellectual property rights;
- Illegally store, use or distribute software; transmit threatening, obscene or offensive materials;
- Engage in electronic 'stalking' or other forms of harassment such as using abusive or aggressive language;
- Misrepresent or defame others;
- Commit fraud;
- Gain unauthorized access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the Internet;
- Damage, modify or destroy the files, data, passwords, devices or resources of the Service, other users or third parties;
- Engage in misleading or deceptive on-line marketing practices;
- Conduct any business or activity or solicit the performance of any activity that is prohibited by law;
- Make an unauthorized transmission of confidential information or material protected by trade secrets;
- "Spam" or engage in "spamming" activities;
- Engage obscene speech or materials, this includes, advertising, transmitting, storing, posting, displaying or otherwise making available; child pornography, offensive sexual content or materials or any other obscene speech or material;
- Post or transmit defamatory, harassing, abusive or threatening language;
- Create, distribute or provide information/data regarding internet viruses, worms, Trojan horses, ping, flooding, mail-bombing or denial of service attacks;
- Facilitating a violation of this Acceptable Use Policy;
- Perform any other action through utilization of any service which we deem unsatisfactory;
- Attempt to do any of the above.

You agree that we may at our discretion and by order of any law enforcement agency disclose information relating to your account and use of Service. We may also report any action we find in breach of this agreement, local, state, federal or international laws and cannot be held liable for any outcome resulting in our actions.

CAVEDIGITAL SMART GOVERNANCE'S PROPERTY, COPYRIGHTS AND FEEDBACK

All right, title, and interest in and to the CAVEDIGITAL SMART GOVERNANCE (excluding content provided by users) are and will remain the exclusive property of CAVEDIGITAL and its licensors.

CAVEDIGITAL SMART GOVERNANCE is protected by copyright, trademark, and other laws of both Portugal and foreign countries. Nothing in the Terms gives you a right to use the CAVEDIGITAL SMART GOVERNANCE name or any of the CAVEDIGITAL trademarks, logos, domain names, and other distinctive brand features.

Any feedback, comments, or suggestions you may provide regarding CAVEDIGITAL SMART GOVERNANCE, is entirely voluntary and we will be free to use such feedback, comments or suggestions, as well as your logo and company name as we see fit and without any obligation to you.

LIABILITY AND INDEMNITY

You agree that we shall have no liability to you or any other person with respect to any loss of service, data, business, indirect, incidental, consequential, special, exemplary or punitive damages, including loss of profit/goodwill for any matter whether such liability is asserted on the basis of contract, tort, breach of warranties either expressed or implied.

You agree to defend, indemnify, save and hold us, our staff and suppliers from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against us, our agents, our clients, our offices and employees, that may arise or result from any service provided, performed or agreed to be performed or any product sold by a customer, their agents and employees.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable Law, in no event shall CAVEDIGITAL, its affiliates, agents, directors, employees or suppliers be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this service.

Under no circumstances will CAVEDIGITAL be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the service.

To the maximum extent permitted by applicable Law, CAVEDIGITAL assumes no liability or responsibility for any:

- (i) Errors, mistakes, or inaccuracies of content;
- (ii) Personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service;
- (iii) Any unauthorized access to or use of our secure servers and/or any and all personal information stored therein;
- (iv) Any interruption or cessation of transmission to or from the service;
- (v) Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party;
- (vi) Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the service; and/or;
- (vii) User content or the defamatory, offensive, or illegal conduct of any third party.

In no event shall CAVEDIGITAL, its agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to company hereunder.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if CAVEDIGITAL has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by Law in the applicable jurisdiction.

Some states do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable Law.

GOVERNING LAW

The agreement and services will be governed by Portuguese and European Union Laws.

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MISCELLANEOUS

Quoted times for account and subscription activation are estimates and we do not guarantee or imply activation within the quoted time frame.

We may delay or refuse activation if:

- Payment is not cleared or received in full;
- We believe the order, information or payment is fraudulent;
- You have any outstanding value with relation to any other account or subscription;
- You might be proposed for use that voids our Acceptable Use policy;
- There is any other reason which we deem satisfactory.

We may send notification of the Service activation, however our contact details must be correct and up to date.

This is not the final word that your CAVEDIGITAL SMART GOVERNANCE is fully active and ready for use, you must ensure that your "Device" is fully functional.

You release us of any claim arising from failed hosting or internet connectivity, whether at fault of our system, our staff, or any other factor, out of our reasonable control.

We may use anonymized aggregated data to provide additional functionality and analytics.