

Terms and Conditions

Last updated :

Welcome to the **Advision Website Terms & Conditions** (“**Terms**”) for Website <https://www.advision.digital> owned and operated by **ADVISION LLC**, a limited liability company incorporated in Ukraine and having its business address at 51925, Dnipropetrovsk region, Kamianske, Prokhodny Tupik, 10 (“**Company**”, “**we**”, or “**us**”).

These Terms are a legal contract that governs your use of and access to this Website (referred to in these Terms as the “**Website**”) and all the text, data, information, software, graphics, logos, videos, applications, tools, and features (collectively, the “**Services**”) that Company and its affiliated companies may make available to you on the Website. Please read these Terms carefully, as they include important information about your legal rights.

By using or accessing the Services, you agree to these Terms. For purposes of these Terms, “**you**” and “**your**” means you as the user of the Website Services.

We specialize in providing AdTech and MarTech software solutions, including providing CMS for Digital Signage, audio systems, and DOOH SSP, Wi-Fi tracking for advertising monetization. To conclude the contract related to services mentioned herein, please, contact us via email: hello@advision.digital

WHO MAY USE THE SERVICE

You must be 18 years of age or older to use our Services. Children under the age of 18 are not permitted to use the Services. By using the Services, you represent and warrant that you meet these requirements.

OUR PRIVACY STATEMENT

Our Privacy Statement describes how we handle the information you provide to us when you use our Website and Services. For an explanation of our privacy practices, please visit the Privacy Statement.

We are committed to protecting your Privacy. We constantly review our systems and data to ensure the best possible service to you. There are specific offences for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

RIGHTS WE GRANT YOU

License Grant. Subject to your compliance with these Terms, Company hereby grants you a personal, worldwide, royalty-free, non-assignable, non-sublicensable, non-transferable, and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us in the manner permitted by these Terms and subject to the use restrictions described below.

Restrictions On Your Use of the Services. You may not do any of the following unless laws prohibit these restrictions or you have our written permission to do so:

- ! download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services;
- ! duplicate, decompile, reverse engineer, disassemble, or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- ! use, reproduce, or remove any copyright, trademark, trade names, slogan, logos, images, service marks, or other proprietary notations displayed on or through the Services;
- ! use cheats, automation software (bots), hacks, modifications (mods), or any other unauthorized third-party software designed to modify the Services;

- ! use the Services in any manner that could disable, overburden, damage, disrupt or impair the Service or interfere with any other party's use of the Services or use any device, software, or routine that causes the same;
- ! attempt to gain unauthorized access to, interfere with, damage, or disrupt the Services or the computer systems or networks connected to the Service;
- ! circumvent, remove, alter, deactivate, degrade, or thwart any technological measure or content protections of the Services;
- ! use any robot, spider, crawler, or other automatic devices, process, software, or queries that intercept, "mines," scrapes, or otherwise accesses the Services to monitor, extract, copy, or collect information or data from or through the Services, or engage in any manual process to do the same;
- ! introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- ! use the Services for illegal, harassing, unethical, or disruptive purposes;
- ! violate any applicable law or regulation in connection with your use of the Services; or
- ! use the Services in any way not expressly permitted by these Terms.

OWNERSHIP AND CONTENT

Ownership of the Services. The Services and their content, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information, and other materials, are protected under copyright, trademark, and other intellectual property laws. You agree that Company and/or its licensors own all rights, title, and interest in and to the Services (including any and all intellectual property rights therein), and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content (other than your content), including, without limitation, the exclusive right to create derivative works.

Ownership of Trademarks. The Company name, Company terms, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors; other names, logos, product, and service names, designs, and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

THIRD-PARTY SERVICES AND MATERIALS

Use of Third-Party Materials in the Services. Certain Services may display, include or make available content, data, information, applications, or materials from third parties ("**Third-Party Materials**") or provide links to certain third-party websites. By using the Services, you acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third-Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third-Party Materials or websites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other websites are provided solely as a convenience to you.

DISCLAIMERS AND INDEMNIFICATION

Disclaimers. Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, Company, its officers, directors, employees, agents, representatives, partners, and licensors DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company makes no warranty or representation and disclaims all responsibility and liability for (a) the completeness, accuracy, availability, timeliness, security, or reliability of the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility with any other application or any particular system

or device; and (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. No advice or information, whether oral or written, obtained from the Company or through the Services, will create any warranty or representation not expressly made herein.

Legal advice. The information contained in these Terms is provided for informational purposes only and should not be construed as legal advice on any matter. We recommend contacting professional lawyers to seek a piece of legal advice on your matter with respect to your personal circumstances or whatsoever is needed.

Indemnification. By entering into these Terms and using the Services, you agree that you shall defend, indemnify and hold Company harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) any unauthorized use of the Services; or (d) your negligence or willful misconduct.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER, CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES

LAW AND LITIGATION

The laws of Ukraine govern these terms and conditions. By accessing this Website and using our Services, you consent to these Terms and the exclusive jurisdiction of the Ukrainian courts in all disputes arising out of such access. Failure of the Company to enforce any of the provisions set out in these Terms and any Agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

Confidentiality. The records are regarded as confidential and, therefore, will not be divulged to any third party other than our employees and, if legally required to do so, to the appropriate authorities. We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any email sent by the Company will only be in connection with the provision of agreed services and your subscriptions.

ADDITIONAL PROVISIONS

Updating These Terms. We may modify these Terms from time to time, in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by email and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review the Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting or at a later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.

Severability. If any provision of these Terms shall be unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Independent Parties. The Company is an independent contractor and not your agent in the performance of this Agreement. There are no third-party beneficiaries (except the indemnitees referenced herein).

Entire Agreement. These Terms constitute the entire agreement between the parties regarding the use of the Website and will supersede all prior agreements between the parties, whether written or oral. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter these Terms.

Force Majeure. The Company will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond the Company's reasonable control. Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party, including but not limited to any Act of God, terrorism, war (which means not only political regime of a country itself but active military operations or other circumstances such as black-outs that results in an inability to perform operations usually), political insurgence, insurrection, riot, civil unrest, an act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any party affected by such event shall forthwith inform the other party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any agreement contained herein.

Waiver. The failure of a party to require performance of any provision will not affect that party's right to require performance at any time thereafter, nor will a waiver of any breach or default of this Agreement or any provision of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Assignment. These Terms and the licenses granted hereunder may be assigned by Company but may not be assigned by you without the prior express written consent of the Company.

Governing Law. The Terms are governed by the laws of Ukraine.

How to Contact Us. All notices to the Company must be delivered in writing by courier, certified or registered mail (postage prepaid and return receipt requested), electronic mail, or as otherwise specified by the Company. Legal notices to us must be sent to hello@advision.digital with a copy to Company, Attn.: 51925, Dnipropetrovsk region, Kamianske, Prokhodny Tupik, 10.

Contact us

If you have any additional questions regarding these Terms or any related matters, you may contact us by email at: hello@advision.digital.