

# **Vertabelo Mobile ORM**

## **Terms of Service**

**PLEASE READ ALL OF THE FOLLOWING TERMS OF SERVICE BEFORE USING THIS WEBSITE**

### **A. General Terms**

1. These Terms of Service ("ToS") govern users access to and use of the Vertabelo Mobile ORM website available at <http://mobiorm.com> and any information, text, graphics, photos, films or other materials downloaded or appearing on the Vertabelo Mobile ORM website ("WebSite") and Vertabelo Mobile ORM service available in the WebSite (collectively referred to as "Service").
2. These ToS (and documents mentioned below) are the entire and exclusive agreement between Vertabelo sp. z o.o. and the entity that uses the Service (the "User") regarding the Service, unless a separate agreement in writing regarding the Service was made. In the event of a discrepancy between the agreement and these ToS, the agreement shall prevail the ToS.
3. These Service is operated and provided by Vertabelo sp. z o.o., ul. Filona 16, 02-658 Warsaw, Poland, registered in the register of entrepreneurs maintained by the District Court for the Capital City Warsaw, XIII Commercial Division of the National Court Register under the number 0000620026, NIP 5213728840. If you have any questions regarding the Service, please contact us ([contact@mobiorm.com](mailto:contact@mobiorm.com)).
4. Any complaints regarding the use of the Service User should report via email to the address [contact@mobiorm.com](mailto:contact@mobiorm.com). Vertabelo sp. z o.o. will consider complaints within 14 days of receipt.

### **B. Using of Service**

1. The WebSite can be used by viewing its content anonymously. Please read the information on the Privacy Policy [<http://www.mobiorm.com/privacy-policy.pdf>].
2. The using of the Service is free of charge.
3. Vertabelo Mobile ORM is the Service which allows you to generate data access layer source code for mobile platforms directly from Vertabelo database model (see <http://www.vertabelo.com> for details of the Vertabelo service).
4. User has the right to use the Service in accordance with its intended purpose described in paragraph 3 above, provided that the action does not affect the general provisions of law and the rights of third parties.

### **C. Intellectual property**

1. This Service is protected by copyrights, industrial property, international treaties, and/or other proprietary rights and laws of the Republic of Poland and other countries. Using the Services User agrees to abide by all applicable copyright and other laws including copyright and industrial property law.
2. The Service has been developed, compiled, prepared, revised, selected, and arranged by Vertabelo sp. z o.o. and constitutes valuable intellectual property of Vertabelo sp. z o.o.. All present and future rights in and title to the Service are reserved to Vertabelo sp. z o.o. for its exclusive use.
3. Except as specifically permitted by the ToS or the Website, User can not copy, download or make any use of the Service or any portion thereof. Except as specifically permitted herein, you shall not use the Service for any purpose, without Vertabelo sp. z o.o. prior written approval.
4. User can not use any content from WebSite in any other way than by WebSite.
5. User do not acquire any rights to the Service or its features, except as expressly set out in these ToS or in the content of the WebSite.

### **D. Restriction of Use**

1. User can not use the Service for any illegal purpose or in any manner inconsistent with this ToS.
2. User has no right to use the Service for providing any illegal or protected by copyright third person content.

### **E. Disclaimer and Limitation of Liability in the case using the Service by User who is not consumer within the meaning of Article 22<sup>1</sup> civil code.**

1. User accesses to and uses of the Services is at your own risk. Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, VERTABELO DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content thereon. Vertabelo sp. z o.o. will not be responsible or liable for any harm to User computer system, loss of data, or other harm that results from User accesses to or use of the Services. We make no warranty that the Services will meet User requirements or be available on an uninterrupted, secure,

or error-free basis. No advice or information, whether oral or written, obtained from Vertabelo sp. z o.o. or through the Services, will create any warranty not expressly made herein.

2. Vertabelo sp. z o.o. does not warrant that the Service is compatible with your equipment or that the Service, or e-mail sent by Vertabelo sp. z o.o. or its representative, is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and is not liable for any damage User may suffer as a result of such destructive features. Vertabelo sp. z o.o. directors, officers, employees, representatives shall have no responsibility or liability for: (i) any injury or damages, whether caused by the negligence of Vertabelo sp. z o.o. or its directors, officers, employees, representatives or otherwise arising in connection with the Service and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages, or any claim against Vertabelo sp. z o.o. by any other party; or (ii) any fault, inaccuracy, omission, delay, or any other failure in the Service caused by User computer equipment or arising from your use of the Service on such equipment. The content of other websites, services, goods, or advertisements that may be linked to the Service is not maintained or controlled by Vertabelo sp. z o.o.. Vertabelo sp. z o.o. is therefore not responsible for the availability, content, or accuracy of other websites, services, or goods that may be linked to, or advertised on, the Service.

#### **F. User personal data**

Vertabelo sp. z o.o. is the controller of personal data provided by User in the meaning of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2002 No. 101, item. 926 with later amendments ). Personal data relating to the User or communicated in the course of providing the Service by User will be processed in order to perform the Service, as well as the fulfillment of the legitimate objectives Vertabelo sp. z o.o.. User has the right to access and correct them. User who is a natural person (including a natural person engaged in economic activity) has the right to object to the processing of their data for marketing purposes.

#### **G. Modifications**

1. Vertabelo sp. z o.o. has the right to revise this ToS at any time. The most current version of this ToS will always be posted on WebSite. Vertabelo sp. z o.o. encourage User to review the actual ToS whenever User visits WebSite.
2. Vertabelo sp. z o.o. will try to let User know in advance via e-mail about new version od ToS.

3. By continuing to access or use the Services after revisions become effective, User agree to be bound by the revised Terms. If User does not agree to the new ToS, please stop using the Services.

#### **H. Governing Law**

In case of dispute between Vertabelo sp. z o.o. and User the law of the Republic of Poland is applicable.

#### **I. Privacy Policy**

Any information that User provide to Vertabelo sp. z o.o. is subject to our Privacy Policy (<http://mobiorm.com/privacy-policy.pdf>) which governs our collection and use of User's information.