

# Nerdbord User Terms and Conditions

## 1. GENERAL

- 1.1. The owner of this website (hereinafter **the Website**) is Nerdbord OÜ (registry code 16465310), address Narva mnt 7, 10117 Tallinn, Estonia (hereinafter **the Owner**). The purpose of the following provisions in these terms and conditions (hereinafter **the Terms and Conditions**) is to govern the use of the Website for persons that may come here as visitors, potential users and/or customers, partners or have any other type of interest in Nerdbord platform(hereinafter **the User**).
- 1.2. In the context of the Terms and Conditions, the following terms “We,” “Us,” or “Our,” refer to the Owner.’
- 1.3. The term “You” in the context of the Terms and Conditions refers to the User.
- 1.4. Services:
  - 1.4.1. We are providing a platform where users can practise Javascript related skills on provided learning materials that include text, video, images, code repositories, design files, all of which are protected by copyright law.
  - 1.4.2. Our services are classified as follows:
    - 1.4.2.1. Full access pricing plan. Unlimited access to the platform where price can vary based on monthly or annual subscriptions as well as applied discounts. Detailed and up to date pricing is always available inside the platform. Rules for Customers that are using Subscription based pricing plans (**Subscribers**) are available in section 2 of these Terms and Conditions.
    - 1.4.2.2. Enterprise Pricing plan. Fees under this pricing plan are negotiated individually with the customer and are offered based on a case-by-case basis. Relationships with the Customers using Enterprise pricing plan are governed by these Terms and Conditions and Separate Service Agreements.
- 1.5. You confirm that you have read all the terms herein and agree that you have clearly understood and accepted the Terms and Conditions and in case You do not agree or fail to comply with the conditions herein You are not entitled to engage in using the Website.
- 1.6. Cookies (hereinafter **a Cookie**) are a small amount of data generated by a website and saved by your web browser. Its purpose is to remember information about you, similar to a preference file created by a software application.

## 2. Charges and Payments.

- 2.1. To access unlimited features of the Platform, the Customers are able to Subscribe to paid pricing plans.

- 2.2. Fees and charges are available inside the platform.
- 2.3. All fees are stated in Euro currency, without any applicable taxes.
- 2.4. When subscribing to our paid services, you expressly authorise that third-party service provider will process your payment. Rules and conditions of third-party service provider will apply. Detailed information about personal data collected by third-party service provider is available in our [Privacy Policy](#).
- 2.5. In the event that You may fail to pay for our services, we are authorised to limit your access to our paid services from the first day of the late payment.

#### **2.6. Authorization of recurring payments.**

- 2.6.1. All our Subscription plans require authorization of recurring payments.
- 2.6.2. You are responsible for updating the payment method accordingly so that we are able to provide the Services to You.
- 2.6.3. If available, you can choose from monthly or annual payments.
  - 2.6.3.1. Monthly payments shall be charged by the 15 day of each calendar month.
  - 2.6.3.2. Annual payments will be charged at the anniversary date of subscription (date of the first subscription).

#### **2.7. Cancelling Your subscription.**

- 2.7.1. According to the § 49 of Estonian Law of Obligations You are allowed to cancel the Subscription within 14 days from the moment of entry into the Subscription without giving any reason.
  - 2.7.1.1. When cancelling the Subscription within the first 14 days, we will fully reimburse the cancelled subscription fee.
- 2.7.2. In all other situations that are not governed by 2.7.1. You are allowed to cancel Subscription by “Manage Subscription” button in profile Settings.
- 2.7.3. When cancelling Your Subscription, You Agree that there will be no refunds for the subscription fee paid for the current period, except for the exceptions regulated by 2.7.1.

### **3. RESTRICTIONS**

- 3.1. You agree not to, and You will not permit others to:

- 3.1.1. licence, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Website or make the platform available to any third party;
  - 3.1.2. modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Website;
  - 3.1.3. remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Owner or its affiliates, partners, suppliers or the licensors of the Website;
  - 3.1.4. use the Website in any way that violates national and/or international applicable laws and regulations;
  - 3.1.5. introduce any viruses, trojan horses, logic bombs, worms or other material which is malicious or technologically harmful;
  - 3.1.6. attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- 3.2. The Owner is a limited liability company registered in Estonia. Access to the Website or services/products offered on the Website by certain persons or in certain countries may be contrary to the law. It is the User's responsibility to determine whether the use of the Website and/or services/products offered on the Website are in compliance with the local applicable regulations.
- 3.3. Services offered, regardless of their manner of presentation on the Website, shall not be deemed as a proposal to enter into contract neither as providing investment opportunities nor advice.

#### **4. LINKS TO OTHER WEBSITES**

- 4.1. The Website may contain links to other websites that are not operated by Us. If You click on a third-party link, You will be directed to that third party's site. We strongly advise You to review the terms and conditions of every site You visit.
- 4.2. We have no control over and assume no responsibility for the content, terms and conditions or practices of any third-party sites or services.

#### **5. COOKIES**

- 5.1. The Owner uses cookies to identify the areas of Our website that You have visited.
- 5.2. A Cookie is a small piece of data stored on Your computer or mobile device by Your web browser. We use Cookies to personalise the Content that You see on Our Website. Most web browsers can be set to disable the use of Cookies. However, if You disable Cookies, You may not be able to access functionality of Our website correctly or at all. You can read our [Privacy Policy](#) to learn more about Cookies and their functionalities.

## 6. MODIFICATIONS TO THE WEBSITE

- 6.1. The Owner reserves the right to modify, suspend or discontinue, temporarily or permanently, the Website or any service to which it connects, without notice and without liability to the User.
- 6.2. The Owner may from time to time provide enhancements or improvements to the features/functionality of the Website, which may include patches, bug fixes, updates, upgrades and other modifications.
- 6.3. Updates may modify or delete certain features and/or functionality of the Website. You agree that the Owner has no obligation to provide any updates or continue to provide or enable any particular features and/or functionalities of the website to the User.
- 6.4. You further agree that all updates will be deemed to constitute an integral part of the website, and subject to the Terms and Conditions.

## 7. THIRD PARTY SERVICES

- 7.1. We may display, include or make available third-party content (including data, information, applications and other products / services) or provide links to third-party websites or services (hereinafter referred to as **Third-Party Services**).
- 7.2. You acknowledge and agree that the Owner shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Owner does not assume and shall not have any liability or responsibility to the User or any other person or entity for any Third-Party Services.
- 7.3. Third-Party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions.

## **8. INDEMNIFICATION**

You agree to indemnify and hold the Owner and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, arising out of Your use of the website or violation of any right of a third party.

## **9. NO WARRANTIES**

**9.1.** The Website is provided to You „as is“ and „as available“ and with all faults and defects without warranty of any kind.

9.2. To the maximum extent permitted under applicable law, the Owner, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the website, including all implied warranties or merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

9.3. Without limitation, the Owner provides no warranty or undertaking, and makes no representation of any kind that the Website will meet the User's requirements, achieve any intended results, be compatible or work with any other software, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

9.4. Without limitation, the Owner shall not make any representation or warranty of any kind, express or implied:

9.4.1. as to the operation or availability of the Website, or the information, content, and materials or products included thereon;

9.4.2. that the Website will be uninterrupted or error-free;

9.4.3. as to the accuracy, reliability, or currency of any information or content provided through the Website;

9.4.4. that the Website, its servers, the content, or e-mails sent from or on behalf of the Owner are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

## **10. SEVERABILITY**

If any provision of the Terms and Conditions is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## **11. PRIVACY POLICY**

- 11.1. In order to operate the Website, the Owner employs third party service providers that may process personal data for the purpose of providing services and/or for the purpose of compliance with legal obligations. The Owner undertakes to adhere to best practices and principles of personal data processing, compliant with all applicable legislation, including the European Union General Data Protection Regulation. Any personal data processed shall be processed in a fair and transparent manner. The Owner limits the amount of personal data collected to what is required for efficient operation of the Website. The Owner implements security measures necessary to ensure the confidentiality, security and integrity of collected personal data.
- 11.2. Details on how personal data is collected, stored, secured and processed is described in the [Privacy Policy](#) of the Owner which is an integral part of the basis for the service provision.

## **12. DISCLAIMER**

- 12.1. The Owner is not responsible for any content, code or any other imprecision.
- 12.2. The Owner does not provide warranties or guarantees.
- 12.3. In no event shall the Owner be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Website.
- 12.4. The Owner reserves the right to make additions, deletions, or modifications to the contents on the Website at any time without prior notice.
- 12.5. The Owner reserves the right to remove User from the Subscription with full refund of the ongoing subscription.

## **13. APPLICABLE LAW**

- 13.1. All matters relating to the Website or any particular products/services offered on the Website and all matters related to these Terms and Conditions and any claims or disputes arising

therefrom or related thereto, shall be governed by the laws of Estonia without giving effect to any choice or conflict of law provision or rule.

13.2. The Harju County Court shall have an exclusive jurisdiction to solve any disputes or claims if it is not possible to settle them in an extrajudicial manner.

The Owner presumes that the User has understood and accepted the current "Terms and Conditions", and "Privacy policy" before using the Website.