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ModestoGroup OÜ ("M-FLOWERS") operates each website ("Site") that links to these Terms of Use to provide online access to information about ModestoGroup OÜ and the products, services, and opportunities we provide. Use of the ModestoGroup OÜ Service is governed by our Customer Terms of Service, available at <https://m-flowers.com>

By accessing and using the Site, you agree to these Terms of Use.

ModestoGroup OÜ reserves the right to modify these Terms of Use at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by these Terms of Use as modified. The last date these Terms of Use were revised is set forth below.

1. Permitted Use of The Site

You may use the Site, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "Content") solely for your non-commercial, personal purposes and/or to learn about ModestoGroup OÜ products and services, and solely in compliance with these Terms of Use.

2. Prohibited Use of The Site

By accessing the Site, you agree that you will not:

Use the Site in violation of these Terms of Use;

Use the Site in violation of the terms of ModestoGroup OÜ 's Acceptable Use Policy at <https://m-flowers.com>.

Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Site, or otherwise attempt to discover any source code, or allow any third party to do so;

Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Content or Service in any way;

Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Site in a manner that sends more request messages to the ModestoGroup OÜ servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;

Use the Site in any manner that damages, disables, overburdens, or impairs any ModestoGroup OÜ website or interferes with any other party's use and enjoyment of the Site;

Mirror or frame the Site or any part of it on any other web site or web page.

Attempt to gain unauthorized access to the Site;

Access the Site by any means other than through the interface that is provided by ModestoGroup OÜ for use in accessing the Site;

Use the Site for any purpose or in any manner that is unlawful or prohibited by this Agreement.

Any unauthorized use of any Content or the Site may violate patent, copyright, trademark, and other laws.

3. Copyrights and Trademarks

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Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement on the Site or the Service should be sent to ModestoGroup OÜ's designated Copyright Agent. See the Claims of Copyright Infringement instructions below.

4. Information and Materials You Post or Provide

You represent that you have all right, title, and interest to materials you post on the Site or provide to ModestoGroup OÜ ("Materials"), including but not limited to any consent, authorization, release, clearance or license from any third party (such as, but not limited to, any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input or submit the Materials, and that posting such Materials does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, or otherwise constitute the breach of any agreement with any other person or entity. You further represent and warrant that you are who you say you are, that you have not submitted fictitious, false or inaccurate information about yourself, and that all information contained in the posted Materials is true and your own work or work you are authorized to submit, and that the posted Materials do not contain any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic, material, or other material that would violate any other applicable law or regulation. You agree that you will not knowingly and with intent to defraud provide material and misleading information. You represent and warrant that the Materials you supply do not violate these Terms of Use.

5. Links to Third-Party Web site

Links on the Site to third party web site or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by ModestoGroup OÜ of the third party, the third-party web site, or the information there. ModestoGroup OÜ is not responsible for the availability of any such web site. ModestoGroup OÜ is not responsible or liable for any such web site or the content thereon. If you use the links to the web site of ModestoGroup OÜ

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6. Downloading Files

ModestoGroup OÜ cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

7. Disclaimers; Limitations of Liability

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IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, ModestoGroup OÜ IS DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AGREE THAT THE AGGREGATE LIABILITY OF ModestoGroup OÜ AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SERVICE PROVIDERS, LICENSORS OR SUPPLIERS SHALL IN ALL CASES BE LIMITED TO ONE HUNDRED DOLLARS.

8. Indemnification

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless ModestoGroup OÜ , its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site or the Content, or any violation by you of these Terms of Use.

9. Privacy

Your use of the Site is subject to ModestoGroup OÜ 's Privacy Policy, available at <https://m-flowers.com/privacy>.

10. Additional Terms of Service

If you are a customer of ModestoGroup OÜ or an employee, representative or agent of a ModestoGroup OÜ customer, your use of the ModestoGroup OÜ Service is subject to ModestoGroup OÜ 's, available at <https://m-flowers.com/terms-of-service>.

11. General Provisions

a. Entire Agreement/No Waiver. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by ModestoGroup OÜ of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b. Correction of Errors and Inaccuracies. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. ModestoGroup OÜ therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. ModestoGroup OÜ does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

c. Enforcement/ Choice of Law/ Choice of Forum. If any part of these Terms of Use is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of these Terms of Use, all of which will remain in full force and effect. Any and all disputes relating to these Terms of Use, ModestoGroup OÜ 's Privacy Policy, your use of the Site, any other ModestoGroup OÜ web site or the Content are governed by, and will be interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws provisions. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts in Boston, Massachusetts in the event of any dispute of any kind arising from or relating to these Terms of Use, ModestoGroup OÜ 's Privacy Policy, your use of the Site, any other ModestoGroup OÜ web site or the Content

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Claims of Copyright Infringement

DMCA Notices

ModestoGroup OÜ respects the intellectual property rights of others, and we ask our users to do the same. ModestoGroup OÜ may, in its sole discretion, suspend the access or terminate the accounts of users who violate others' intellectual property rights.

If you believe that your work has been copied in a way that constitutes infringement on ModestoGroup OÜ 's website, please provide the following information to ModestoGroup OÜ 's Copyright Agent.

Contact ModestoGroup OÜ :

The ModestoGroup OÜ Copyright Agent for notice of claims of copyright infringement on or relating to this website ("Notifications") can be reached either by sending an e-mail to info@M-flowers.com or by sending a letter via U.S. Mail to: ModestoGroup OÜ , Registry code 16203107, Tallinn, Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315, 10120, Attn: General Counsel.

Submission of Notification:

To be effective, the Notification must include the following:

- a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed ("Complaining Party");
- b) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit ModestoGroup OÜ to locate the material;
- d) Information reasonably sufficient to permit ModestoGroup OÜ to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- e) A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Receipt of Notification:

Upon receipt of the written Notification containing the information as outlined in 1 through 6: a) ModestoGroup OÜ will remove or disable access to the material that is alleged to be infringing;

b) ModestoGroup OÜ will forward the written notification to such alleged infringer (the "Alleged Infringer");

c) ModestoGroup OÜ will take reasonable steps to promptly notify the Alleged Infringer that it has removed or disabled access to the material.

Counter Notification:

An Alleged Infringer may submit a Counter Notification to contest the claim of alleged infringement. To be effective, a Counter Notification must be a written communication provided to ModestoGroup OÜ 's Copyright Agent that includes substantially the following:

- a) A physical or electronic signature of the Alleged Infringer;
- b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- c) A statement under penalty of perjury that the Alleged Infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- d) The Alleged Infringer's name, address, and telephone number, and a statement that the Alleged Infringer consents to the jurisdiction of Federal District Court for the judicial district in which the Alleged Infringer's address is located, or if the Alleged Infringer's address is outside of the United States, for any judicial district in which ModestoGroup OÜ may be found, and that the Alleged Infringer will accept service of process from the person who provided notification or an agent of such person.

Receipt of Counter Notification:

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above:

- a) ModestoGroup OÜ will promptly provide the Complaining Party with a copy of the Counter Notification;
- b) ModestoGroup OÜ will inform the Complaining Party that it will replace the removed material or cease disabling access to it within ten (10) business days;
- c) ModestoGroup OÜ will replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the Counter Notification, provided ModestoGroup OÜ 's Copyright Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain Alleged Infringer from engaging in infringing activity relating to the material on ModestoGroup OÜ 's network or system.