

SERVICE USE TERMS

(HEREINAFTER REFERRED TO AS– «USER AGREEMENT»)

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GENERAL PROVISIONS

Dear User!

We are glad to welcome you on the site "**m-flowers.com**" that is an information platform that brings together the sellers and the wholesale buyers of floriculture products, ornamental gardening and other goods agreed by the Parties. The service also offers an option and opportunities that allow you to conclude supply contracts, including with ModestoGroup OÜ, registration number 16203107, address: the Republic of Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315, 10120, (hereinafter referred to as the "**Company** "). You will find information about this possibility in this User Agreement.

This User Agreement governs the legal and other relations between the Company and the Service users, hereinafter referred to as the "**User**", who have accessed the Service to use the internet platform: M-Flowers.com on the terms specified in this User Agreement. If you, as the Service User, do not agree with the terms of the User Agreement or with part of its terms, then you shall be obliged to stop using the Service and take the actions provided for in clause 2.4. of this User Agreement. The use of the Service shall be possible only on the terms specified in this User Agreement and on the terms of other Company's regulations listed in the Legal Information section.

1. TERMS AND DEFINITIONS

Agreement means the supply agreement and / or a transport logistics agreement that shall be concluded with the Supplier and / or the Carrier, the Buyer placing the Order, based on the information posted on the Service, while the Buyer and the Supplier independently conclude the relevant supply agreements without the participation of the Company, unless otherwise provided by the agreement with the Company.

Service (Website, Platform) means a set of the computer programs and other results of the Company's intellectual property (including the graphic design of the interface (design), etc.), information (the Content) put by the Company and / or Users on the m-flowers website. com. The access to the Service is possible using the Site, mobile version of the Site and/or mobile application.

Order means the acts of the Buyer, which are confirmation for other users of the User's intention to accept the offer of another User to supply of the Goods as a Supplier.

User/Client means the legal entities, the individual entrepreneurs, as well as other entities, the structure and legal form of which is similar to the legal entities, the individual entrepreneurs registered in the European Union or

having similar legal statuses in the territory of other states, including their relevant authorized representatives, who have registered on the Site and have the access to the Service by Internet.

Goods mean plants and floral vegetation, as well as other related and related products of floral vegetation, in respect of which the User set the Supplier's Offer by the Service.

Supplier's Offer (Offer) means the informational message with an Offer re the Goods (including photos of the Goods, price and any relevant information of the Goods) placed by the User on the Service and addressed to general public.

Client's Content means all content that you provide or post, upload, input or submit for public viewing through the Service.

Customer Content means all content that the User provides or posts, uploads, inputs or submits for public viewing by the Service.

Supplier means the User who places the Supplier's Offer in the Service with an offer to conclude an agreement related to the Goods acting in their own interests or in the interests of another person.

Client/Purchaser means the User who views the Supplier's Offer placed by the Supplier, interacts with the Supplier in relation to the Goods and / or concludes a deal with the Supplier, based on the Order received on the Service.

Carrier means the User representing the legal entity, the individual entrepreneur who, pursuant to the contract for the carriage of goods, has assumed the obligation to transport, carry out customs clearance, unless otherwise provided by another agreement, and deliver the Goods, as well as transport the goods entrusted by the consignor to the destination and issue the Goods to the authorized Purchaser on his receiving person.

Client profile means the interface for the User to cooperate with the Service, in order to review the Supplier's Offers and to manage Offers and / or to perform other actions provided for by the Service, available to the User after the registration of the Client on the Service.

User Agreement includes terms and definitions that are not defined in Section 1 of this User Agreement. In this case, the interpretation of such terms and definitions is given in the relevant section of the Service or is carried out in accordance with this User Agreement. The User shall be entitled to send a request to the Company to clarify the interpretation of terms and/or definitions. If the terms and/or definitions are not clear the User shall be guided by the interpretation which is given by the laws applicable to this User Agreement.

2. TERMS OF SERVICE USE. APPLICATION OF USER AGREEMENT

2.1. This User Agreement have been developed by the Company and contains the terms and conditions of Service User as well as the rights and obligations of the Users and the Company. The User Agreement also regulates

relations to protect the rights and interests of third parties, not Users, but whose rights and interests may be damaged by the Users. An integral part of this User Agreement is the following Company policies:

- [Cookie policy;](#)
- [Privacy policy;](#)
- [Regulations for working with claims;](#)
- [Offer ModestoGroup OÜ as buyer;](#)
- [Offer ModestoGroup OÜ as supplier;](#)

(hereinafter collectively referred to as the "**Rules**").

2.2. The User shall be obliged to meet with this User Agreement and the Rules before using the Service. If the User carries out the certain actions using the Service, including searching, viewing or posting the Supplier's Offers, registering on the Service and other actions to use the Service such User's acts means the User's full and unconditional acceptance of the terms of this User Agreement and the Rules, as well as the User's consent to receiving informational newsletters and advertising letter.

The visit and/or the use the Service by any device and any operating system, regardless of registration and authorization in the Service, it indicates the full and unconditional consent of the User to the terms of this User Agreement and the Rules.

2.3. The Company shall be entitled to amend and/or to add this User Agreement and Rules unanimously unless otherwise provided by applicable laws. The User shall be obliged to review the current terms of this User Agreement and the Rules for their changes and/or additions constantly. The use of the Service by the User after making amendments and/or additions to this User Agreement and the Rules means the full and unconditional acceptance and consent of the User with the relevant amendments and/or additions to the User Agreement. Any use by the Users of the Service means that the User has read and agrees to the current terms and conditions of the User Agreement and the Rules.

2.4. If the User disagrees with this User Agreement or its amendments and additions, the User shall be obliged to stop use of the Service by deleting all data from the relevant Client profile, as well as all the Client's Offers. The User's refusal to use the Service and/or removal of the Offer does not terminate the Company's non-exclusive rights to the User's content that was used by the Company prior to the User's decision to refuse under clause 10.3 of this User Agreement, unless otherwise provided by applicable law.

3. REGISTRATION ON THE SERVICE

3.1. The registration of the User on the Service shall be voluntary in full. The User shall make sure the Company that the User has the necessary conditions provided by law for the acceptance of this User Agreement and the Rules, and has full legal capacity, as well as the appropriate authority to use the functionality of the Service.

If the User acts in the interests of third parties, including legal entities, individual entrepreneurs registered in the territory of the European Union or having similar legal statuses in the territory of other states, this User, by accepting the User Agreement, confirms that the User has all the necessary powers to act in the interests of the abovementioned persons. The registration of the User in the Service means the full consent of the User with the terms of this User Agreement and the Rules provided for in clause 2.1. of this User Agreement.

3.2. The Company shall not act as the participant, the party to the contract, the purchaser, the supplier, the employer, the intermediary, the agent, the representative of any User, the beneficiary or other person under the User Agreements between the Supplier and the User. The Company has the right, under the consent of the User, which is expressed under the active actions of the User on the Service, to act as the Purchaser or Supplier of the Goods. These relationships between the Company and the User are regulated in the section "**Company Supply Contracts**" and these relationships shall not be subject to the conditions provided for the relationship of the Parties, in which the User uses the Service without the direct participation of the Company, unless otherwise provided for by this User Agreement and the Rules.

The Users shall be entitled to use the information of the Goods placed on the Service to conclude transactions that the Users enter into the relevant transactions at their own expense or at the expense of third parties whose interests they may represent, as well as at their own risk. The Company shall not be responsible for the content, compliance and validity of information of the Goods placed on the Service, and not be responsible for the actions of the Supplier of the Goods and the actions of the User of the Service and not indemnify against any losses, expenses and other losses both property and non-monetary nature.

3.3. The User's registration on the Service is activated by active actions of the User on the Service. When registering on the Service, the User shall be obliged to provide the Company with the necessary authentic and up-to-date information for the registration of the Client profile. The User shall be responsible for the accuracy, relevance, completeness and compliance of the information with the laws of the Republic of Estonia, provided to the Company during the registration. The User shall be obliged to make sure the Company that the provided information does not break the applicable laws of the Republic of Estonia and does not break the rights of third parties. The User shall be obliged to update the provided information in time.

The User shall provide for the details in the Client profile on the Service. The User shall make sure that the details provided for in the Client profile are fully up-to-date. If the details are amended, the User shall be obliged to notify the Supplier immediately by filling the current data in the Client profile. If the User fails to perform the mentioned obligation the User shall bear all the risks related to such failure to notify in full and at its own expense. In no case, the Company shall not be obliged to indemnify the User against any losses if the User fails to notify the Company of a change in his details.

3.4. The Company shall be entitled to request from the User the supporting documents and/or information to confirm the User's powers or verify the data and information provided by the User. The additional requested documents may include the following documents, but not limited to, constitutional documents, minutes or decisions on the appointment of the executive bodies of the User, the passport of the sole executive body of the

User, the passport of the authorized representatives of the User, tax and financial and other reporting, powers of attorney for the representatives of the Users, as well as other necessary documents at the discretion of the Company.

3.5. By placing the information in the Service, the User shall agree that such information may be available to other Users of the Service provided that the capability of the Service (which may be amended from time to time). In no case, the Company shall not be obliged to indemnify the User against any losses that the User and/or third parties may incur when placing information on the Service that shall be available for review by third parties.

3.6. The registration on the Service shall be available only for Users who are the legal entities, the individual entrepreneurs, as well as other entities whose legal form is similar to the mentioned legal forms, as well as their duly authorized representatives pursuant to the laws of the Republic of Estonia.

3.7. The User's login and password are necessary and sufficient information to authorize the User and to get access to the Service. The User shall not be entitled to transfer the login and password to third parties. The User shall be fully responsible for their safety and their storage. The User shall be obliged to maintain the confidentiality of the mentioned data, including, but not limited to, the login and password for entering the Service.

If the User has reason to believe that the third party has obtained the unauthorized access to the Service, the User shall be obliged to inform the Company of this fact in writing. All actions performed on the Service by the person authorized using the User's login data shall be considered as the acts performed by the User, and the User shall be responsible for such actions in full.

3.8. Simultaneously, the User shall be entitled to create several profiles related to different e-mails that may belong to the User on the Service. By registering in the Service and in each case entering the Service, the User confirms and make sure that the User have all the rights and powers necessary to use the Service. The User shall confirm and make sure that the User is not limited in rights and powers to use the Service.

The User shall be solely responsible for the information provided by the User in the Client profile and on the Service. The Company shall not be a distributor of information provided by the User in the Client profile and on the Service/ The Company shall not be responsible for its distribution by the User on the Service.

3.9. The processing by the Company of the User's personal data shall be carried out pursuant to the laws of the Republic of Estonia, this User Agreement and the Rules determined in clause 2.1. of this User Agreement. The Company shall process the Users' personal data to provide the Users with the access to the Service and its features and functionality, to verify, to research and to analyze such data to maintain and to improve the current features and functionality of the Service as well as to develop new features and functionality of the Service.

The Company shall take all necessary measures to protect the Users' personal data from unauthorized access, modification, disclosure or destruction. The Company shall provide the access to the personal data of the Users only to those employees, contractors, agents of the Company and other third parties who need this information to ensure the operation of the Service and to provide Users with the access to its use, the Company shall process the personal data of the Users to provide the services pursuant to this User Agreement. The Company shall be entitled

to use the information provided by the User, including personal data, to ensure compliance with the requirements of the applicable laws (including in order to prevent and/or suppress illegal and/or unlawful actions of the Users).

When the User discloses personal data of third parties or otherwise transfers them to the Company, the User guarantees that all applicable requirements of the legislation on personal data of the Republic of Estonia are complied with, including, but not limited to, the availability of the necessary consents of the subjects for such placement, transfer or access to such data.

The disclosure of the information provided by the User shall be made only pursuant to the laws at the request of the court, law enforcement agencies, as well as in other cases provided for by the laws.

3.10. The User shall agree that for the purposes provided for in this User Agreement, the Company shall be entitled to collect and to use additional information related to the User, obtained during the User's access to the Service or from third parties, and including, but not limited to, data on technical means (devices) and the methods of technological interaction with the Service (including the IP address of the host, type of the User's operating system, browser type, geographic location, information about the provider, etc.), about the User's activity on the Service, as well as other data, obtained in these ways. The Company shall be entitled to dispose of statistical information related to the operation of the Service, as well as the User information to support the work of the Service and to fulfill the terms of this User Agreement.

4. SUBJECT MATTER TO USER AGREEMENT. DESCRIPTION OF SERVICE

4.1. Under this User Agreement, the Company shall provide for the User with right to use the information from the Service in the order stipulated in this User Agreement and under the terms and conditions of this User Agreement. The Service provide for the User with platform to place, to search and to review the Offers of the Suppliers.

5. RIGHTS AND OBLIGATIONS OF USER

5.1. The Registered User shall be entitled to write messages to discuss the Goods and the terms of the transactions. It is forbidden to use messages for any other purposes, including advertising, posting political, religious and other messages, the content of which is not related to the Service. The Company shall be entitled to review and to store messages made through the Service. The messages on the Service shall not be personal.

The Company shall be entitled to review correspondence selectively to ensure that the Users comply with the terms of this User Agreement. If the Company found out messages specified in clause 5.1. of this User Agreement and contrary to the purposes of the Service, the Company shall be entitled to block these messages immediately, and also has the right to block the Client profile of the User committed this violation. The Company shall not be responsible for these blockings. In no case, the Company shall not be obliged to indemnify the User against any losses if the User that the User may incur in connection with these blockings.

5.2. The User shall be obliged to:

- to meet with the requirements of the applicable laws and this User Agreement;
- to provide for the Supplier's Offers only for the Goods in respect of which the User has sufficient rights to dispose of such Goods and to make transactions with such Goods;
- to indicate full and adequate information about the properties of the Goods and their characteristics.

5.3. It shall be prohibited for User to carry out the actions listed in the requirements to the Client profile of the User.

5.4. By providing the Supplier's Offers on the Service, the User shall understand and agree that the Company is entitled to display the Supplier's Offers placed by the Users on the Service on other Internet resources, including social networks. In this case, when the User removes the Supplier's Offer from the Service, such Supplier's Offer shall be deleted from other Internet resources automatically. When the User removes the Supplier's Offer from other Internet resources, such Supplier's Offer shall be deleted from the Service too automatically.

5.5. The User shall be entitled to terminate the Client profile on the Service at any time by contacting the Service support service.

6. RIGHTS AND OBLIGATIONS OF COMPANY

6.1. The Company shall be obliged to manage the Service, to determine the Service's structure at sole discretion, appearance and other elements of the Service. The Company shall be entitled to amend and/or change the design of the Service, its functionality, to change or to add the used scripts, the software, used or stored in the Service, and the terms and conditions for the Users to access to the Service. If these changes are made, the User confirms these changes, provided that he continues to use the Service.

6.2. The Company shall be entitled also to terminate (temporarily or constantly) the access to the Service in full or partially at its sole discretion and at any time for all Users or for the certain User.

6.3. The Company shall be entitled to block the Client profile or to delete the Supplier's Offers that do not comply with the requirements of this User Agreement the right, without indemnification the Users against any costs or losses, at any time without notifying the User, including in the event of any single breach by the User and/or the Supplier of the terms of this User Agreement, including, but not limited to, on the basis of clause 5.1. of this User Agreement. Deleting the Client profile shall mean the automatic deletion of all information placed in the Service. After deleting the Client profile, the User shall lose the access to the Service. The Company shall be entitled to, but is not obliged, to restore the User's access to the Service or to restore the previously deleted Offers of the Supplier if the User eliminates the breach of the User Agreement. The Company shall not be responsible for the specified removal of the access to the Service, and, in no way, the Company shall not indemnify the User against losses that the User may incur in connection with the abovementioned removal of the Client profile.

6.4. The Company shall be entitled to admonish the Users, to alert, to notify as well as to inform in other way the Users of the necessity of the meeting with the terms and conditions of this User Agreement.

Instructions, notifications and other messages of the Company addressed to the User regarding the use of the Service shall be obligatory for execution by the User.

The Company shall be also entitled to send to the Users:

- system notifications that cannot be unsubscribed from. Such messages shall include messages related to registration, restriction or blocking of the account and Client profile, with restriction of access to service notifications related to the User's actions on the Service (for example, about receiving a message from another User, the Provider, personal collections of interesting ads, etc.);
- marketing notices of the Company related to advices, promotions and news of the Company, the Suppliers and partners of the Company.

6.5. At any time and at its discretion, the Company shall be entitled to check of the Supplier's Offers for compliance by the Users of this User Agreement and their compliance with the current legislation, etc.

6.6. At any time and at its discretion, the Company also shall be entitled to request from the User, and the User shall be obliged, at the request of the Company, to provide it with information, documents and / or materials confirming the accuracy of the information provided for by the User about himself in the Supplier's Offer, as well as its compliance with this User Agreement and the current laws of the Republic Estonia.

6.7. The Company shall be entitled to send information to the User on its own behalf or with the involvement of technical partners (for example, about the development of the Service and its functionality), including service and advertising messages, to the User's e-mail, mobile phone (SMS, phone calls), as well as push notifications (push notifications). The User shall be entitled to refuse to receive advertising and other information at any time without explaining the reasons for the refusal. The service messages informing the User about the status/changes in the status of transactions shall be sent automatically and the User shall not be entitled to refuse from such messages. This conditions shall be a necessary condition for the provision of services by the Company. The Company shall be entitled to contact the Users through messages, calls and otherwise in order to receive feedback on the operation of the Service and to improve the operation of the Service.

6.8. The Company shall be obliged to:

- to provide access to the Service on the terms stipulated in this User Agreement;
- to provide, within a reasonable time, technical and information support to the Users necessary to get access to the Service and its use.

6.9. The Company shall be entitled to display the Supplier's Offers placed by the Users on the Service on other Internet resources, including social networks.

7. WARRANTY, LIABILITY, ASSUMPTION OF RISK

7.1. The use of the Service shall be carried out by Users at their own risk and peril: the Supplier independently, at its own risk and risk, shall place the Supplier's Offers in relation to the Goods that the Supplier shall be authorized to dispose of, and the Buyer shall consider the Supplier's Offers at its own discretion and under its own responsibility and shall decide on concluding a transaction with that or other Supplier.

7.2. The User shall be responsible for any information.

7.3. The User shall be careful when choosing a counterparty (the Buyer or the Supplier, respectively), shall make a decision on the transaction under his own responsibility, independently making sure that the offer, sale and / or purchase of any Goods specified in the Supplier's Offer shall be valid and legal.

7.4. The Users shall be responsible for their own actions in connection with the use of the Service, including in connection with the conclusion of transactions in relation to the Goods, information about which is provided for in the Supplier's Offer, the creation and placement of information and the Supplier's Offers in their own Client profile and in other sections of the Service, pursuant to the applicable laws. The breach of this User Agreement and the applicable laws shall entail various types of liability.

7.5. The User shall confirm that the User shall act legally (for example, by proxy), have all the necessary rights (in particular, to place the Supplier's Offers) and shall not have break by his actions the legal rights and interests of third parties and applicable law, including competition law and the rights on the results of intellectual activity and means of individualization.

8. LIMITATION OF COMPANY LIABILITY

8.1. The Company shall not provide any guarantees that the Service or its elements may be suitable for specific purposes of use. The Company shall not guarantee and shall not promise any specific results from the use of the Service or its elements. The Service, including all scripts, individual elements and design of the Service, shall be provided "as is".

8.2. The Company shall not provide any guarantees that the Service will not be interrupted due to technical malfunctions, preventive maintenance, etc., however, it makes commercially reasonable efforts to ensure the operation of the Service per 24 hours in a day. The Company shall not provide for any guarantees that the Service or any of its elements will function at any particular time in the future or that they will not stop working.

8.3. The Company shall not be responsible and shall not compensate for any damage, direct or indirect, caused to the User or third parties as a result of the use or inability to use the Service, unless otherwise provided by applicable law.

8.4. The Company shall not be responsible for any damage to the device or software of the User or another person caused by or associated with the use of the Service through no fault of the Company.

8.5. The Company and its representatives shall not be liable to Users and / or third parties for any indirect, incidental, unintentional damage, including lost profits or lost data, damage to honor, dignity or business reputation caused in connection with the use of the Service, the content the Service or other materials to which Users or other third parties have access through the Service, even if the Company warned or indicated the possibility of such harm, unless otherwise provided by applicable law.

8.6. The Buyer, when placing an Order through the Service, shall confirm his intention to conclude the Agreement with the Supplier and/or the Transporter.

9. TERMS OF INTELLECTUAL RIGHTS

9.1. The exclusive rights to the Service, including, but not limited to, the program code, software, databases, interface, graphics, technical developments, logo, trademark, other means of individualization used on the Service and allowing to implement the functionality of the Service, and also other elements of the site shall belong to the Company.

9.2. Except for provided by this User Agreement, as well as the applicable laws, the Service and its components, including those listed in paragraph above, shall not be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in part without the prior written consent of the Company.

9.3. Nothing in this User Agreement shall grant the User the right to use the logo, trade name, trademarks, domain names and other distinguishing marks of the Company and other elements of the Company's website and Service.

10. TERRITORY AND TERM OF USER AGREEMENT. AMENDMENT AND TERMINATION OF USER AGREEMENT

10.1. The User shall be entitled to use the Service throughout the territory of the Republic of Estonia, as well as other territories where it is available using standard computer tools and programs.

10.2. This User Agreement shall come into force for the User from the date of its accession to the terms of this User Agreement and shall be valid for an indefinite period.

10.3. This User Agreement shall be terminated if:

10.3.1 The User decides to stop using the Service by sending the Company a corresponding notification (by contacting technical support through the Service interface, or by sending the Company a scanned copy of the relevant request to the email address provided for in this User Agreement);

10.3.2. The Company decides to terminate this User Agreement unilaterally out of court with the immediate termination of access and the ability to use the Service and without reimbursement of any costs or losses, unless otherwise provided by applicable law. In particular, the Company shall take such a decision in the event of:

- close of the Service;

- any, including a single, breach by the User of the terms and conditions of this User Agreement.

10.4. Any amendments to the User Agreement made by the Company unilaterally shall come into force on the day following the day of publication of such amendments on the Service. The User shall review the terms of the User Agreement for amendments before using the Service. If the User fails to meet with the amendments of the User Agreement this failure cannot serve as a basis for the User's failure to fulfill his obligations and non-compliance by the User with the restrictions established by the User Agreement.

11. OTHER PROVISIONS

11.1. With regard to the functioning and development of the Service, the Company shall be governed by the laws of the Republic of Estonia, this User Agreement and other special documents that shall be developed by the Company to regulate the provision of access to the Service to Users.

11.2. In the event of any disputes or disagreements related to the execution of this User Agreement, the User and the Company shall make every effort to resolve them through negotiations between them. In the event that disputes are not resolved through negotiations, disputes shall be resolved in the court under the current laws of the Republic of Estonia, at the location of the Company, unless otherwise expressly provided by applicable law.

11.3. This User Agreement shall be made in English. In case of discrepancy between the English version of the User Agreement and the version in another language (if any), the provisions of the English version of this User Agreement shall apply.

11.4. If, for any reason, one or more provisions of this User Agreement are found to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of the User Agreement.

11.5. Applications, Offers of the Supplier and claims of individuals and legal entities against the Company in connection with the execution of this User Agreement and the operation of the Service, breach of the rights and interests of third parties when using the Service, persons shall be sent to the support service of the Service through the feedback form or at: the Republic of Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315, 10120, the Company: ModestoGroup OÜ, registration No.16203107.

11.6. In case of failure to solve the claims of third parties, disputes under this User Agreement shall be subject to transfer for resolution in Harju County Court of the Republic of Estonia, the decision of which is mandatory for both Parties.