

General Terms and Conditions

These Terms and Conditions "Terms" governs the relationship regarding the product descriptions and information provided by **xpate Links, SIA**, unified Latvian registration No 40203300205, to provide the visitors for their own convenience with the most complete information on all the services provided by xpate Links SIA.

General

In the present Terms and Conditions, the following terms shall, unless the context otherwise requires, have the following meanings, and may be used in the singular or plural as appropriate:

"We", "our", "ourselves" and "us" - xpate Links, SIA, unified Latvian registration No 40203300205;

"You", "your", "yourself" – visitor of this website;

Your access to this website and information contained to in this website is conditioned on Your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the website. By accessing or using the website You agree to be bound by these Terms. If You disagree with any part of the terms You should not use the Website.

Please note that any and all contractual obligation for use of our services is governed by separate agreement between us and You and these Terms are not applicable to the contractual relationship between us and You. These Terms should not also be used to interpret the separate agreement between us and You.

We shall be entitled to amend these Terms at any time at our sole decision. We will publish any changes on the website. It is Your sole responsibility to periodically check the Term for any changes. By continuing to access or use our website after those changes have been made, You agree to be bound by the revised terms. If You do not agree to the new terms, please stop using the website.

Our website may contain links to other third-party web sites or services that are not owned or controlled by us. We assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly, or indirectly, for any loss caused by or in connection with use of or reliance on any such content or services available on or through any such web sites or services. You are advised to read the terms and conditions and such other policies of any third-party websites that You visit or services You use.

Waiver of rights

The rights and remedies contained in these Terms shall be cumulative and not exclusive of any rights or remedies provided by law. No delay or omission of us in exercising any right, power or remedy provided by law or under these Conditions, or partial or defective exercise thereof, shall:

- impair or prevent any further or other exercises of such right, power or remedy; or
- operate as a waiver of such right, power or remedy;
- no waiver of a breach of all or part of these Conditions shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of any future breach of the same or as authorizing a continuation of a particular breach.

Remedies

You shall indemnify us and keep us indemnified against all losses, taxes, expenses, costs, and liabilities whatsoever (present, future, contingent or otherwise, and including reasonable legal fees) which may be suffered or incurred by us as a result of or in connection with:

- Any breach of these Terms by You;



- As a result of illegal actions performed by You using our services

We provide services to You subject to Your statutory rights but otherwise provided without any warranty or condition, express or implied, except as specifically stated in these Terms.

You acknowledge that access to the website(s) may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services.

We will make every effort to ensure that the information contained in our correspondence, reports, on the website(s) and given verbally by our directors, officers and staff is accurate to the best of our belief at the time the information is provided. However, we cannot guarantee the accuracy of all such information in all circumstances and contexts, and no reliance should be placed on such information by You. You must check all correspondence between us carefully and tell us as soon as possible if it includes something which appears to You to be wrong or not made in accordance with Your instructions.

This website is provided "as is" without any representations or warranties, express or implied. No warranty is given save for a warranty that we will provide the services subject only to Your statutory rights.

Applicable law

These Conditions are governed by the laws of England and Wales.

You and us shall make every endeavor to amicably resolve any dispute, in good faith and in a constructive manner. You acknowledge and agree that threats and blackmailing towards us are prohibited and constitute a valid ground for interrupting negotiations and for immediate termination of any relationships.

Any dispute shall be exclusively resolved by the courts of England and Wales.

Third party rights

No term of this Terms is intended to confer a benefit on or to be enforceable by, any person who is not a party of this Terms.

Assignment

None of the Parties shall assign or transfer these Terms or any or all of their rights and/or obligations under these Terms nor any part of it, nor any benefit nor interest in or under it, to any third party without the prior written consent of the other Party which shall not be unreasonably withheld, however that we may assign these Terms without the consent or approval of You to our parent or subsidiary or associated companies, in connection with a merger, reorganization, recapitalization or sale of all of or substantially all of our stock, business or assets. Any attempt to assign these Terms other than as permitted herein shall be null and void.

Grant of License

You while using our website are granted with a limited nonexclusive license to use the website in accordance with these Terms for Your personal use only. You may not rent, lease or otherwise transfer its rights in to a third party. You must comply with the instructions or requirements of ours.

If You do not comply with our instructions, or requirements You will be liable for all resulting damages suffered by You, us and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile this website or information downloadable from this website. You acknowledge that all rights, title and interest to our website and information contained in this website are owned by us. Any third party software application that You use on our website is subject to the license You agreed to with the third party that provides You with this software.

Contact us

Should You have any questions about these Terms, please contact us at links@xpate.com