

Terms of Use

13.06.2022

These terms of use tell you the rules for using <https://www.syndiqate.io>, (hereinafter referred to as “our site”). Please carefully read these terms of use before you use our site.

WHO WE ARE AND HOW TO CONTACT US

Our site is operated by Syndiqate UAB (trading as Syndiqate) (“We”, “Us” and “Our”). We are registered incorporated under the laws and in the jurisdiction of Republic of Lithuania, with the registered legal address Vilnius, Perkūnkiemio g. 13-91, registry code 306029727.

To contact us, please email office@syndiqate.io.

BY USING OUR SITE YOU ACCEPT THESE TERMS OF USE

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- our Privacy Policy,
- our Terms and Conditions SQAT,
- our Risk Warnings,
- our Cookie Policy,
- our Modern Slavery Statement

WE MAY MAKE CHANGES TO THESE TERMS OF USE

We may amend these terms of use from time to time. Every time you wish to use our site, please therefore check these terms of use to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time including to reflect changes to our products, our users’ needs and our business priorities.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our site at any time and for any reason.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms of use to another organisation.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or if you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party.

We have the right at any time to disable any user identification code or password, whether chosen by you or allocated by us if, in our opinion, you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at office@syndiqate.io.

HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

PROHIBITED USES

You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation; or
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

You shall not conduct, facilitate, authorise, or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site, by using or permitting, authorising, or attempting the use of:

- any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor, or republish any portion of the site or any data, content, information, or services accessed via the same; or
- any automated analytical technique aimed at analysing text and data in digital form to generate information which includes, but is not limited to, patterns, trends, and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790)).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

You shall not access without authority, interfere with, damage, disrupt or attempt to access without authority or attempt to interfere with, damage, or disrupt:

- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or

- any equipment or network or software owned or used by any third party.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and liability for fraud or fraudulent misrepresentation; and
- different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our product specific terms and conditions.

If you are a business user:

- we exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it;
- we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of, or reliance on, any content displayed on our site; and
- we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation;
 - loss of data; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity; and
- if defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes, and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly or recklessly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer, or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately without prejudice to any other right or remedy available to us.

RULES ABOUT LINKING TO OUR SITE

Subject to the remaining provisions of these terms of use, you may link to our site provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

We reserve the right to withdraw linking permission without notice.

BREACH OF THESE TERMS OF USE

When we consider that a breach of these terms of use has occurred, we may take such action as we deem appropriate, including:

- immediate temporary or permanent withdrawal of your right to use our site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

GOVERNING LAW AND JURISDICTION

These terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) the Parties have the right to turn to court to resolve the dispute in accordance with the legislation in force in the Republic of Lithuania. The Parties therefore have a right to initiate legal action or proceedings in the exclusive jurisdiction and venue of Vilnius District Court located in Vilnius, Lithuania. The Parties further agree not to initiate any legal action or proceedings in any other jurisdiction and before any other court..