

TERMS AND CONDITIONS

USER'S ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

Please read these Terms of Use (the "Terms") very carefully as they apply to your use of this website (www.smbf.com) (the "Website") and any use of or purchases of products and services provided by SMBF OU, (the "Company").

SMBF OU ("Us" or "We") provides the www.smbf.com site and various related services (collectively, the "Site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

1. DEFINITIONS

1.1. "Business Associate Agreement" (hereinafter "BAA") means a written agreement between a covered entity and a business associate.

1.2. "Confidential Information" means code, inventions, know-how, product plans, technical and financial, business, operational, or other information exchanged under this Agreement or learned during the performance of this Agreement, or that is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.

Other terms are defined in other Sections of this Agreement.

2. SMBF SERVICES

2.1. We make various services available on this site including, but not limited to, information about reviews from local business listings, and other like services (the "services"). You are responsible for providing, at your own expense, all equipment necessary to use the services, including a computer, modem, and Internet access (including payment of all fees associated with such access).

2.2. SMBF provides a proprietary multi-product platform which includes without limitation reviews, messaging, payment processing, automation, certain Free Access Subscription or Beta Releases (as defined below), and any other services SMBF may offer from time to time (together with the Website, the "Service(s)"). Client will enter into a proposal, quote, services/purchase agreement, order form, statement of work, or otherwise click to accept or agree to an online registration form, which references this Agreement ("Subscription Documentation") and details the Services ordered from SMBF and, if applicable, the usage limits or other scope of use descriptions for the Services (including without limitation any usage or volume limits, numerical limits on Authorized Users, and descriptions of product feature levels) (the "Scope of Use"). Client may be provided the option to purchase certain Services as part of a package or bundle offer (each, a "Bundle"), as detailed in the applicable Subscription Documentation. SMBF shall have no obligation to provide any services or perform any tasks not specifically set forth in this Agreement, including any applicable Subscription Documentation.

2.3. Alteration of Subscription Documentation. Client and SMBF may modify Client's Subscription Documentation to add or remove any Services, provided that any such change to the Subscription Documentation is agreed to in writing. SMBF shall have no obligation to perform any Services under the amended Subscription Documentation until the parties have agreed to the effect of such changes on the applicable Fees.

2.4. Modification of the Services. SMBF reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), or to alter the offering of the Services (including by adding, limiting or discontinuing certain Bundle offers) temporarily or permanently. SMBF also reserves the right to replace certain Services and Bundles with functionally equivalent Services or Bundles, at its sole discretion. In the event SMBF makes any modification or alteration to the Services or the offering thereof that has a material adverse effect on the functionality of the Services ordered under your Subscription Documentation, Client may terminate this Agreement and receive a pro-rated refund of pre-paid unused Fees for the remainder of Client's Subscription Term (as defined below).

2.5. Additional Terms. Client's use of certain Services may be subject to additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

2.6. We reserve the sole right to either modify or discontinue the site, including any of the site's features, at any time with or without notice to you. We will not be liable to you or any third party

should we exercise such right. Any new features that augment or enhance the services on this site shall also be subject to the Terms of Use in effect at the time of their implementation.

3. USER ACCOUNTS AND PASSWORDS

3.1. Certain features or services offered on or through the Site may require you to open an account (including setting up a SMBF.com ID and/or password(s)). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your login ID and password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify us immediately of any unauthorized use of your account or password, or any other any other breaches of security. Smbf.com cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

3.2. Client will register for a SMBF account in order to access or receive the Services. Account information must be accurate, current and complete, and will be governed by SMBF's Privacy Policy (currently available at <https://www.smbf.com/privacypolicy>) as may be amended from time to time.

3.3. Eligibility and Use by Others. By agreeing to these Terms, Client warrants that it and its employees and contractors whom Client has authorized to access the Services on its behalf ("Authorized Users"): (a) are over 18 years old; (b) have not previously been suspended or removed from the Services; and (c) will comply with all applicable laws when using the Services. Client may permit its Authorized Users to use the Services provided their use is for Client's benefit only and remains in compliance with this Agreement. Authorized Users shall be subject to the applicable terms and conditions of this Agreement which may be communicated by posting to the Website or on a click-through basis to Authorized Users upon access to the Services and/or Website.

3.3. Account Registration.

Client will register for a SMBF account in order to access or receive the Services. Account information must be accurate, current and complete, and will be governed by SMBF's Privacy Policy (currently available at <https://www.smbf.com/privacypolicy>) as may be amended from time to time. Client agrees to keep its account information up to date so that SMBF may send notices, statements and other information by email or through Client's account. By using or accessing the Website, Client agrees and consents to SMBF's use of cookies in accordance with the terms of SMBF's Privacy Policy.

4. DATA SECURITY

4.1. We take seriously our responsibility to keep secure the information that our users and customers entrust to us. To protect this confidential information, we use industry standard safeguards to protect confidential information stored on our systems.

4.2. SMBF agrees to maintain physical, technical and organizational measures designed, in its discretion, to secure its systems from unauthorized access, use or disclosure. SMBF takes no

responsibility and assumes no liability for any Client Data other than its express security obligations in this Section. Our personnel will never ask you for your password.

4.3. Monitoring.

Client understands and agrees that SMBF, and any third-party platform(s) Client uses or accesses in connection with the Services, may monitor and analyze Client Data or Customer Data (including but not limited to reviews, surveys, messages, chats, etc.) to improve the Website, Services or third-party platform; to improve Client's experience using the Website, Services or third-party platform; to customize and communicate informational or product offerings and promotions to Client; to ensure compliance with the Acceptable Use Policy (including taking corrective action permitted therein); and/or to make the Website, Services, or third-party platform more helpful or useful to Client and other users.

4.4. Storage.

SMBF does not provide an archiving service. During the Subscription Term, Client acknowledges that SMBF may delete Client Data no longer in active use. Except for requirements that are included in any BAA entered into between SMBF and Client, SMBF expressly disclaims all other obligations with respect to storage.

SMBF applications may collect personal information from users such as but not limited to: name, email address, job title, password, etc. In some cases, the applications will also store the personal identification numbers of users or third parties. Applications will also log identified individuals' activity within SMBF Products or Services. Such activity will be logged in an indelible, un-editable audit trail on projects managed through SMBF. The deletion or anonymization of such data is regulated by the Contract Law and other applicable legislation, which may precede GDPR rules as local statute.

5. PRIVACY

5.1. Our privacy policy located at <https://www.smbf.com/privacy-policy> ("Privacy Policy") applies to use of this Website and the Services, and its terms are made a part of these Terms of Use by this reference. Additionally, by using the Services or the Website, you acknowledge and agree that Internet transmissions are never completely private or secure.

5.2. We collect and use only the Personal Information we need to make sure our products and services are effective. If we need any additional information, we will get your express, explicit approval before collecting and using it. You also acknowledge that the use of any information that you provide to us is subject to the Privacy Policy. Please see the Privacy Policy, which is specifically incorporated by reference into these Terms of Use, for more information regarding how your information is collected, used, and shared. If there is a conflict in terms between this Terms of Service and the Privacy Policy with regard to our privacy practices, the Privacy Policy will govern.

6. USE OF SERVICES

6.1. Subject to all terms and conditions of this Agreement, including any Additional Terms, SMBF grants Client a non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license during the applicable Subscription Term to: (a) install and use one object code copy of any mobile application associated with the Services; and (b) access and use the Services, designated on Client's Subscription Documentation solely for Client's internal business purposes, but only in accordance with this Agreement, the applicable Subscription Documentation, and all applicable Scope of Use descriptions. The Services may be accessible worldwide.

6.2. General Restrictions.

Client must not (and must not allow any third party to): (a) rent, lease, copy, transfer, sublicense or provide access to the SMBF Technology (as defined below) to a third party (except Authorized Users as specifically authorized above); (b) incorporate the SMBF Technology (or any portion thereof) into, or use it with or to provide, any site, product or service; (c) use the SMBF Technology (or any portion thereof) for time-sharing purposes or for a third party's benefit; (d) publicly disseminate information regarding the performance of the SMBF Technology (which is deemed SMBF's Confidential Information); (e) modify or create a derivative work of the SMBF Technology or any portion thereof; (f) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any SMBF Technology or Services, except to the extent expressly permitted by applicable law and then only upon advance notice to SMBF; (g) break or circumvent any security measures or rate limits for Services; (h) distribute any portion of the SMBF Technology other than as specifically permitted above; or (i) remove or obscure any proprietary or other notices contained in the SMBF Technology including in any reports or output obtained from the SMBF Technology.

6.3. You are responsible for providing, at your own expense, all equipment necessary to use the services, including a computer, modem, and Internet access (including payment of all fees associated with such access).

6.4. We reserve the sole right to either modify or discontinue the site, including any of the site's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the services on this site shall also be subject to the Terms of Use in effect at the time of their implementation.

7. AVAILABILITY OF SERVICES; SUPPORT.

7.1. Availability.

Subject to the terms of this Agreement and any scheduled maintenance and unavailability caused by: (a) actions or omissions of Client; (b) failures, errors or defects in the facilities, hardware, software or network of Client; or (c) circumstances that constitute a force majeure event or that are beyond SMBF's reasonable control, the Services will be available for access via the Website 99.0% of the time during of the applicable Subscription Term. Client's sole remedy and SMBF's sole liability for failure to meet the aforementioned availability shall be support in accordance with Section 7.2.

7.2. Support.

SMBF makes available web-based support through the Website. Additional support services may be available to Client subject to payment of applicable fees (if any), as specified in any applicable Subscription Documentation. Any support services are subject to this Agreement and SMBF's applicable support policies. SMBF's ability to deliver the Services will depend on Client's reasonable and timely cooperation and the accuracy and completeness of any information from Client needed to deliver the Services.

8. INDEMNIFICATION

8.1. Client will indemnify and hold harmless SMBF and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "SMBF Entities") from and against any third-party claims and related costs, damages, liabilities and expenses (including reasonable attorney's fees) arising from or pertaining to: (a) your unauthorized use of, or misuse of, the Services; (b) your violation of any applicable law or third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (c) any dispute or issue between you and any third party (including your Customers); (d) any demand, dispute or issue (including without limitation fee disputes) between you and your Payment Processor (as defined in the applicable Additional Terms); (e) any Client Data; (f) SMBF's use, as contemplated in this Agreement, of any information provided to SMBF by you or your Customers; (g) breach or alleged breach of this Agreement, including Client's Warranties and Obligations; (h) any claim of a governmental entity or other party that you have violated any law, rule, or regulation; or, (i) if applicable, alleged breach or breach of Client's obligations contained in the BAA. Client also agrees to defend the SMBF Entities against these claims at SMBF's request, but SMBF may participate in any claim through counsel of its own choosing and the parties will reasonably cooperate on any defense. In the event SMBF assumes exclusive defense of such clients, Client agrees to cooperate with our defense of any such claims. Client must not settle any claim without SMBF's prior written consent if the settlement does not fully release SMBF from liability or would require SMBF to admit fault, pay any amounts or take or refrain from taking any action.

9. ENTIRE AGREEMENT

9.1. These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

10. FEES AND PAYMENT

10.1. Fees.

The Services are provided on an ongoing subscription-basis including automatically recurring payments for periodic charges, according to the terms and conditions referenced in the Subscription Documentation ("Subscription"). Client agrees to pay to SMBF the fees for the Subscription to the Services or any Bundle ("Subscription Fees") and any additional fees (if applicable), all as set forth in the applicable Subscription Documentation (collectively, the "Fees"). Unless otherwise specified in the applicable Subscription Documentation, payment for all Fees is due within thirty (30) days of the invoice date.

10.2. Payment of Fees.

Unless otherwise specified in the applicable Subscription Documentation, all Subscription Fees shall be paid monthly in advance, though overage fees (if any) may be charged in arrears, and all references to currency set forth herein shall mean EUROS, with all payments hereunder to be made in EUR. Subscription Fees are non-refundable and non-creditable, except as expressly set forth in Sections 2.4 (Modification of the Services) and 11.3 (Termination for Cause). If the payment method selected on the applicable Subscription Documentation is credit card, ACH, or direct debit, Client authorizes SMBF to charge the Subscription Fees automatically, on an auto-renew basis on your Subscription Start Date (as defined below) for each subsequent Subscription Term. The Subscription will continue unless and until you or SMBF terminate your Subscription in accordance with Section 11. You must cancel your Subscription before it renews in order to avoid billing of the next periodic Subscription Fees to your account.

10.3. Taxes.

SMBF's Fees are exclusive of all taxes, and Client must pay any applicable taxes or levies, whether domestic or foreign, other than taxes based on the income of SMBF. Client will make tax payments to Po SMBF to the extent amounts are included on SMBF's invoices. Should SMBF be unable to process/receive the Fees when due and owing, payment shall be considered overdue. SMBF shall have the right to charge interest on all overdue amounts at the annual rate of 12%, compounded monthly, or the maximum lawful amounts, whichever is less. Additionally, after payment becomes overdue, SMBF shall have the right to immediately suspend Client's access to the Services and/or seek to enforce Client's payment obligations including through the use of third-party services.

10.4. Annual Fee Increase.

SMBF reserves the right to increase Fees for any Services, upon sixty (60) days' prior written notice, effective on the start date of your subsequent Subscription Term.

11. TERM AND TERMINATION.

11.1. Term. This Agreement is effective until the applicable Subscription Term for the Services has expired or the Subscription is terminated as expressly permitted herein. Unless otherwise stated in Client's Subscription Documentation, the initial term for any Subscription to the Services is twelve (12) months and will automatically renew for subsequent periods of equal duration (the "Subscription Term"), unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. Client may give notice of non-renewal by sending an email to support@smbf.com. If no Subscription start date is specified on the applicable Subscription Documentation, the Subscription starts when Client first

obtains access to the Services ("Subscription Start Date"). By agreeing to any Subscription Documentation, Client is agreeing to pay applicable fees for the entire Subscription Term. Client cannot cancel or terminate a Subscription Term except as expressly permitted by Section 8.3 (Termination for Cause).

11.2. Suspension of Services. SMBF may suspend Client's access to the Services if: (a) Client's account is overdue or (b) Client has exceeded its Scope of Use limits. SMBF may also suspend Client's access to the Services, remove Client Data or disable Third-Party Products if it determines that: (i) Client has breached Sections 3 (Use Rights; Restrictions) or 5 (Client Obligations); or (ii) suspension is necessary to prevent harm or liability to other Clients or third parties or to preserve the security, stability, availability or integrity of the Services. SMBF will have no liability for taking action as permitted above. For avoidance of doubt, Client will remain responsible for payment of Fees during any suspension period. Unless this Agreement has been terminated, SMBF will cooperate with Client to restore access to the Services once it verifies that Client has resolved the condition requiring suspension.

11.3. Termination for Cause. Either party may terminate this Agreement, including any related Subscription Documentation, if the other party: (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice detailing the breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). If Client terminates during the Subscription Term for any reason other than the foregoing, Client will be responsible for the Fees due for the entire Subscription Term. SMBF may also terminate this Agreement or any related Subscription Documentation immediately if Client breaches Sections 3 (Use Rights; Restrictions) or 5 (Client Obligations), for repeated violations of other Sections of this Agreement, or if applicable, a breach of the parties' BAA.

11.4. Effect of Termination. Upon any expiration or termination of this Agreement or any Subscription Documentation: (a) Client's license rights shall terminate and it must immediately cease use of the Services (including any related SMBF Technology) and delete (or, at SMBF's request, return) any and all copies of any SMBF documentation, scripts, passwords or access codes and any other SMBF Confidential Information in Client's possession, custody or control and (b) Client's right to access any Client Data in the applicable Services will cease, and unless otherwise precluded by a BAA, SMBF may delete any such data in its possession at any time. If SMBF terminates this Agreement for cause as provided in Section 8.3 (Termination for Cause), any payments for the remaining portion of the Subscription Term will become due and must be paid immediately by Client. Except where this Agreement specifies an exclusive remedy, all remedies under this Agreement, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.

11.5. Survival. The following Sections survive any expiration or termination of this Agreement: 1 (Definitions); 3 (Use Rights; Restrictions); 4 (Client Data); 7 (Fees and Payment); 8 (Term and Termination); 9 (Confidential Information); 10 (SMBF Technology); 11 (Third-Party Products and Integrations); 12 (Indemnification); 13 (Disclaimers); 14 (Limitations of Liability); 15 (Dispute Resolution); and 16 (General).

12. CONFIDENTIAL INFORMATION.

12.1. **Obligation of Confidentiality.** Except as otherwise expressly permitted in this Agreement, each party (as the receiving party) must: (a) hold in confidence and not disclose the other party's Confidential Information to third parties; and (b) use the other party's Confidential Information only as necessary to fulfill its obligations and exercise its rights under this Agreement. Each party may share the other party's Confidential Information with its employees, agents, contractors or subcontractors having a legitimate need to know (which, for SMBF, includes the subcontractors referenced in Section 16.4), provided that such party remains responsible for any recipient's compliance with the terms of this Section 9 and these recipients are bound to confidentiality obligations no less protective than this Section.

12.2. **Exclusions.** These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (a) is or becomes public knowledge through no fault of the receiving party; (b) was known by the receiving party prior to receipt of the Confidential Information; (c) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (d) is independently developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required by law or court order, provided it gives advance notice (if permitted by law) and cooperates in any effort by the other party to obtain confidential treatment for the information.

12.3. **Remedies.** The parties acknowledge that disclosure of Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy, and so upon breach of this Section each party is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law.

13. SMBF TECHNOLOGY.

13.1. **Ownership and Updates.** By accepting this Agreement, Client acknowledges that it is obtaining only a limited right to use the Services and irrespective of any use of the words "purchase", "sale" or similar terms, no ownership rights are transferred to Client under this Agreement and, except as expressly permitted by such limited right, Client may not make any use of SMBF Technology. Client agrees that SMBF (or its suppliers) retains all rights, title and interest (including all intellectual property rights) in and to all Services, products, any and all related documentation, software, technology, code, know-how, logos, trademarks, service marks, and templates (including in any reports or output obtained from the Services), anything delivered as part of support, materials or other services, and any updates, modifications or derivative works of any of the foregoing, including as may incorporate any Feedback (as defined below) ("SMBF Technology") provided by SMBF (which is deemed SMBF's Confidential Information) and reserves any licenses not specifically granted herein. The Services are offered as an on-line, hosted product. Accordingly, Client acknowledges and agrees that it has no right to obtain a copy of the software behind any Services and that SMBF at its option may make updates, bug fixes, modifications or improvements to the Services from time-to-time.

13.2. Feedback. If Client elects to provide any suggestions, comments, improvements, information, ideas or other feedback or related materials to SMBF (collectively, "Feedback"), Client hereby grants SMBF a worldwide, perpetual, non-revocable, sublicensable, royalty-free right and license to use, copy, disclose, license, distribute and exploit any such Feedback in any manner without any obligation, payment or restriction based on intellectual property rights or otherwise. Nothing in this Agreement limits SMBF's right to independently use, develop, evaluate or market products, whether incorporating Feedback or otherwise.

14. MISCELLANEOUS

14.1. In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorney's fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred. You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

14.2. You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site. Review gating by you is strictly prohibited. Review-gating is the process of filtering customers before asking them to leave a review. This is typically done by sending a message to customers asking if their experience was positive or negative. If they had a positive experience, they are asked to leave an online review, but if they had a negative experience, they are prompted to leave feedback which will not be made public. When soliciting reviews using the Site, you must provide all recipients the same options to provide feedback, regardless of whether the experience is positive or negative.

14.3. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

14.4. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

15. CONTACT INFORMATION

Except as explicitly noted on this site, the services available through this site are offered by SMBF, a SMBF OU enterprise, located at Estonia, Tartu mnt 67/1-13b, Harjumaa, Tallinn, Kesklinna linnaosa, 10115. Our telephone number is +371 28345106. If you notice that any user is violating these Terms of Use, please contact us at info@smbf.com.

16. LIMITATION OF LIABILITY

16.1. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL SMBF OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, COSTS OF DELAY, REPUTATIONAL HARM, OR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SMBF'S OR ITS SUPPLIERS' TOTAL LIABILITY EXCEED IN AGGREGATE FIVE HUNDRED EUROS (500.00 EUR). NOTWITHSTANDING THE FOREGOING, NONE OF THE LIMITATIONS IN THIS SECTION 16 EXCLUDES EITHER PARTY'S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE. IN ADDITION, THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THIS AGREEMENT, THIS SECTION 14 SHALL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY SUCH LAW. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 14 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SMBF TECHNOLOGY OR ANY RELATED SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17. USE OF LOGO / TESTIMONIALS

17.1. You agree that we can use for our reasonable advertising purposes your logo and/or trade name to indicate that you are a customer and user of the site. In addition, if you submit to us a testimonial or other comment about the site, you agree that we can use these for our reasonable advertising purposes.