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ACCEPTANCE OF TOU

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING THE WEBSITE OR USING THE SERVICE YOU, YOUR HEIRS, AND ASSIGNS (COLLECTIVELY, "**YOU**") ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE (the "**TOU**"), WHETHER OR NOT YOU HAVE REGISTERED ON OR THROUGH THE SERVICE. If you accept or agree to these TOU on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these TOU and, in such event, "you" and "your" will refer and apply to that company or other legal entity. Certain areas of the Service, including, but not limited to, the areas of the Service through which you may purchase DONIT products, may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions ("**Product-Specific Terms**"). If there is a conflict between these TOU and terms and conditions posted for a specific area of the Service, the Product-Specific Terms will take precedence with respect to your use of or access to that area of the Service.

These TOU are also comprised of:

Privacy policy

Terms of sale

ACCOUNT REGISTRATION

In order to access or use certain features of the Service you may be required to create an account ("**Account**") and become a "Registered User" of the Service. During the registration process you will be required to provide certain information and establish a username and a password. You agree to provide accurate, current and complete information during the registration process and at other times when you use the Service and to update such information to keep it accurate, current and complete. DONIT reserves the right in its sole discretion to refuse to keep Accounts for, or provide services to, any individual. DONIT reserves the right to suspend or terminate your Account if any information provided during the registration process or at other times proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify DONIT of any unauthorized use of your Account.

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You hereby agree to defend, indemnify, and hold DONIT harmless from and against, any and all losses, liabilities, damages, and/or claims (including, without limitation, attorney's fees and costs) arising from your breach of these TOU, or otherwise arising from your use or misuse of the Site or Services.

ELECTRONIC COMMUNICATIONS

When you use any Service, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that DONIT provides to you electronically satisfy any legal requirement that such communications be in writing.

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WE BOTH AGREE ABOUT THESE LIABILITY LIMITATIONS, THAT SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR SPECIFIED OTHER DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY, OR MAY NOT FULLY APPLY TO YOU.

DONIT PROVIDES NO WARRANTY REGARDING AND WILL HAVE NO RESPONSIBILITY FOR ANY CLAIM ARISING OUT OF:

- (I) USE OF SOFTWARE IN CONTRARY WITH PROVISIONS OF THIS TERMS AND CONDITIONS OR ITS PURPOSE
- (II) MODIFICATION OF SOFTWARE MADE BY ANYONE OTHER THAN DONIT UNLESS VISIONECT AUTHORISED SUCH MODIFICATION
- (III) DAMAGES DUE TO IMPROPER OR SLOPPY USE
- (IV) USE OF SOFTWARE IN COMBINATION WITH ANY OPERATING SYSTEM OR ANY SOFTWARE OR/HARDWARE NOT AUTHORISED OR FORBIDDEN BY VISIONECT.

DONIT PROVIDES NO WARRANTY AND WILL HAVE NO RESPONSIBILITY FOR

- (I) OPERATION OF SOFTWARE TO BE UNINTERRUPTED
- (II) OPERATION OF SOFTWARE TO BE ERROR FREE
- (III) THAT THE FUNCTIONS CONTAINED IN SOFTWARE WILL MEET REQUIREMENTS
- (IV) THAT SOFTWARE WILL BE COMPATIBLE WITH ANY SOFTWARE OR HARDWARE, EXCEPT SOFTWARE AND FIRMWARE AUTHORISED BY DONIT

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DONIT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE.

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EXPORT CONTROL

DONIT Service thereof supplied by DONIT under these Terms are subject to export controls under the laws and regulations of the Republic of Slovenia ("Slovenia") and any other applicable countries' laws and regulations. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of DONIT Service and will obtain all required Slovenian and other local authorizations, permits, or licenses. DONIT and you each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. You shall not export DONIT Service without proper and appropriate governmental approvals, necessary for such export or re-export and for the avoidance of doubt it shall be your responsibility to obtain such approvals. You certify that you are not a person with whom DONIT is prohibited from transacting business under applicable law. You represent that you are not located in any country or on any list where the provision of Service to you would violate applicable law. You also agree not to use or enable use of them for any purposes prohibited by applicable law or export or re-export any DONIT Service with knowledge that it will be used in the design, development, or use of chemical, biological, nuclear or ballistic weapons or for any other criminal or illegal activity.. Laws and regulations change frequently. It is your responsibility to know the law pertaining to export/import procedures in the country of destination of Service. You shall defend, indemnify, and hold DONIT harmless against any liability (including attorneys' fees) arising out of your failure to comply with the terms of this Clause.

You also represent and warrant that your officers, employees and agents shall comply with the anti-corruption laws of your resident country and Laws of Republic of Slovenia, so you will not (1) authorize the giving of, offer, or give anything of value to a government official, a political party or party official, a political candidate, or an official of a public international organization for the purpose of obtaining, retaining, or directing business to any person by (i) influencing any act or decision by the recipient or (ii) inducing the recipient to do or omit to do any action in violation of the recipient's lawful duty or (iii) securing any improper advantage, or (2) authorize the giving of, offer, or give anything of value to any other person with knowledge or firm belief that all or a portion of the payment or gift will be offered, given, or promised, directly or indirectly to a government official, a political party or party official, a political candidate, or an official of a public international organization for the purpose of obtaining, retaining, or directing business.

SEVERABILITY

In the event that any provision of these TOU is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these TOU, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These TOU are effective unless and until terminated by either you or DONIT. You may terminate these TOU at any time by notifying us that you no longer wish to use DONIT'S Services, or when you cease using DONIT'S sites.

If in DONIT'S sole judgment you fail, or DONIT suspects that you have failed, to comply with any term or provision of these TOU, DONIT also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to Services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these TOU shall not constitute a waiver of such right or provision.

These TOU and any related Terms and policies operating rules posted by DONIT on this site or in respect to The Service constitutes the entire agreement and understanding between you and DONIT and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the TOU).

Any ambiguities in the interpretation of these TOU shall not be construed against the drafting party.

GOVERNING LAW

These TOU and any related Terms and policies as well as separate agreements whereby DONIT provides you Services shall be governed by and construed in accordance with the laws of Slovenia.

DISPUTE RESOLUTION

In the event that DONIT'S customer service department is unable to resolve a complaint to your satisfaction and you decide to pursue a legal claim, we agree to resolve such disputes arising out of these TOU through the court system located in Slovenia.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the TOU at any time at this page.

DONIT reserves the right, at its sole discretion, to update, change or replace any part of these TOU by posting updates and changes to DONIT'S websites. It is your responsibility to check websites periodically for changes. Your continued use of or access to DONIT website or the Service following the posting of any changes to these TOU constitutes acceptance of those changes.