

# Terms of Service

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Please read these Terms of Service (“Terms”, “Terms of Service”) carefully before using this site, and all the sites listed below under our brand. By using these sites, you agree to these Terms and are bound by its provisions.

These Terms apply to your use of all sites and services owned, hosted, or operated by Biva d.o.o. (collectively “we,” “us,” or “our”), including all sites and services on [www.matejadebeljak.com](http://www.matejadebeljak.com). These Terms also apply to any other site that we do own and operate or may own or operate in the future including social media sites (collectively, the “Service”). Unless we say otherwise, all references to the Service in these Terms include all such Service. These Terms do not apply to your use of unaffiliated sites to which any of the Service may link to or direct you to.

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

**By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access or use the Service.**

## Restrictions

The contents of the Service are protected by copyright and trademark laws, and are the property of their owners. All information on the sites is copyrighted by Mateja Debeljak or Biva d.o.o. Unless otherwise noted, you may access and use the information and materials within the sites for your personal use only. You may not change, modify, delete, display, transmit, adapt, exploit, or copy for distribution or sale any information, material, trademark, or copyright on the sites. You must obtain written permission from us or any other entity who owns intellectual property on the sites before you may publish, distribute, display, or commercially exploit any material from the sites. By using the sites, you agree to abide by all copyright notices or other posted restrictions.

## Purchases

If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

## **Links to Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by us.

These Terms apply only to our Service, and not to the sites and services of any other companies or organizations, including those we link to. We do not maintain, create, endorse, or take any responsibility for the contents, advertising, products or other materials made available through any other site, including those we link to. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any content, goods or services available on any other site.

## **Availability, Errors and Inaccuracies**

We are constantly updating product and service offerings on sites. We may experience delays in updating information on our sites and in our advertising on other web sites. The information found on our sites may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on our sites and we cannot guarantee the accuracy or completeness of any information found on the sites.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **Termination**

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Indemnification**

You agree to defend, indemnify and hold harmless Biva d.o.o. and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

## **Limitation of Liability**

In no event shall Biva d.o.o., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration

of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any advice, goods or services you receive from a guest speaker through the Service or at one of our events.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, either expressed or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. We disclaim all warranties, expressed or implied, including but not limited to implied effectiveness of the ideas or strategies listed on our sites as well as those that are provided in our products or to our participants at our events.

Biva d.o.o., its subsidiaries, affiliates, and our licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

We do not endorse, warrant or guarantee any writers, speakers, products or services offered through Service or those we link to. We are not a party to, and do not monitor, any transaction between users and third-party providers of products or services.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **Confidentiality and Non-Compete**

Users of the Service hereby understand that the tools, processes, strategies, materials and information presented through the Service are copyrighted and proprietary, so users agree not to record, duplicate, distribute, teach or train from our information in any manner whatsoever without our express written permission. Any unauthorized use or distribution of the Service proprietary concepts, materials, and intellectual property by you or your representatives is prohibited, and legal action and full damages will be pursued if these Terms are violated in order to protect its rights.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Slovenia.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between

us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time, so please check them periodically for changes.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms, whether or not you have reviewed them or been notified about them. If you do not agree to the new terms, you are no longer authorized to use the Service.

### **Contact Us**

If you have any questions about these Terms, please contact us at [mateja@biva.si](mailto:mateja@biva.si).