

# Terms of Use

Thanks for your interest in our Website at <https://fixit.lv/>

Your use of this Website, including the content, materials and information available on or through this Website (together, the “Materials”), is governed by these Terms of Use (these “Terms”) and our Privacy Policy.

## Acceptance of Terms of Use

Please read these Terms of Use and Privacy Policy very carefully. If you do not agree to any of the provisions set out in those documents, you should not use the Website. By accessing or using the Website, you represent and warrant that you have read and understood the Terms of Use, will abide by them.

## Who We Are And How We Interact Through the Website

This Website is maintained and operated by SIA "FIXIT" with its registered number 40203114595 and address at Riga, Hipokrata iela 17 - 136, LV-1079. The company provides the following services:

- a. Design (design of websites, applications, business systems)
- b. Software Development (websites, applications, business systems)
- c. IT Consulting
- d. IT Infrastructure Management

For you to understand how the Website works and how you can order/buy a service from us, below we give a step-by-step instruction of our mutual interaction:

1. You learn the Website and fill in the Contact Form;
2. We contact you using details entered by you on the Website, prepare individual commercial offer and send this offer to you for your acceptance;
3. Conclusion of the contract;
4. You receive an email with an invoice and a link where you can settle the invoice;
5. After receiving the payment, we start rendering services according to the Contract.

## Refund and Cancellation Policy

All our projects require extensive resources, consumes our time and incurs internal expenses. Therefore, once a payment or deposit is made, it is non-refundable. If a project gets cancelled, delayed or postponed by you, then all monies paid will be retained by SIA "FIXIT" and if applicable, an additional cost will be charged to you for all work completed beyond what was already paid for. No exceptions.

## Delivery Policy

Upon the receipt of the payment, the services will be performed to you in accordance with the terms applicable to the services that you purchased. The nature of the services you purchased and the date of your purchase may impact the timing of performance of the services. The services will be deemed to be successfully delivered to you upon the performance of the services.

## **Materials**

ALL MATERIALS ARE PROVIDED "AS IS," MAY NOT BE RELIED UPON FOR ANY PURPOSE, AND ARE NOT SUBJECT TO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. In particular, we make no representations or warranties with regard to the Materials' accuracy, completeness, non-infringement or fitness for a particular purpose. You should be aware that a significant portion of the Materials include or consist of information that has been provided by third parties and has not been validated or verified by us. Please ensure that your own computer security is comprehensive and up to date. We accept no responsibility for viruses, malware or other malicious or damaging software contained in the Materials or otherwise.

## **Third-Party Sites**

We accept no responsibility for third-party sites available through this Website, via hyperlink or otherwise. You are encouraged to review the terms of use applicable to those sites. Any access to, or use of, a third-party site is solely at your own risk.

## **Restrictions on Use; No License**

We reserve all rights with respect to the design and content of this Website. In particular, you must not misappropriate the design or content of this Website and you must not alter or deface such design or content in any way. Nothing on this Website grants any license with respect to such design or content, except that you may download and use Materials solely for your own personal information.

## **Ownership of Trademarks, Etc.**

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## **Limitation of Liability**

SIA "FIXIT" SHALL HAVE NO LIABILITY TO YOU BASED UPON YOUR USE OF, OR RELIANCE UPON, THIS WEBSITE OR THE MATERIALS. Some jurisdictions limit our ability to disclaim liability. With regard to those jurisdictions, our liability shall be limited to the greatest extent permitted by applicable law.

## **Data protection, privacy and cookies**

All personal data that you provide to us in connection with your use of the Website is collected, stored, used, disclosed and otherwise processed by SIA "FIXIT" in accordance with our Privacy Policy. In addition, we use cookies to help us understand how people are using the Website, so that we can continue to improve the service we offer. Our use of cookies, and how to disable cookies, is explained in our Privacy Policy.

## **Changes to Terms of Use**

We reserve the right to change, alter, replace or otherwise modify these Terms of Use at any time, for example to address legal or regulatory changes or changes to features or functionality made

available through the Website, in our discretion. The date of last modification is stated at the end of these Terms of Use. It is your responsibility to check this page from time to time for updates.

### **Miscellaneous**

If it is illegal or prohibited in your country of origin to access or use this Website, then you should not do so. Those who choose to access this Website, access it on their own initiative and are responsible for compliance with all local laws and regulations. These Terms, and any disputes relating to these Terms or your use of this Website or the Materials, shall be governed in all respects by the laws of EU, without regard to conflicts of laws principles. Our rights under these Terms may be waived by us only in writing. These Terms are binding on you as well as your successors and permitted assigns. In the event any provision of these Terms is determined to be invalid or unenforceable, such provision shall be deemed severed from the remainder of these Terms and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and shall not cause the invalidity or unenforceability of the remainder of these Terms.

### **Contact Information**

If you have any questions or comments on these Terms please contact us at email: [info@fixit.lv](mailto:info@fixit.lv).

*Last modified: November 2, 2020*