

Terms of Service

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Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Blue Software, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.

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If you create an account on the Website, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must not publish on the Website any material in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and Blue Software may change or remove any material that it considers inappropriate or unlawful, or otherwise likely to cause Blue Software liability. You must immediately notify Blue Software of any unauthorized uses of your account or any other breaches of security. Blue Software will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

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If you post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

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- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- your account is not named in a manner that misleads other people visiting the Website into thinking that you are another person or company; and

- the Content is not designed to manipulate the rankings of vendors or other people using the Website.

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As Blue Software asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Website violates your copyright, you are encouraged to notify Blue Software at the contact information below. Blue Software will attempt to terminate a visitor's access to and use of the Website if, under appropriate circumstances in our sole discretion, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Blue Software or others. In the case of such termination, Blue Software will have no obligation to provide a refund of any amounts previously paid to Blue Software.

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Blue Software may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Account (if you have one), you may simply discontinue using the Website. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

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General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the Blue Software Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless Blue Software, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, arising out of your use of the Website, including but not limited to your violation of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between Blue Software and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Blue Software, or by the posting by Blue Software of a revised version in accordance with this Agreement. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the

Website and all disputes, claims or other matters arising from or relating to your use of the Website will be governed by the laws of Czech Republic applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The proper venue for any disputes arising out of or relating to any of the same will be courts situated in the City of Prague, Czech Republic and you submit to the jurisdiction of such courts. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Blue Software may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, have been and shall be drawn up in the English language only.

If you have any questions regarding this Agreement or your use of the Website, please contact us here: contact@foodtruckfinder.eu