

Updated: 25.05.2023

## TERMS AND CONDITIONS

Welcome to the website <https://www.consulting24.co> ("Website")! This Website is governed and operated by Consulting24 OÜ, having its legal address at Rävåla puistee 19, Tallinn, 1043, Estonia, ("Consulting24," "we", "Service Provider"). These Terms and Conditions are the binding legal agreement between you, visitor of our Website/user of our Services (the "Client," "you"), and Consulting24.

By visiting and browsing our Website and/or ordering our Services (as defined below), you acknowledge and agree to these Terms and Conditions (hereinafter referred to as the "Terms"). If you do not agree to be bound by these Terms, you shall not use our Services. Please read these Terms carefully before using our Services.

## OUR SERVICES

Consulting24 provides a range of professional consulting services, including but not limited to business development, strategic planning, marketing, finance, and operations (hereinafter referred to as the "Services"). The details of our Services and the terms of their delivery are provided on the Website. Additional services or specific requests can be discussed and negotiated separately between the Client and Consulting24.

Please note that Consulting24 is not a law firm and does not provide legal advice. Our consultants and employees do not offer legal, tax, or professional services or advice.

## ELIGIBILITY

Consulting24 offers its Services to both individuals and legal entities, provided they comply with these Terms and applicable laws.

To use our Services, you must be at least eighteen (18) years old and capable of entering into legally binding agreements.

If you are ordering our Services on behalf of a legal entity, you represent and warrant that: (a) the legal entity you represent is duly organized and validly existing under the applicable laws of its jurisdiction, and (b) you have the necessary authority and permissions to act on behalf of such legal entity.

In accordance with anti-money laundering and anti-terrorism financing regulations, Consulting24 does not provide Services to politically exposed persons, individuals included in European, US, and international sanctions lists, and residents of high-risk third countries.

We reserve the right to verify the identity of each Client before accepting their request for Services (please refer to our Identity Verification section below for more information).

By using our Services, you represent and warrant that you meet our eligibility requirements and will continue to do so throughout your use of our Services. If we suspect that you do not meet our eligibility criteria and/or you violate these Terms or applicable laws, we may restrict your access to our Services.

## IDENTITY VERIFICATION

You agree to provide us with the information necessary for identity verification, money laundering detection, terrorist financing prevention, fraud prevention, or any other financial crime detection, as requested by us. You also grant us permission to retain and store such information as long as required by applicable law. We may request you to undergo an identity verification process and submit additional identification documents for enhanced due diligence. Failure to complete the identity verification process may result in the termination of our Services.

## ORDERING OUR SERVICES

To order any Service from Consulting24, you need to contact us using the contact form on the Website. Consulting24 will review your inquiry. Please note that your inquiry and subsequent correspondence do not guarantee our acceptance to provide the requested services. Our acceptance will be confirmed through a separate email, which constitutes our agreement to provide you with the Services. Unless otherwise agreed in writing, our Services are subject to these Terms.

Consulting24 may request the Client to provide necessary documents and information to verify their identity and comply with the know-your-customer (KYC) and anti-money laundering (AML) procedures, as required by the applicable regulations. Additional documents may be requested for enhanced due diligence, in compliance with the applicable law.

## DISCLAIMER

Please note that Consulting24 does not provide any financial or investment advice related to the Services described in these Terms. The information and materials provided on the Website are for informational purposes only and should not be construed as a solicitation to enter into any transaction. They should not be interpreted as legal advice or opinion.

Every business is unique, and Consulting24 cannot guarantee that the options or strategies discussed in the Services are suitable for your specific situation. Consulting24 is not a law firm and does not provide legal services or legal advice. If you require legal services, we recommend consulting a qualified attorney.

The information provided on the Website is general in nature. While we make efforts to keep our Website updated, the information contained on the Website may not always reflect the most current legal developments. Consulting24 disclaims any liability, loss, or risk incurred as a consequence of using or applying the contents of this information. We strongly advise you to contact us or seek advice from a qualified legal counsel for legal or financial matters relevant to your specific situation.

## PERSONAL DATA

Consulting24 collects, stores, uses, and protects Client's personal data in accordance with the Privacy Policy, which is an integral part of these Terms.

## USE OF OUR SERVICES

Our Services are intended for lawful purposes only. By ordering our Services, the Client agrees to:

Provide accurate and complete information as reasonably requested for the provision of the Services.

Pay for our Services within the agreed-upon terms.

Not use our Services for any illegal or harmful purposes.

Keep us informed of any changes to the submitted information that are vital for the performance of the Services, such as changes in passport details, address, authorized recipients of notifications, reports, and legal matters.

Comply with any tax obligations or filing requirements resulting from the use of our Services.

Certain Services may require Consulting24 to file and submit documents on behalf of the Client. To prepare these documents, we may request the Client to provide necessary information and documents, such as the name and address of the Client or their company, passport scans, etc. The Client represents and warrants that all information and documents provided will be complete, accurate, and submitted in a timely manner.

## OFFICIAL BODIES

Consulting24 is not responsible for any actions or decisions made by official bodies in relation to company registration or obtaining licenses. Unless otherwise agreed with the Client, Consulting24 does not provide translation services for documents or correspondence prepared or obtained during the provision of our Services.

## PAYMENT TERMS

Our fees are displayed on the Website. Special service rates may apply in certain circumstances, which will be negotiated between Consulting24 and the Client.

Fees for our Services are due and payable by the date indicated on the invoice.

Consulting24 reserves the right to unilaterally amend the fees displayed on the Website. In general, new fees will apply to new orders and will not affect orders already confirmed by us. In the event of fee amendments, Consulting24 will notify the Client by email. The Client's continued use of our Services constitutes acceptance of the updated fees, unless the Client rejects the updated fees and chooses to terminate the ordered Services by notifying us via email within seven (7) business days.

## REFUNDS AND CANCELLATION

Consulting24 strives to provide excellent Services to our Clients. If you are dissatisfied with our Services for any reason, please contact us, and we will make reasonable efforts to address your concerns. However, please note that we do not issue refunds for any payments made, including double payments. In the event of incorrect deposits, such payments will be considered as prepayments for future services rendered.

Please review the following refund policy:

### Project Cancellation:

If a client decides to cancel a project, the amount paid for that project will not be refunded. Instead, the client will receive a credit that can be utilized for future services provided by Consulting24.

### Accidental Transaction to the Service Provider (Consulting24) Account:

In the event that a client accidentally sends a transaction to the Service Provider (Consulting24) company account, we regret to inform you that the amount will not be refunded. However, we offer an alternative solution. The amount will be converted to a credit, which can be used as a credit for future services provided by Consulting24. This credit can be utilized towards any consulting services, purchases, or fees incurred on our website.

### Prepayment Expiration:

If a client fails to provide the necessary documents within a 6 months period starting from the date of prepayment made to the Consulting24 account, the prepayment will expire, and no further claims or refunds will be entertained.

### Eligibility for Credit:

To be eligible for the credit, you must provide us with proof of the accidental transaction, such as a transaction receipt or any other supporting documentation. This proof should clearly demonstrate the accidental transfer to the Service Provider (Consulting24) company account. Once we verify the accidental transfer, we will update your credit balance. Credit Usage:

The credited amount can be used for any Consulting24 services, purchases, or fees available on our platform. This credit is non-transferable and cannot be exchanged for cash or transferred to another account or user. Expiration of Credit:

The credited amount can be used 6 months from the date of the accidental transfer. If the credit is not utilized within this period, it will expire, and no further claims or refunds will be entertained.

Contacting Support:

If you believe you have made an accidental transaction to the Service Provider (Consulting24) company account, please contact our customer support as soon as possible. Our dedicated support team will guide you through the process of providing the necessary documentation and assist you in crediting your Consulting24 account. For any other refund inquiries or concerns, please refer to our general refund policy or contact our support team for further assistance.

We want to emphasize that we cannot be held responsible for any errors or delays caused by third parties. When providing our Services, we rely solely on the information and documents provided by you. Therefore, any omissions or errors on your part or by official bodies cannot be attributed to us. While we strive to perform our Services with utmost care and diligence, we cannot guarantee the exact processing time or successful completion of your Services.

Please be aware that any official fees and postal fees incurred during the course of our Services are non-refundable under any circumstances.

If an error is made on the part of Consulting24, we will take appropriate measures to rectify the situation by amending necessary documents or, at the sole discretion of Consulting24, refunding the fees paid by you to Consulting24.

## RIGHTS AND OBLIGATIONS OF CONSULTING24

Consulting24 uses its best efforts, skills, and abilities in performing the Services. Consulting24 is entitled to the remuneration for the Services in accordance with the fees indicated on the Website and/or special service rates negotiated between us.

When performing our Services, we may use the assistance of third-party providers.

Consulting24 has the right to unilaterally amend these Terms, suspend or terminate providing the Services if you violate these Terms and applicable laws.

## TERM AND TERMINATION

The provision of the Services shall commence on the date when Consulting24 receives the payment for the Services as indicated on the invoice and expire automatically on completion of performance of Services.

The Client shall have the right to terminate the Services by giving Consulting24 not less than 14 (fourteen) days prior written notice of its intent to terminate the Services. Please refer to Refund and Cancellation section for refund details.

The Client has a 6-month period from the day of service order to utilize the service. After this 6-month period, any pre-payment made by the Client will expire and cannot be used towards the service.

Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Services without liability on its part to the other party, on written notice given immediately if:

a) the other party commits a material breach of any of the material terms of these Terms; or b) the other party suspends or ceases to carry on all or a substantial part of its business. Consulting24

may immediately terminate the Services by serving written notice to the Client if the Client becomes insolvent or unable to pay its debts under these Terms.

## LINKED SITES

This Website may contain links to third-party web sites ("linked sites"). The linked sites are not under the control of Consulting24, and we are not responsible for the content of any linked site. Consulting24 makes no representations regarding the content or appropriateness of content on such sites. When you access a linked site from this Website, you leave this Website, and you do so at your own risk. You are responsible for viewing and complying with the terms and conditions posted on the linked site.

## INTELLECTUAL PROPERTY RIGHTS

The intellectual property contained in the Website and Services (and any derivative works based on them) is confidential and/or proprietary information of Consulting24, our affiliates, or its licensors and is protected by copyright and other intellectual property rights. All title, ownership, and intellectual property rights on the Website and Services shall remain with Consulting24, our affiliates, or licensors, as the case may be. All rights not otherwise claimed under the Terms or by Consulting24 are hereby reserved.

You further acknowledge and agree that the Website and Services are protected by copyrights, trademarks (whether registered or being under registration), service marks, patents, or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by Consulting24 or the applicable licensor, you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform, or create derivative works based on the Services or the Website, in whole or in part. Without limiting the foregoing, any reproduction, redistribution, reverse engineering, or decompilation of the Services or the Website is expressly prohibited by law and may result in severe civil and criminal penalties.

## NO WARRANTIES; LIMITATION OF LIABILITY

All Services are provided "as is" and "as available". Under no circumstances shall we be liable for the results or use of the Services. Consulting24 does not warrant or make any representations regarding suitability, availability, accuracy, reliability, completeness, or timeliness of any Services. We cannot ensure that the Services and other information provided on the Website are accurate, correct, reliable, exhaustive, or complete on every subject.

## INDEMNIFICATION

You agree to indemnify and hold Consulting24 and its subsidiaries, affiliates, officers, agents, licensors, employees, partners, licensors, or others involved in provisions of the Services, harmless from any and all claims, damages, losses, or liabilities, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of any action, inaction, or omission by you made on the Website or through the use of our Services.

## 17. FORCE MAJEURE

Consulting24 shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of Service resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, terrorism, strikes, fires, other catastrophes, power or telecommunications failure, or any other cause beyond its reasonable control.

## GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be construed and governed by the laws of Estonia without prejudice to its conflict of laws.

In the event of any dispute arising out of or in connection with these Terms or Services, the parties shall seek to negotiate a resolution within 7 days of such dispute arising. The parties shall act in good faith in order to resolve such dispute by way of negotiations.

You acknowledge and agree that all access and use of the Website and Services is at your own risk. Without prejudice to the generality of the foregoing, we will not be liable to you if the Website or Services are inaccessible or unavailable in whole or in part due to periods of downtime, or for any reason beyond our reasonable control, or because we are carrying out maintenance, upgrades, developments, or the like.

Under no circumstances shall Consulting24, including its subsidiaries, affiliates, officers, agents, licensors, employees, partners, or licensors, be liable to you for any direct, indirect, incidental, consequential, or punitive damages, loss of profits, or loss of expected revenue or gains resulting from the use of our Services, even if we are advised of or knew or should have known of the possibility of the same.

If any dispute is not resolved by negotiations within 7 days after the relevant written request has been sent, then such dispute shall be submitted and finally resolved by the Estonian courts.

## CHANGES TO TERMS

We may review and change these Terms at any time. Such changes are effective immediately upon posting, unless otherwise specified. When changes come into effect, the revised Terms shall supersede the previous version of the Terms. We will notify you by email if any material change comes into effect. Otherwise, we will post the Terms without notification. You are responsible for regularly reviewing these Terms.

## NO JOINT VENTURE

No joint venture, partnership, employment, or agency relationship exists between the Client and Consulting24 as a result of these Terms and Services.

## NO WAIVER

No waiver by either party of any default by the other in the performance of any provisions of these Terms shall operate as a waiver of any continuing or future default, whether of a like or different character.

## ASSIGNMENT

Consulting24 reserves the right to assign its obligations and duties in these Terms to any person or entity. The Client cannot assign its obligations and duties in these Terms to any person or entity without the prior written approval of Consulting24.

## NOTICES

Any notice or other communication to be given to Consulting24 under these Terms shall be in writing in the English language unless otherwise agreed between Consulting24 and the Client. Any notice or other communication from Clients shall take effect only when received by us unless such notice or another communication is contrary to these Terms.

## ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Consulting24 with respect to your use of the Services.

## CONTACT US

If you have questions in relation to these Terms or Services, please contact us at [mardo@consulting24.co](mailto:mardo@consulting24.co).