

#### TERMS and CONDITIONS

Effective date: 12.3.2023

These are the Terms and Conditions for using the Habitania Institute Website and Services. Please

read these terms carefully before using Our Services.

## **COMPANY INFORMATION**

Helena Sustar manages Habitania Institute under a registered business name Helena Sustar Tmi.

Service provider: Sustar Helena Tmi Finnish Business ID: 3206858-7 Location: Helsinki, Finland

Contact person: Helena Sustar, helenasustar.habitania@gmail.com

## WEBSITE INFORMATION

Website URL: habitaniainstitute.com Website name: Habitania Institute

This website includes general information about Habitania Institute and its services. We have produced the content of the website material for informational purposes on an "as is" basis, so you should not consider any information as specific advice to your situation.

Although we do our best, Habitania Institute cannot guarantee that the information is always 100% accurate. As a developing company, we might change and update our service offerings. Therefore, we are not responsible for the presented material's incorrectness, incompetence, or inapplicability if the information sometimes includes errors or needs to be completed.

During your visit to the website and if you use our services, you accept these terms and conditions. Please read these terms and conditions carefully before using Our Service.

# INTERPRETATION AND DEFINITIONS

## **INTERPRETATION**

The words of which the initial letter is capitalised have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in the singular or in the plural.

# **DEFINITIONS**

For the purposes of these Terms and Conditions:

Affiliate means an entity that controls is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for the election of directors or other managing authority. The country refers to Finland.



Company (referred to as either "the Company", "We", "Us", or "Our" in this Agreement) refers to Sustar Helena Tmi, Helsinki, Finland.

**Device** means any device that can access the Service, such as a computer, a cell phone or a digital tablet. **Service** refers to the Website.

Terms and Conditions (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions Agreement has been created with the help of the Terms Feed Terms and Conditions Generator.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third party that may be displayed, included or made available by the Service.

The website refers to Habitania Institute, accessible from habitaniainstitute.com. You mean the individual accessing or using the Service, the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **ACKNOWLEDGEMENT**

These are the Terms and Conditions governing this Service's use and the Agreement between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

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

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service. You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Company's Privacy Policy. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.



## LINKS TO OTHER WEBSITES

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over and assumes no responsibility for any third-party websites or services' content, privacy policies, or practices. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

### **TERMINATION**

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately.

#### INTELLECTUAL PROPERTY RIGHTS

Habitania Institute / Sustar Helena Tmi or a separately notified third party has the ownership, copyright and all other intellectual property rights to the material published on these pages unless otherwise stated.

You may view, browse, and save the material on your terminal device and print parts for personal use. Copying, saving, lending, forwarding and other exploitation of the material presented on the pages for commercial purposes is prohibited.

## LIMITATION OF LIABILITY

Habitania Institute is not responsible for the pages' functionality, the activities of external service providers, or the content of the services provided.

Moreover, Habitania Institute is not responsible for any costs, losses or other possible damages that may arise from using Habitania Institute pages or the advice or additional information given on these pages.

# "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of a course of dealing, course of



performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's providers make any representation or warranty of any kind, express or implied:

- a) as to the operation or availability of the Service, or the information, content, and materials or products included thereon.
- b) that the Service will be uninterrupted or error-free.
- c) as to the accuracy, reliability, or currency of any information or content provided through the Service; or
- d) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case, the exclusions and limitations outlined in this section shall be applied to the greatest extent enforceable under applicable law.

# **CHANGES**

Habitania Institute has the right at any time to change the content of the pages or stop publishing the pages, either temporarily or permanently.

Habitania Institute does not need to give advance notice for above mentioned actions. Finally, Habitania Institute is not responsible for delays in updating the material on the website.

## **APPLICABLE LAW**

The website of the Habitania Institute is to be used in Finland. Finnish law always applies to the use of the pages, regardless of which country the pages are used from.

Finnish law applies to the relationship between Habitania Institute and the users of these pages. All disputes will be dealt with and ultimately resolved in the competent district court.

## **DISPUTES RESOLUTION**

If You have any concerns or disputes about the Service, You agree first to try to resolve the dispute informally by contacting the Company.



## CHANGES TO THESE TERMS AND CONDITIONS

At Our sole discretion, we reserve the right to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice before any new terms take effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or part, please stop using the website and the Service.

## **CONTACT US**

If you have any questions about these Terms and Conditions, You can contact us:

By email: helenasustar.habitania@gmail.com

By visiting this page on our website: habitaniainstitute.com