Terms of Service

Last updated: 11.11.2024

# 1. Acceptance of Terms

Welcome to NORD ("Company", "we", "us", or "our"). By accessing or using our services, including our website, applications, and any other services we provide (collectively, the "Services"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use our Services.

### 2. Eligibility

You must be at least 18 years old to use our Services. By using our Services, you represent and warrant that you have the legal capacity to enter into a binding agreement.

# 3. Account Registration

To access certain features of our Services, you may need to create an account. You agree to:

- Provide accurate and complete information.
- Keep your account information updated.
- Maintain the confidentiality of your account credentials.
- Accept responsibility for all activities under your account.

### 4. Use of Services

You agree to use our Services only for lawful purposes and in accordance with these Terms. You must not:

- Violate any applicable laws or regulations.
- Infringe on the rights of others, including intellectual property rights.
- Engage in fraudulent or deceptive practices.
- Interfere with or disrupt the integrity or performance of the Services.

# 5. Intellectual Property Rights

All content, features, and functionality of the Services, including but not limited to text, graphics, logos, and software, are the exclusive property of the Company or its licensors and are protected by intellectual property laws.

#### 6. Limitation of Liability

To the fullest extent permitted by law:

- The Company, its affiliates, licensors, and service providers shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use or inability to use the Services.
- Our total liability to you for all claims is limited to the amount you have paid to us in the last twelve (12) months, if any.

### 7. Disclaimer of Warranties

The Services are provided on an "as is" and "as available" basis without warranties of any kind, express or implied. The Company disclaims all warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

### 8. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, and licensors from any claims, liabilities, damages, judgments, awards, losses, costs, or expenses arising from:

- Your violation of these Terms.
- Your use of the Services.

#### 9. Termination

We reserve the right to terminate or suspend your access to the Services at any time, without notice, for any reason,

including violations of these Terms.

#### 10. Governing Law

These Terms and any disputes arising out of or related to them shall be governed by and construed in accordance with the laws of Georgia, without regard to conflict of law provisions.

### 11. Dispute Resolution

Disputes arising from or related to these Terms or the Services shall be resolved through binding arbitration under the rules of Georgian International Arbitration Centre (GIAC), conducted in Tbilisi, Georgia. By agreeing to these Terms, you waive your right to a jury trial or to participate in a class action.

# 12. Changes to Terms

We may modify these Terms at any time. Changes will be effective immediately upon posting the updated Terms. Your continued use of the Services constitutes acceptance of the new Terms.

### 13. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

# 14. Entire Agreement

These Terms constitute the entire agreement between you and the Company regarding the use of the Services and supersede all prior agreements.

# 15. Contact Information

If you have any questions about these Terms, contact us at:

• Email: inbox@nord.international

• Phone: +995 510-000-266