

# Netikino Terms of Use

*These terms are valid as of 01.07.2019.*

The aim of these Terms of Use (the Terms) is to determine the conditions under which Netikino makes available to you on its webpage [www.netikino.ee](http://www.netikino.ee) a catalogue of audiovisual programmes (such as films, movie trailers, etc.) as part of a video-on-demand services (the services). The video-on-demand service allows you to stream the programmes from the online platform [www.netikino.ee](http://www.netikino.ee) (the Netikino) for personal, non-commercial use.

By visiting the webpage and using the services provided by Netikino you are accepting the Terms. If you have any questions please contact Netikino via email [legal@netikino.ee](mailto:legal@netikino.ee).

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## 1. Service Provider

Netikino is operated by Estonian company Energiasäästu Invest OÜ (registry code 11991353; address at Sõpruse pst 151, 13417 Tallinn, Estonia) and the latter is the provider of the services. For general questions, please contact Netikino at the following email address: [legal@netikino.ee](mailto:legal@netikino.ee).

The programme streaming solution is provided through video-sharing platform Vimeo: Vimeo inc.

## 2. General

Netikino operates in the territory of the entire world, however Netikino may restrict the distribution of any programme in any country or region which has more restrictive standards for what qualifies as offensive, illegal and/or infringing content and where the distribution of such content would violate the laws or cultural norms of such country or region; or where the video-sharing platform Vimeo might be blocked. Availability of programmes in such cases will be limited by way of geo-targeting, IP-blocking and/or other similar blocking systems. Netikino may also restrict the distribution of a programme in cases the rights' holder of the programme has limited

the sale and distribution area thereof, except where such blocking systems are not allowed.

You shall have access to the services if you have read and accepted these Terms. This means also that by ordering the services from Netikino, you accept the present Terms. If you do not comply with these Terms, you are not allowed to order the services and/or Netikino may limit or entirely deny you access to the services.

Netikino may amend or supplement the Terms at any time and it is your responsibility to read the Terms on the webpage before every order and to familiarise yourself with the newest version of the Terms. The present Terms are valid only if they are available on the webpage [www.netikino.ee](http://www.netikino.ee).

### **3. Who may use the services of Netikino**

The services of Netikino may be used by you:

- (a) if you are a natural persons who has reached the age of majority (this depends on where you live);
- (b) if you are at least 13, but are still a minor (this depends on where you live), you may use the services if you have the permission of your parent or legal guardian and considering that some programmes may have an age rating higher than your age.

By accepting these Terms you confirm that you have the right to use the services of Netikino.

Nevertheless, Netikino would like to explain that even if you are old enough to use the services of Netikino and/or you have the permission of your parent or guardian, some of the content made available by Netikino may contain "R-rated" material, nudity, profanity and mature subject matter, and thus not be appropriate for you. If the programme has been given an age rating, it is outlined in the programme description. If you are underage, do not watch programmes that are unsuitable for your age.

**Important for parents and guardians:** If you grant the child a permission to use the services of Netikino, you agree to the Terms on behalf of such child and you will be responsible for the use by the child, including that you will be responsible for supervising and monitoring the use of Netikino's services by the child.

### **4. System requirements - what do you need to use the services of Netikino**

You should review the system and connection requirements before purchasing any services of Netikino. Netikino shall bear no responsibility if you cannot use the services of Netikino because your Internet connection or device does not have the minimum required system settings.

To use the services of Netikino an Internet connection with a download capacity of at least 2 Mbit/sec is needed and your systems must meet the following minimum technical requirements:

- **Operating system:** Windows 7 when using a PC, ios 10 when using a Mac; Android 6.0 or ios 10 when using a tablet or smartphone; or any later versions of the operating systems;
- **Browser (recommended):** Google Chrome 35, Firefox 28, Safari 6, Internet Explorer 10.

Compatibility with later versions of these browsers will also be guaranteed.

Netikino may modify the technical requirements needed to access the services at any time.

## **5. How can you order the services of Netikino**

The order takes place in completing the following stages:

- (a) Choosing the programme; and
- (b) Familiarizing yourself with these Terms, Netikino [privacy notice](#) and Netikino [cookie policy](#), and confirming acceptance of such terms, including confirming that you are old enough to watch the programme you have selected, you agree to the delivery of the digital content to you and you are aware that the digital content is available to you and the viewing time begins immediately upon payment and thereupon you lose your right of withdrawal; and
- (c) Choosing the payment method and paying for the order.

The agreement between Netikino and you will be concluded from the moment you have successfully executed the payment. The programme will be available for you in Netikino and you can view the programme after receiving on your device screen the confirmation of your order after your payment.

Netikino does not retain the text of the contractual agreement as concluded with you after the conclusion thereof, but you will be able to download the order confirmation and the Terms applicable at the time of your order and save them on your device.

## **6. Available programmes, prices and payment**

You can see the list of the available programmes under section Movies and their prices are shown below every movie title on the webpage [www.netikino.ee](http://www.netikino.ee). All prices are listed in Euros and include all the taxes applicable to you.

Netikino may amend the programmes' selection and their prices at any time without announcement. The price of your order will be calculated based on the price listed at the moment of the order.

The payment of the placed orders must take place online using one of the following payment methods:

- (a) credit card (Visa, MasterCard, Maestro);
- (b) Estonian banklinks (Luminor, SEB, Swedbank, LHV Pank, Coop pank, LiisiID, Pocopay);
- (c) PayPal.

The payment is done outside of Netikino platform in payment service provider's secure environment.

Credit card payments and payments via Estonian banklinks are done by EVERYPAY AS (<http://every-pay.com/en>) or PAYPAL (<http://paypal.com/en>).

The purchased programme will be available to you as soon as Netikino has received the confirmation that the payment has been successful and you have received a confirmation on your device screen.

## **7. Delivery of order and use of the services**

After the order has been fully paid and processed you will have the option to watch the ordered programme within 24 hours (or when a longer streaming period, such as 48 or 72 hours or another time period, is displayed when placing the order then within such longer streaming period) as of receiving the confirmation on your device screen. Choosing not to watch the ordered programme within the streaming period as applied to such programme will not give rise to any claims, such as, but not limited to, refund or extension on the streaming period.

The purchased programme will be available for you in Netikino during the streaming period as applied to such programme and shown in your order confirmation, during which you may view the programme for an unlimited number of times on the device you used for placing the order.

Netikino cannot guarantee a speedy or successful streaming connection, as it depends on your device, location, Internet connection and ability to use Vimeo and the latter's service provision. Netikino is not responsible for interruption or other restriction of the streaming, if this is due to circumstances dependant on you, incl. your location, Internet connection or the device used by you. In case Vimeo is available in your location, the system requirements for using the services of Netikino are met and you have purchased the services (and that can be proved), but the streaming does not take place, then please contact immediately (and definitely within the viewing period as applied to such programme) Netikino via email [legal@netikino.ee](mailto:legal@netikino.ee) and Netikino will make every effort to facilitate successful streaming. In case it is proven that the interruptions or other restrictions are dependent on Netikino, then you will be offered a refund within 14 days as of it has been proven that the interruptions or other restrictions are dependent on Netikino for the programme that you could not view.

## **8. Absence of the right of withdrawal**

Although according to article 56 (1) of the Law of Obligations Act a consumer may withdraw from a distance contract within 14 days without giving any reason, then as the object of the services as provided by Netikino is a digital content (i.e. the programme) which is not delivered on a tangible medium, and the order is taken and delivered immediately, then based on article 53 (4) point 7<sup>1</sup> of the Law of Obligations Act you shall not have the right to withdraw from the contractual agreement and demand a refund after executing the payment (except in case as specified above in section 7 regarding delivery of order and use of the services). This means also that by ordering the services from Netikino, and accepting the present Terms, you agree with and expressly accept such absence of the right of withdrawal.

## **9. Intellectual property rights**

Netikino informs you that Netikino and third parties (holders of the rights of the programmes) hold

intellectual property rights to content on the [www.netikino.ee](http://www.netikino.ee) webpage. All programmes and other materials available in Netikino (texts, pictures, graphics, photos, music, animation, etc.), as well as the related layouts, designs, etc., are protected by national and international regulations regarding the intellectual property laws.

By successfully placing and paying for an order in Netikino, you will be granted only a limited and non-exclusive license to access and use the services of Netikino for your own personal non-commercial purposes, i.e. only for the personal viewing of the purchased programme. This license is personal to you and you may not assign or sublicense to anyone else.

The personal use means that you agree not to publicly stream, transmit or broadcast the programme or to edit, lend, exchange, reproduce, duplicate, and register the programme or any part thereof, nor to exploit any other right whatsoever as not expressly granted to you under these Terms.

The license granted to you for the use of the services of Netikino as a return for payment does not give you any right or claim to the intellectual property. In particular, you may not, either partially or entirely, copy, reproduce, translate, extract, change and/or create elements strongly resembling even one of the elements of the services nor to exploit any other right whatsoever as not expressly granted to you under these Terms. It is expressly forbidden, either partially or entirely, to reproduce, change and/or use all parts or any one part of the content available in Netikino (especially brands, commercial names, images, audio, graphics), regardless of the purpose and means, without having received written permission from Netikino.

## **10. Use of cookies and personal data protection**

All your personal data will be handled confidentially in accordance with the Netikino privacy notice, which forms a part of these Terms. Please review the [Netikino privacy notice](#) to learn about:

1. What personal data is Netikino processing
2. Where does Netikino get your personal data from
3. Why Netikino processes your personal data (purpose)
4. Legal basis of the processing
5. Children using Netikino
6. To whom Netikino discloses your personal data
7. Storing your personal data
8. Your rights and how you can use them.

Netikino uses cookies and similar tracking technologies in Netikino (and related sites). Please review the [Netikino cookie policy](#) (which forms a part of these Terms) to get more information on what are cookies and how and what information does Netikino process by using cookies.

## **11. Liability**

The services of Netikino are provided on an "as is" and "as available" basis. This means that

Netikino does not make any representations or warranties:

- (a) that the services of Netikino will be permitted in your location;
- (b) that the services of Netikino will be uninterrupted or error-free;
- (c) that the services of Netikino will meet your needs or expectations;
- (d) that Netikino will continue to stream any particular programme or support any particular feature of Netikino; or
- (e) concerning sites and resources outside of Netikino, even if they are linked to Netikino.

Netikino attempts, to the best of Netikino's knowledge, to keep the content in and services of Netikino free of viruses, worms, trojans, and other malware.

You use the services provided by Netikino is at your own risk and you will be fully responsible for your actions using the services of Netikino. Among others, you will be fully responsible for safekeeping your bank and credit card data. Netikino will bear no responsibility if the services are purchased by a third party who is using your bank or credit card data without your knowledge.

Netikino may, at any time, suspend the provision of services or prevent you from using Netikino's services, if you:

- (a) do not comply with these Terms or violate the rights of Netikino or third parties;
- (b) abuse the services, for example through the use of "robots", "spiders", "scrapers" or "offline" readers or other similar malware or other features;
- (c) use the services of Netikino in a way that damages the good reputation of Netikino or harm Netikino and its business in any other way.

You will be liable, to the fullest extent prescribed in the applicable law, to Netikino for any damages, costs and expenses (including costs for adequate legal representation) arising from any violation to the contractual agreement between you and Netikino, and you shall release Netikino from any third party claims.

Netikino's liability is limited exclusively to intentional and gross negligent breach of contractually significant obligations. In no event is Netikino liable for any indirect or consequential damages or loss for income, arising out of or resulting from these Terms or your use of the services of Netikino. You also acknowledge and agree that Netikino is not responsible or liable, among others, for:

- (a) any content;
- (b) any third party conduct, transmissions or data;
- (c) any viruses or other disabling features that affect your access or use of Netikino; or
- (d) any incompatibility of your device with Netikino's webpage, services and software.

The limitations and disclaimers of Netikino in these Terms apply to the maximum extent permitted by applicable law.

In case you have any claims about the service of Netikino, then please submit it to Netikino by e-mail to [legal@netikino.ee](mailto:legal@netikino.ee) as soon as possible, but not later than within 3 months after becoming aware of the fact that the claim is due (unless the mandatory law provides a longer period for filing a claim, in which case you can file the respective claim within such longer period). Netikino will respond to your claim within 15 days after receiving it.

## **12. Applicable law and settlement**

The laws of the Republic of Estonia shall apply to relations arising from these Terms and the use of the services.

All disputes arising from the enforcement of these Terms and the use of the services of Netikino shall be resolved by negotiation. Failing to reach an agreement, disputes shall be resolved in accordance with the procedure established by laws of the Republic of Estonia.

In case you are a consumer, you may also turn to the consumer complaints committee at the Estonian Consumer Protection Board ([www.komisjon.ee](http://www.komisjon.ee)) for out-of-court settlement of the dispute and use the European Union Online Dispute Resolution procedure at <http://ec.europa.eu/odr>. Reviewing of a complaint in the consumer complaints committee is free of charge for the parties. Dispute shall be resolved at the Estonian Consumer Protection Board in accordance with the legislation of the Republic of Estonia.