

Terms of use

Last updated: November 2024

Agreement to my legal terms

I am Slavi Kaloferov ('I', 'me' or 'my').

I operate the website <https://slavikaloferov.com> (the 'Site'), as well as any other related products and services that refer or link to these legal terms (the 'Legal Terms') (collectively, the 'Services').

I showcase my professional work and ideas on the platform, using it as a means of connecting with others and for potential service opportunities.

You can contact me by email at slavikaloferov@gmail.com

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you') and Slavi Kaloferov, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood and agreed to be bound by all of these Legal Terms.

IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. I reserve the right, in my sole discretion, to make changes or modifications to these Legal Terms from time to time. I will alert you about any changes by updating the 'Last updated' date of these Legal Terms and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

I recommend that you print a copy of these Legal Terms for your records.

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My services

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject me to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

Intellectual property rights

The intellectual property I am the owner or the licensee of all intellectual property rights in my Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks and logos contained therein (the 'Marks').

My Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services 'AS IS' for your personal, non-commercial use or internal business purpose only.

Your use of my services

Subject to your compliance with these Legal Terms, including the 'PROHIBITED ACTIVITIES' section below, I grant you a non-exclusive, non-transferable, revocable licence to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access.
- solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in my Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted,

publicly displayed, encoded, translated, transmitted, distributed, sold, licensed or otherwise exploited for any commercial purpose whatsoever, without my express prior written permission.

If you wish to make any use of the Services, Content or Marks other than as set out in this section or elsewhere in my Legal Terms, please address your request to:
slavikaloferov@gmail.com.

If I ever grant you permission to post, reproduce or publicly display any part of my Services or Content, you must identify me as the owner or licensors of the Services, Content or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing or displaying my Content.

I reserve all rights not expressly granted to you in and to the Services, Content and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of my Legal Terms and your right to use my Services will terminate immediately.

User representations

By using the Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Legal Terms; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Services for any illegal or unauthorised purpose; and (5) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current or incomplete, I have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

Prohibited activities

You may not access or use the Services for any purpose other than that for which I make the Services available. The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by me.

- As a user of the Services, you agree not to: Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from us.
- Trick, defraud or mislead me and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any

- Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish or otherwise harm, in my opinion, me and/or the Services.
- Use any information obtained from the Services in order to harass, abuse or harm another person.
- Make improper use of my support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorised framing of or linking to the Services. Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages or using any data mining, robots or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), 1×1 pixels, web bugs, cookies or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
- Interfere with, disrupt or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate or threaten any of my employees or agents engaged in providing any portion of the Services to you. Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Services.

- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper or offline reader that accesses the Services or use or launch any unauthorised script or other software. Use a buying agent or purchasing agent to make purchases on the Services. Make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited emails or creating user accounts by automated means or under false pretences.
- Use the Services as part of any effort to compete with me or otherwise use the
- Services and/or the Content for any revenue-generating endeavour or commercial enterprise.
- Sell or otherwise transfer your profile.

Third-party websites and content

The Services may contain (or you may be sent via the Site) links to other websites (Third-Party Websites') as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties ('Third-Party Content'). Such Third-Party Websites and Third-Party Content are not investigated, monitored or checked for accuracy, appropriateness or completeness by us and I am not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies and I take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that I do not endorse the products or services offered on Third-Party Websites and you shall hold me blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold me blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

Services management

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I reserve the right but not the action, to (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in my sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in my sole discretion and without limitation, refuse, restrict access to, limit the availability of or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in my sole discretion and without limitation, notice or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to my systems; and (5) otherwise manage the Services in a manner designed to protect my rights and property and to facilitate the proper functioning of the Services.

Privacy policy

I care about data privacy and security. Please review my Privacy Policy:
<https://slavikalofarov.com/legal/privacy-policy>.

By using the Services, you agree to be bound by my Privacy Policy, which is incorporated into these Legal Terms.

Please be advised the Services are hosted in Lithuania. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use or disclosure that differ from applicable laws in Lithuania, then through your continued use of the Services, you are transferring your data to Lithuania and you expressly consent to have your data transferred to and processed in Lithuania.

Term and termination

These Legal Terms shall remain in full force and effect while you use the Services.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, I RESERVE THE RIGHT TO, IN MY SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY or COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. I MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES, WITHOUT WARNING AT MY SOLE DISCRETION.

I reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal and injunctive redress.

Modifications and interruptions

I reserve the right to change, modify or remove the contents of the Services at any time or for any reason at my sole discretion without notice.

However, I have no obligation to update any information on my Services. I will not be liable to you or any third party for any modification, price change, suspension or discontinuance of the Services.

I cannot guarantee the Services will be available at all times. I may experience hardware, software or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays or errors. I reserve the right to change, revise, update, suspend, discontinue or otherwise modify the Services at any time or for any reason without notice to you. You agree that I have no liability whatsoever for any loss, damage or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate me to maintain and support the Services or to supply any corrections, updates or releases in connection therewith.

Governing law

These Legal Terms are governed by and interpreted following the laws of the United Kingdom and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Slavi Kaloferov and you both agree to submit to the non-exclusive jurisdiction of the courts of London, which means that you may make a claim to defend your consumer protection rights in regard to these Legal Terms in the United Kingdom or in the EU country in which you reside.

Dispute resolution

Informal negotiations

To expedite resolution and control the cost of any dispute, controversy or claim related to these Legal Terms (each a 'Dispute' and collectively, the 'Disputes') brought by either you or me (individually, a 'Party' and collectively, the 'Parties'), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding arbitration

Any dispute arising from the relationships between the Parties to these Legal Terms shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration

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having its seat in Strasbourg and which are in force at the time the application for arbitration is filed and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be London, Bermuda. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of Bermuda.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class-action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to informal negotiations and arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to or arising from, allegations of theft, piracy, invasion of privacy or unauthorised use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above and the Parties agree to submit to the personal jurisdiction of that court.

Corrections

There may be information on the Services that contains typographical errors, inaccuracies or omissions, including descriptions, pricing, availability and various other information. I reserve the right to correct any errors, inaccuracies or omissions and to change or update the information on the Services at any time, without prior notice.

Disclaimer

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, I DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. I MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED

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TO THE SERVICES AND I WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES or INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF my SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES or THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED or OTHERWISE MADE AVAILABLE VIA THE SERVICES. I DO NOT WARRANT, ENDORSE, GUARANTEE or ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE or ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING AND I WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Limitations of liability

IN NO EVENT WILL I OR MY DIRECTORS, EMPLOYEES or AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL or PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA or OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF I HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to defend, indemnify and hold me harmless, including my subsidiaries, affiliates and all of my respective officers, agents, partners and employees, from

and against any loss, damage, liability, claim or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, I reserve the right, at your expense, to assume the exclusive defence and control of any matter for which

you are required to indemnify us and you agree to cooperate, at your expense, with my defence of such claims. I will use reasonable efforts to notify you of any such claim, action or proceeding that is subject to this indemnification upon becoming aware of it.

User data

I will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services.

Although I perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that I shall have no liability to you for any loss or corruption of any such data and you hereby waive any right of action against me arising from any such loss or corruption of such data.

Electronic communications, transactions and signatures

Visiting the Services, sending me emails and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications I provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS orDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY ME OR VIA THE SERVICES.

You hereby waive any rights or requirements under any statutes, regulations, rules ordinances or other laws in any jurisdiction that require an original signature or delivery or retention of non-electronic records or to payments or the granting of credits by any means other than electronic means.

California users and residents

If any complaint with me is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

Miscellaneous

These Legal Terms and any policies or operating rules posted by me on the Services or with respect to the Services constitute the entire agreement and understanding between you and us. My failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision.

These Legal Terms operate to the fullest extent permissible by law. I may assign any or all of my rights and obligations to others at any time. I shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond my reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and me as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against me by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

Contact Me

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please contact me at: slavikalofarov@gmail.com