

Terms and Conditions

Welcome to Kondital

Thanks for using our services “MySportsDiary” and “MyTraining”. The services are provided by Kondital, located in Mariehamn, Finland.

By using our services you are agreeing to these terms. Please read these Terms and Conditions carefully before using our websites <http://www.kondital.com> and <http://www.mysportsdiary.one>

Terminology

The following terminology applies to these Terms and Conditions and Disclaimer notice, and any or all Agreements: “Client”, “You”, and “Your” refer to you, the person accessing this website and accepting the Company’s terms and conditions. “The Company”, “Ourselves”, “We” and “Us” refer to our Company. “Party”, “Parties” or “Us” refers to both the Customer and ourselves, or either the Customer or ourselves.

Using our Services

You must follow any policies made available to you within the Services. Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership or any intellectual property rights in our Services or the content you access. You may not use content from our services unless you obtain permission from its owner or are otherwise permitted by law. These term do not grant you the right to use any branding or logos used in our services. Don’t remove, obscure, or alter any legal notices displayed on or along with our services.

In connection with your use of the services, we may send you service announcements, administrative messages, and other information. You may opt-out of some of those communications. Some of our services are available on mobile devices. Do not use such services in a way that distracts you and prevents you from obeying traffic or safety laws.

Privacy Statement

We are committed to protecting your privacy. Kondital’s privacy policies explain how we treat your personal data and protect your privacy when you use our services. By using our services, you agree that Kondital can use such data in accordance with our privacy policies.

Only authorized employees within the company who, in the course of their duties, can access and use information collected from individual customers.

We are constantly reviewing our systems and data to ensure the best possible service to our customers. Government authorities have created specific offences for unauthorized actions

against computer systems and data. We will investigate such actions with a view to bringing legal action and/or civil action for damages against those responsible.

Purchases

If you want to purchase any product or service made available through our service, you may be asked to supply certain information relevant to your purchase.

Subscriptions

Some parts of the service may be billed on a subscription basis. You will be billed in advance on a recurring period.

Disclaimer

Exclusions and Limitations

The information contained on this website is provided on an “as is” basis. To the fullest extent permitted by law, this company:

- Excludes all representations and warranties with respect to this website and its content or that are or may be provided by affiliates or any other third part , including with respect to any inaccuracy or omission in this website and/or the Company’s documentation; and
- Excludes any liability for damages arising out or in connection with your use of this website. Kondital and Kondital’s suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect special, consequential, exemplary, punitive damages or damage caused to your computer, computer software, systems and programs and data relating thereto or any other direct or indirect, consequential or incidental damages.

Liability of our Services

To the extent permitted by law, the total liability of Kondital, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the services.

In all cases, Kondital and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

However, this company does not exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. We recognize that in some countries, you might have legal rights as a consumer. None of your legal rights as a consumer are affected waived by contract.

Business uses of our Services

If you are using our services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Kondital and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the services or violation of these

terms, including any liability or expense arising from claims, losses, damages, riots, judgments, litigation costs and attorneys' fee.

Cancellation Policy

A minimum of 48 hours 'notice of cancellation is required. Such notice may be given, in person, by email and will be accepted subject to written confirmation.

Modifying and Terminating our Services

We are constantly changing and improving our services. We may add or remove functionalities or features, and we may suspend or stop a service altogether.

The customer and Kondital have the right to terminate any service agreement for any reason whatsoever, including the termination of services already in progress. Kondital may also stop providing services to you or add or create new limits to our services at any time.

Refund Policy

No refund will be offered when a service is deemed to have commenced and is, for all intents and purposes, in progress. Any amount paid to us that constitutes payment for the provision of unused services, will be refunded.

Log Files

We can temporarily use IP addresses to analyze trends, administer the site and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Cookies

Like most interactive websites, this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our websites to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

Links other websites

Our Service may contain links to third-part web sites or services that are not owned or controlled by Kondital.

Kondital has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. The opinions expressed or material appearing on these websites are not necessarily shared or endorsed by us and should not be considered as the publisher of such opinions or material. Please note that we are not

responsible for the privacy practices or content of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites.

You should evaluate the security and reliability of any other site linked to or accessed through this site before disclosing any personal information to them. This Company will not accept any liability for any loss or damage, in any manner whatsoever, regardless of the cause, resulting from your disclosure of personal information to third parties.

You further acknowledge and agree that Kondital 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 use of or reliance on any such content, goods or services available on or through such web sites or services.

Links to this website

You may not create a link to a page on this website without our prior written consent. If you link to any page on this website, you do so at your own risk and the exclusions and limitations set out above apply to your use of this website.

Copyright Notice

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website. This Company's logo is a registered trademark of this Company in Finland and other countries. The brand names and specific services of this Company featured on this web site are trademarked.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

About these Terms

We reserve the right to modify these terms or any additional terms that apply to a service to, for example, reflect changes to the law or changes to our services. You should look at the terms regularly. If a revision is material, we will try to provide at least 14 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

We will post notice of modifications to these terms on this page. We will post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. However, changes addressing new functions for a service or changes made for legal reasons will be effective

immediately. If you do not agree to the modified terms for a service, you should discontinue your use of that service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Kondital and You. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we do not act right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms. The courts in some countries will not apply Finland law to some types of disputes. If you reside in one of those countries, then where Finland law is excluded from applying, your country's laws will apply to such disputes related to these terms.

Contact Us

If you have any questions about these Terms, please contact us at info@kondital.com