

## Terms of use

This document is a proposal of Individual entrepreneur Nikiforov Alexandr Viktorovich, (hereinafter referred to as Service Administration) to make a subscription agreement with an individual or legal entity (hereinafter referred to as User) for the provision of administrative services and management of information materials using the Internet service postmypost.io (hereinafter referred to as Service) under the following conditions. This document is an official public offer (hereinafter referred to as Offer).

### **1. General Provisions.**

1.1. Complete and unconditional acceptance of the agreement (acceptance of the Offer) is carried out by registering on the Service.

1.2. The acceptance of the Offer is tantamount to the conclusion of an agreement under the conditions set in the Offer; Service Administration and the User are the Parties of this Offer.

1.3. This Offer has a legal force and does not require signing by the Parties.

### **2. Subject of the Offer.**

2.1. The subject of this Offer is compensated provision of access to the use of Postmypost software package, located on the website <https://postmypost.io/> and owned by Service Administration, to the user.

2.2 The service is designed to create and post publications and materials (including text, photos, videos, and other types of material, if provided by the social network/platform) on social networks and platforms.

2.3. The terms of this Offer apply to all subsequent updates and new versions of the Service. Agreeing to use the new version of the Service, the User accepts the terms of this Offer for the relevant updates and new versions of the Service if an update and/or a new version of the Service is not supplemented by any other agreement.

2.4. "Postmypost" Service is the result of the intellectual activity of Service Administration and is protected by international law on protection of intellectual property; all exclusive rights to the Service, supplemental materials, and any of its copies belong to the Service Administration. The right to use the Service is provided to the User solely in accordance with the terms and to the extent specified in this Offer.

### **3. Conditions and procedure for using the service.**

3.1. To start working with the Service, the User must complete the registration procedure by entering the email and password. Upon completion of the registration process, the User becomes the owner of the account. From the moment of entering the account, the User is solely responsible for security of the entered data, as well as email and password.

3.2. Payment for the Service is made in all available by the reseller currencies is a subscription payment. The payment is not subject to VAT.

Subscriber fee is considered a fee at which the amount of payment of the subscriber / Service User for a certain (billing) period is a constant value independent of the volume of actually received services.

3.3. Types and methods of payment presented on the Service are available to the registered Users at <https://app.postmypost.io/billing>

3.4. The Service Administration provides technical support to the User, including on issues related to the functionality of the Service and provided services, as well as the features of Service operation.

## **4. Rights and obligations of the parties.**

### **4.1 Rights and obligations of the User.**

4.1.1. The User undertakes not to take actions that may be considered as violating either national or international law, including in the field of intellectual property, copyright and/or related rights, as well as any actions that lead or may lead to disruption of normal operation of the Service.

4.1.2. The User has the right to deposit funds for the purpose of replenishment of a personal account on the Service for the subsequent use of paid services.

4.1.3. The User has the right to use the Service within its functionality and in the terms established by this Agreement.

4.1.4. The user has the right to store identity data (login/email/password) under conditions excluding the access of third parties to it. Any actions performed on the Service using User's identification data are considered to be conducted by the User himself. In case of unauthorised access to the account, the User is obliged to immediately inform the Service Administration about it.

4.1.5. The User has the right to apply for the deletion of his account from the Service at any time. Account deletion is made by the Service Administration within 10 days from the date of receiving the application.

4.1.6. All information published using the Service belongs to the User. The User is responsible for the content of the published materials in accordance with the legislation of the Russian Federation and international law.

### **4.2. Rights and obligations of the Service Administration.**

4.2.1. The Service Administration is obliged to ensure Service operation in accordance with the terms of this Agreement, around the clock, seven days a week, including weekends and holidays and excluding time of preventive and other technical work.

4.2.2. The Service Administration undertakes to provide the User with the services paid by him properly in accordance with this Offer during the term of this Agreement.

4.2.3. The Service Administration has the right to suspend the operation of the Service to carry out the necessary scheduled preventive and repair work on the technical resources of the Service Administration, as well as unscheduled work in emergency situations, with notifying the User about it, if this is technically possible, by posting the relevant information on the website.

4.2.4. The Service Administration has the right to interrupt the operation of the Service if this is due to the impossibility of using information and transport channels that are not the Service Administration's own resources or the action and/or inaction of third parties if this directly affects the operation of the Service, including emergency cases.

4.2.5. The Service Administration has the right to update the content, functionality, and User's interface of the Service at any time at its sole discretion.

4.2.6. The Service Administration has the right to change the cost of paid services unilaterally.

4.2.7. The Service Administration has the right, at its discretion, unilaterally, without prior and subsequent notification of the User, at any time, in any size and volume, to terminate the User's access to the Service and/or block the User's access to the Service in the future, if the fact of violation of the Agreement or other terms related to the Service use by the User has been established. Accounts of the User violating the rights and interests of third parties are blocked.

4.2.8. The Service Administration reserves the right to refuse to provide the User with the service without any explanation.

4.2.9. The Service Administration has the right to change the terms of this Offer at any time unilaterally. These changes take effect 3 (Three) days from the date of posting a new version of the Offer on the Service.

4.2.10. The Service Administration has the right to collect information about the User, namely track and store information about IP addresses, using files with technical information (cookies) located on the local terminal of the User's/visitor's Service. Any personal information received by the Service Administration during interaction of the Parties of the Agreement must be transferred to the Service Administration solely for the purposes of the

4.3. The Service Administration is not responsible for the content on social networks and platforms, User's account page, and pages\publics\communities\groups managed by the User that are posted using the Service.

4.3.1. The Service Administration is not responsible for blocking the User's account in social networks due to posting the content violating the rules of the social network by the User.

4.4. The Service Administration has the right to refuse to service the User if he violates the rules of social networks. Such violations include posting inappropriate content prohibited by social media rules. Publication of identical content at the same time in several accounts of one social network.

4.5 The Service Administration has the right to send email with promotional information to User regarding terms and special offers of the Service.

## **5. Refund policy.**

5.1. Service Administration grants the User the right to refuse the Offer according to the terms of the refund policy (hereinafter referred to as Rules).

5.2 The User has the right to refuse the Offer, stop using Service and request a 100% refund in accordance with the current legislation within 14 (fourteen) calendar days starting from the date of payment but excluding the date of payment. The User sends a refund request to Service Administration via either support@postmypost.ru or online technical support chat, with indicating the reasons for Offer termination and personal data that allows Service Administration to unambiguously verify the Account owner, as well as banking and other information necessary for making a refund.

## **6. Responsibility of the parties.**

6.1. The Service is provided to the User as is in accordance with the principle generally accepted in the international practice. This means that Service Administration is not responsible for issues arising in the process of updating, maintaining, and using the Service (including issues of compatibility with other software products, as well as non-compliance of the results of Service use with the expectations of the User, etc.).

6.2. The Parties shall be liable for violation of obligations under the Agreement in accordance with the current legislation of international law. The responsibility of Service Administration to the User in case of a claim for reimbursement losses is limited to the amount of the cost of the Paid Services paid by the User.

6.3. Neither Party is responsible for complete and partial failure to perform any of its obligations if the failure is the consequence of force majeure that arose after conclusion of the Agreement and is independent of the will of the Parties. In case if the force majeure circumstances last for more than 3 (three) months, either Party has the right to unilaterally refuse to fulfill its obligations under this Agreement (terminate the Agreement).

6.4. Since the Service is subject to intellectual property of Service Administration, responsibility for copyright infringement occurs in accordance with the current legislation of international law.

6.5. The Service Administration is not responsible for non-fulfillment or improper fulfillment of obligations under this Agreement, as well as for direct and indirect losses of the User, including lost profits and possible damage including the one resulting from illegal actions of Internet users aimed at violating either information security or normal functioning of the Service; absence of Internet connection between the User's computer and the Service Administration server; conduction of operational-search activities by state and municipal bodies, as well as other organizations; state regulation (or regulation by other organizations) of the economic activities of commercial organizations on the Internet and/or the establishment of one-time restrictions by the specified entities that make it difficult or impossible to fulfill this Agreement; as well as other cases related to the actions (inaction) of Internet users and/or other entities aimed at deterioration of the general situation by using Internet and/or computer equipment at the time of conclusion of this Agreement.

6.6. In case of disputes and disagreements between the Parties either arising in connection with this Agreement or related to it, the Parties will take all measures to their resolution through negotiations with each other.

## **7. Term of service provision.**

7.1. The term of this Agreement begins from the moment when the payment is received and lasts until the funds or other equivalents required to use the Service are spent.

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