

This User Agreement (hereinafter - the Agreement) in accordance with the provisions of the legislation of Ukraine is an offer of an individual entrepreneur Musaev Ruslan Farkhadovych (hereinafter - the Administrator), and is addressed to any person who uses the Service (hereinafter - the User) under the following conditions.

Registration on the Service is unconditional and unconditional acceptance (acceptance) by the User of the terms of this Agreement.

Terms and definitions:

The Service is the SMMery software complex located on the website <https://smmery.com> and owned by the Administrator. Designed for creating and posting delayed posts on social networks.

The policy is a document that defines the procedure for collecting, processing and protecting personal data.

An offer is an offer to enter into an agreement for the paid use of additional functions of the Service.

An account is a unique account of the User on the Service. Allows the User to use the functionality available to registered Users.

Content — information, documents and other objects placed by the User or Administrator on the Service.

1. Subject

1.1. The Administrator grants the User a non-exclusive license to use the Service.

1.2. The User uses the Service in accordance with the terms of the Agreement, Policy, Offer and current legislation of Ukraine.

2. Access to the Service

2.1. The user registers in the order suggested by the Service.

2.2. During registration, the User provides valid information about himself. The amount of required data is determined by the registration form.

2.3. After receiving data from the User, the Administrator sends a hyperlink to the specified e-mail address to go to the Service.

2.4. From the moment of clicking on the hyperlink, the User receives access to the Account and is considered to have completed the registration procedure on the Service.

2.4.1. If the User for any reason did not receive a hyperlink to go to the Service, he sends an email to the Administrator from the address entered during registration with a request to activate access.

2.4.2. After successful verification of the User's email address, the Administrator activates access to the account. Access is considered granted from the moment of such activation.

2.5. The user has the right to access the Internet Service network by e-mail without going through the full registration procedure.

2.5.1. To do this, the User authenticates using the Service functionality through the selected social network and enters his e-mail in the corresponding field. After entering the e-mail, the User has the right to use the limited functionality of the Service.

2.6. From the moment of registration, the User is provided with a "Trial" Tariff, which provides test access to the functionality of the Service for 30 (thirty) calendar days.

2.6.1. The administrator has the right to extend the period of use of the "Trial" Tariff, about which the User receives a notification by e-mail.

2.6.2. After the expiration of the "Trial" Tariff, the User has the right to choose and pay for one of the Tariffs offered by the Service, otherwise access to the functionality will be blocked.

2.7. All actions performed by the User on the Service are considered to be performed by him personally or by his authorized person.

2.8. In case of hacking or loss of access to the account, the User immediately informs the Administrator. After successful verification of the User's information and Account ownership, the Administrator returns the User's access to the Account.

3. Intellectual rights

- 3.1. The exclusive right to the Service, as well as to the finalization of the functionality, carried out in the process of execution of the Agreement, belongs to the Administrator.
- 3.2. The non-exclusive license is limited to the "right to use", and none of the provisions of the Agreement imply the transfer to the User of an exclusive right to the Service.
- 3.3. The Administrator grants the User the right to use the Service for the term of the Agreement.
- 3.4. By uploading Content to the Service, the User grants the Administrator the right to store and process the Content for the fulfillment of the Agreement.
- 3.5. The term of storage of User Content on the Service is 1 (one) year from the date of its posting.
- 3.6. Exclusive rights to the Content belong to the Administrator and/or other rights holders. Any use of the Service or Content, other than as permitted or with the express consent of the copyright owner for such use, is prohibited without the prior written permission of the copyright owner.

4. Terms of use

- 4.1. The User has the right to use the Service in accordance with its functional purpose.
- 4.2. The scope of the Service's functionality is described in the Account.
- 4.3. The administrator has the right to limit the use of certain functions of the Service for all or individual Users, to limit the posting of certain information.
- 4.4. The Administrator provides the User with consulting and technical support when using the Service through the chat function and/or e-mail. The scope and boundaries of support, response times to requests, communication channels can be changed unilaterally by the Administrator.

5. Guarantees of the parties

Administrator:

- 5.1. guarantees the existence of legal rights to the service.
- 5.2. does not guarantee that the Service will meet the User's requirements, will be provided continuously, quickly, reliably and without errors, and the quality of any product, service, information, etc. obtained using the Service will meet the User's expectations.

User:

- 5.3. in the case of partial or limited legal capacity, guarantees the Administrator that he has the written consent of the legal representative to conclude the Agreement and to process personal data. Acceptance is made on behalf of the incapacitated User by his guardian.
- 5.4. guarantees the availability of rights to the Content, as well as compliance with the Agreement, the Offer and the rules of social networks where the Content is posted.

6. Prohibited actions on the Service

The user is prohibited from:

- 6.1. Use the Service in ways that are not provided for in the Agreement and the Offer, as well as violate the Policy;
- 6.2. Use software errors of the Service for your own purposes and transfer information about their existence to third parties, with the exception of the Administrator;
- 6.3. make attempts to bypass the technical restrictions set by the Service;
- 6.4. Use third-party programs or other tools to improve/automate the capabilities of the Service;
- 6.5. Impersonate an employee of the Service's support service, a member of any of the Service's support groups (administrators, moderators, consultants, etc.), former or current;
- 6.6. Falsify or delete any information about the right holders of the Service or Content;
- 6.7. Decompile, disassemble, decrypt and perform other actions with the source code of the Service;
- 6.8. Use the Service to publish, distribute, store, transmit in any form Content that:
 - 6.8.1. is illegal, harmful, threatening, defamatory, incites violence against any person or group of persons, or inhumane treatment of animals, calls for illegal activities, including explains the procedure for using explosives and other weapons, violates generally accepted rules of decency and moral and ethical standards, which promotes hatred and/or discrimination, as well as contains negative and critical statements about the religion, politics, racial, ethnic, gender features, personal qualities, abilities, sexual orientation and appearance of third parties, contains insults to specific persons or organizations;
 - 6.8.2. may be perceived as promotion of certain political and religious views, non-traditional sexual orientation among minors, violence, use of drugs, alcohol and tobacco;

- 6.8.3. violates the rights of minors;
- 6.8.4. violates the rights of third parties to the Content, the results of intellectual activity and the means of individualization equated to them, the right to information that constitutes a commercial secret, which damages the honor, business reputation and dignity of third parties, which violates national and international legislation;
- 6.8.5. contains unauthorized information;
- 6.8.6. contains malicious software (viruses, worms, trojans or other computer codes, files or programs) designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment (parts thereof), to carry out unauthorized access, to obtain access to commercial software products by providing serial numbers of logins, passwords, programs for their generation and other means to obtain unauthorized access to paid resources;
- 6.8.7. is spam;
- 6.8.8. violates the rules of social networks while using the Service;
- 6.8.9. can be used for illegal collection, storage and processing of personal data of other persons;
- 6.8.10. violates the legislation of Ukraine or norms of international law.
- 6.9. Use obscene language when communicating with the Administrator and/or the Administrator's employees.

7. Liability of the parties

- 7.1. The Service and all its functionality are provided "as is". The User is aware of and accepts the risks associated with using the Service.
- 7.2. When using the Service, the User gets access to information and/or Content and can use it at his own peril and risk, and is independently responsible for the possible consequences of their use.
- 7.3. The user is responsible for:
 - 7.3.1. relevance, reliability, absence of claims by third parties regarding the information provided during registration;
 - 7.3.2. any Content posted on the Service, as well as the consequences of its use;
 - 7.3.3. own actions on the Service in accordance with the legislation of Ukraine.
- 7.4. The administrator is not responsible for:
 - 7.4.1. for specialized resources and quality of channels of public communication networks, through which access to the Service is provided, as well as caused by interruptions in the provision of services by contractors and (or) data processing and storage centers;
 - 7.4.2. for possible failures and interruptions in the operation of the Service, the termination of its functioning and the resulting loss of Content and/or any other information, including the impossibility of using the Service in a certain territory;
 - 7.4.3. for any actions of social networks regarding the Content, including changing the rules of its publication;
 - 7.4.4. for loss of access to any social network, for incorrect or untimely posting of Content;
 - 7.4.5. for any types of damages that occurred as a result of the User's use of the Service or individual parts/functions of the Service;
 - 7.4.6. to the User or to any third parties for lost data, for information that disgraces honor, dignity or business reputation posted on the Service;
 - 7.4.7. for breakdowns or other malfunctions of the User's computer, mobile device, or any other device that occurred while using the Service;
 - 7.4.8. for the consequences caused by the loss or disclosure by the User of his data, necessary for accessing the Service;
 - 7.4.9. for errors and/or violations related to the operation of the Service and arising as a result of illegal actions of the User's personnel or third parties;
 - 7.4.10. by the actions of third parties regarding the forced reduction of the availability of the Internet or software and hardware components of the Service;
 - 7.4.11. for failures and interruptions in the Service, caused by force majeure circumstances, namely: fires, floods, earthquakes, strikes, wars, actions of state authorities or other circumstances beyond the control of the Parties. Such circumstances must be confirmed by certificates of the competent authorities no later than 10 (ten) working days after the beginning of their effect;
 - 7.4.12. for failures and interruptions in the work of the Service, caused by the actions of government authorities, including law enforcement agencies, related to the imposition of seizure and/or seizure, or other obstacles to access to the servers of the Administrator's contractors, on which the Service is hosted;
- 7.5. In the event that the User, without the written consent/instruction of the Administrator, copied, made changes, prepared derivative materials, decompiled, disassembled the Service or made any other attempts to

gain access to the source code, changed the Service in any other way, the Administrator has the right to require the User to pay a fine in the amount of 1,000,000 (one million) hryvnias for each case of such violation.

8. Blocking and deletion of the Account

8.1. The Administrator has the right to immediately block the User's Account in the event of:

8.1.1. Detection of a violation by the User of the terms of the Agreement, the Offer and/or the provisions of the current legislation of Ukraine;

8.1.2. Receiving claims from third parties regarding the User's violation of their rights;

8.1.3. Obtaining relevant requirements of state bodies.

8.2. The user undertakes to independently take all actions to stop the violation.

8.3. In case of refusal to stop violations or repeated blocking of the Account, the Administrator has the right to unilaterally and irrevocably delete the User's Content or Account.

9. Protection of the User's confidential information

9.1. The Administrator processes the User's personal data for the purpose of fulfilling the Agreement and in accordance with the requirements established by the Law of Ukraine "Protection of Personal Data" (hereinafter - the Law on Personal Data).

9.2. The procedure for processing and protecting personal data is determined by the Policy.

9.3. In the event that the User processes the personal data of third parties, the User is independently responsible for observing the appropriate measures for the protection of personal data in accordance with the requirements of the Personal Data Act and other laws and by-laws.

10. Settlement of disputes

10.1. All issues and disagreements that may arise between the Parties are resolved through negotiations in accordance with the legislation of Ukraine.

10.2. The parties undertake to comply with the pre-trial (claim) dispute settlement procedure. The deadline for responding to a claim is 10 (ten) working days from the moment of its receipt by the receiving Party.

10.3. In the event of impossibility of resolving the dispute through negotiations and in the claim procedure, the dispute shall be referred to the court at the location of the Administrator.

11. Final provisions

Exchange of messages

11.1. The Administrator has the right to send messages to the User by e-mail or publish them on the Service. The user has the right to refuse to receive the newsletter at any time by writing to the e-mail address: musayev.ruslan88@gmail.com

Miscellaneous

11.2. The Agreement may be changed or supplemented by the Administrator at any time and without warning the User. The new version of the Agreement enters into force within 7 (seven) calendar days from the moment of its posting on the Service.

11.3. The user independently checks the terms of the Agreement regarding their change and/or addition.

11.4. Continued use of the Service after making changes and/or additions to the Agreement means the User's acceptance and consent to such changes and/or additions.

11.5. Recognition of one or more provisions of the Agreement as invalid or without legal force for one or another reason does not affect the validity or applicability of other provisions of the Agreement.

11.6. The legal norms regarding the protection of consumer rights provided for by the legislation of Ukraine do not apply to the relations arising from the Agreement.

11.7. The Agreement is concluded in Ukrainian and may be provided to the User for review in English. In case of discrepancy between the Ukrainian version of the Agreement and the version of the Agreement in another language, the provisions of the Ukrainian version of the Agreement shall apply.