

Contract-offer on providing access services

to web-service TELEBRO.PRO

August 1, 2019

This agreement is a public offer of the TELEBRO.PRO service, hereinafter referred to as the Contractor and an individual or legal entity that made registration or payment in the service, hereinafter referred to as the Customer.

1. Terms used in the contract

1.1. Customer - an individual or legal entity, an individual entrepreneur who has accepted this offer, including a person who has paid for the services of the Contractor.

1.2. Web service - TELEBRO.PRO software located on the Internet at TELEBRO.PRO address, as well as other software that may be included by the Tariff.

1.3. Service - providing the User access to the Web service for using its functions by remote connection through the Internet for a period of time, and with a set of certain functions provided for by the selected Tariff.

1.4. User - a person registered in the Web service through a valid account directly using the Web service in agreement with the Contractor.

1.5. Tariff - a list of the functions and capabilities of the Web service available to the User, terms of use of Web service, as well as other additional services of the Contractor, information about which is published on information resources.

1.6. Information resources - Contractor's website TELEBRO.PRO

2. Subject of the contract

2.1. The subject of this agreement is the service of providing access to the Web service (hereinafter referred to as the "Service").

2.2. The Contractor assumes an obligation to provide, and the Customer - in due time and in full, pay for the Service provided in this Agreement.

2.3. The Contractor reserves the right to amend this agreement unilaterally.

2.4. Any changes to these terms and conditions of the Agreement will be displayed on the TELEBRO.PRO Contractor's website, and the use (continued use) by the Customer of the service resources after making such changes means the Customer fully and unconditionally accepts the changes to this Agreement taking into account the changes. The Customer is obliged to familiarize themselves independently with these changes.

2.5. The service is provided "as is", that is, in the form, volume, and to the extent of operability in which it exists at the time of using the Web service.

2.6. The term of the contract is determined by the time of access to the Web service provided by the selected tariff.

2.7. By registering, the Customer thereby confirms that his activities do not violate the laws of the EU, the USA or another country on whose territory the customer is operating.

2.8. The parties established that the Contractor is exempted from the obligation to provide the Customer with reports on use of the Web service.

2.9. The Contractor independently carries out actions aimed at creating updates, modifications and (or) improvements to the software and any of its parts. The Contractor also has the right to suspend the operation of hardware by means of which access to the Web service is provided upon detection of significant defects, errors and malfunctions, as well as for the purpose of conducting preventive work and preventing cases of unauthorized access to them at any time at its sole discretion and (or) at the time of the need for any unlimited time. In case of making changes, additions, updates, the Customer, with legally paid access to the Web service, automatically gets access to all the changes.

Rights and obligations of the parties

3.1 The Contractor assumes an obligation to provide the Customer with high quality, timely and full service within the period prescribed by the Tariff.

3.2 The Customer and the User acting on his behalf shall not be entitled to rent, lease, provide for temporary use, distribute, for a fee or for free, provide third parties access to the Web service. With the exception of franchisees who have signed a contract for the franchise of the TELEBRO.PRO service or collaborates for renting TELEBRO.PRO servers

3.3. The Customer and the User acting on his behalf shall not have the right to use access to the Web service for purposes contrary to the current legislation of the country where the customer is located.

3.4. In case of violation by the Customer or the User of the terms of this Agreement, the Contractor has the right to block the User's access to the Web service for an unlimited time. The amounts paid by the Customer for the Service are not refunded, but are turned to the Contractor in favor of penalties.

3.5. The Contractor is not responsible for the functioning and accessibility of certain segments of the Internet used by the Customer when working with software and does not guarantee the possibility of information exchange with those nodes or servers that are temporarily or permanently unavailable via the Internet.

3.6. The Contractor is not responsible for ensuring the safety of the equipment and software of the Customer used when working with software. Including, it is not responsible for any (including unauthorized) actions of third parties that took place when the authorization data of the Customer were entered, as well as their consequences.

3.7. Customer agrees:

3.7.1. Timely and in full to pay for the Contractor's Service in accordance with the selected tariff.

3.7.2. At the expense of his own forces and means, ensure access to the Internet and the availability of equipment and software necessary for using the Web service.

3.7.3. Fully comply with and fulfill the terms of the contract and other agreements and rules concluded with the Contractor.

3.7.4. In case of technical problems inform the Contractor immediately.

3.7.5. Use the Web service only in accordance with the law and not transfer responsibility to the Contractor for damage of any kind incurred by the Customer or a third Party during the use of the Web service.

3.8. The Customer agrees not to carry out the following actions in relation to and using the Web service:

3.8.1. use the web service for illegal purposes. Distribute information that violates the law. In case of unlawful information distribution cases, the contractor has the right to completely block the customer's account without reimbursing the balance. Moreover, upon receipt of reasoned requests by law enforcement agencies, give out information about the logging and IP addresses of the customer;

3.8.2. upload or create any Information materials that violate the terms of this Agreement, intellectual property rights or any other rights of the Contractor or third parties;

3.8.3. to take any actions aimed at misleading the Contractor and / or third parties;

3.8.4. provide your account for use and/or authorization data from the account to third parties for using the Web service;

3.8.5. interfere with the functioning of the Web service, as well as try to gain access to the functions of the Web service not intended for the Customer within the Tariff;

3.8.6. open the technology, illegally access the source code or otherwise try to obtain the source code of the Web service;

3.8.7. use the Web service in a way that can interrupt or disrupt its normal functionality;

3.8.8. carry out any other actions that violate legal rights and interests of the Contractor or third parties, in relation to or using the Web service.

3.9. The Customer is not entitled to transfer his rights and obligations under the contract to third parties without the written consent of the Contractor. With the exception of franchisees who have signed a contract for the franchise of the TELEBRO.PRO service or collaborates for renting TELEBRO.PRO servers

3.7.1. The Customer and the User provide the Contractor with an email address, phone number, and other necessary personal data, and paying for the service, confirm their consent to their processing. For users located in EU countries, GDPR is applied.

Contract price and payment procedure

4.1. The cost of the Service is determined at the time of its payment by the Customer according to the selected Tariff. The Contractor publishes tariffs and their cost on information resources.

4.2. The access service to the Web service is provided on a prepayment basis, which is carried out by the Customer by transferring funds to the Contractor's account.

4.3. The moment of payment for the Service shall be considered the moment the funds are credited to the Contractor's current account.

4.4. The service is provided by opening access to the web service for the user account or for the email address specified by the Customer.

4.5. With a zero balance, the Contractor without prior notice ceases user access to the Web service until the user makes prepayment.

4.6. If the Customer does not use the Web service (the Customer does not need, the inability to use the Web service due to technical or other problems on the part of the Customer or the user, blocking the user account), the cost of the Service paid by the Customer is not refunded, and the service is considered to be provided in full volume.

4.7. All additional costs associated with the transfer of funds using payment systems and the Customer pays services (including fees and commissions of these systems, taxes, etc.) independently and at his own expense.

4.8. The service provided by the Contractor is not subject to VAT.

4.9. The service is considered to be provided by the Contractor and accepted by the Customer in full immediately after providing access to the Web service.

Responsibility of the Parties

5.1. The parties agreed that the Contractor is not responsible for the impossibility of using the Web service for reasons beyond its control, including failures in the operation of software and hardware systems of third parties and / or data transfer channels that do not belong to the Contractor.

5.2. The Contractor is not liable to the Customer for any damage (loss and expectation damages) associated with the use of the Web service by the Customer.

5.3. The Contractor is not responsible for the content of any data and information materials that are created, processed, transmitted and received by the Customer when using the Web service and does not compensate for any losses incurred by the content and use of such data.

5.4. The customer is fully responsible for the activities carried out by him using the Web service.

5.5. The Contractor is not responsible for any damage caused to the Customer or to third parties because of an erroneous understanding or misunderstanding of the terms of this agreement.

5.6. The Contractor has the right to carry out an unscheduled stop of providing access to the Web service to perform work in emergencies and / or to update its normal functioning; he undertakes to inform the customer about this by publishing relevant information on information resources.

5.7. The Contractor shall not be liable for any damage caused to the Customer due to unauthorized access of third parties to the Customer's information materials.

5.8. The parties shall be exempted from liability for partial or full failure to fulfill obligations under this Agreement if this failure was the result of insurmountable circumstances arising after the conclusion of the Agreement because of extraordinary events that the parties could neither foresee nor prevent by reasonable measures (force majeure).

Final provisions

6.1. The Agreement comes into force from the moment the Customer pays for the Service in accordance with the Tariff he has chosen and is valid for the period of providing access to the Web service.

6.2. The Agreement is terminated in case of Agreement rescission by agreement of the Parties or at the initiative of one of the Parties in case of gross and / or systematic violation by the other Party of terms of the Agreement.

6.3. This Agreement cancels all previous oral or written agreements between the Parties regarding the subject of the Agreement and replaces all other information that the Customer had or could have had regarding the procedure for the provision of the Service and use of the Web Service.

6.4. All claims arising in the process of using the Web service are accepted and considered by administrators at the request of support@TELEBRO.PRO, and resolved through negotiations.