

## PROMOREPUBLIC TERMS OF SERVICE

PromoRepublic offers the services defined below pursuant to the terms and conditions presented in the following:

**1. General.** These terms and conditions together with the sign-up form, Pricing Terms, Privacy Policy and any other special terms applicable (hereinafter the **Terms**) govern the provision of services by PromoRepublic Oy (hereinafter **PromoRepublic** or **We**) to you (hereinafter the **User** or **You**). The Privacy Policy, explaining how we collect and use Your personal data, can be found [here](#) . Privacy Policy forms an integral part of these Terms.

By using our Services, You confirm that You have read and agree to be bound by these Terms. If You sign up to use our Services for a legal entity, You agree to these Terms on behalf of that entity and confirm that You have the authority to agree to these Terms on behalf of that entity.

**2. Language of the Terms.** These Terms are available in the English language.

**3. Availability of the Terms.** The Terms will remain available to You on the PromoRepublic website [www.promorepublic.com](http://www.promorepublic.com) (hereinafter the **Site**). However, we encourage You to save or print these Terms for future reference.

**4. The Service.** PromoRepublic is a social media marketing and a content marketing tool that helps to create, organize and publish content. PromoRepublic provides a social media marketing tool for various social media sites (eg. Facebook, LinkedIn, Twitter etc.) through our Site (hereinafter the **Services**). The Services may be used for Your business or personal use. PromoRepublic provides the features for its Service that are available on the website.

Our Services are available to You for a fee (hereinafter **Paid Services**). There are different Service levels from which You may choose the option suitable for Your needs. PromoRepublic reserves the right to change the contents of these Service levels. The description for each of these Service levels is available on our Site.

**5. Signing up to the Service.** You can sign up to the Service via Your or Your business entity's e-mail or personal Facebook account. You warrant that any registration information You submit to PromoRepublic is Yours, true, accurate and complete, and You agree to keep it up to date.

**6. Trial.** PromoRepublic offers a free trial of the Business level service without payment (hereinafter the **Trial**). The length of the trial can change and is specified on our Site.

We request Your payment details at the end of the Trial. If You decide to continue using our Business Service, we will automatically charge You for the Business Service on the first day following the end of the Trial, on a recurring monthly basis. By providing Your payment details at the end of the Trial, You agree to continue using the Business Service on a for charge basis until You deliver a written notice of termination. If You do not provide us with Your payment details, Your subscription shall automatically expire. In case Your payment can not be processed for some reason, Your subscription shall automatically expire.

**7. Fee.** Paid Services are available on a subscription basis. Fee amounts are specified at our Site. PromoRepublic reserves the right to convert any free portion or feature of the Free Services into a Paid Service, and vice versa. PromoRepublic may change the fees for Paid Services at any time with 30-days prior notice.

**8. Payment.** Fees are payable as an advance payment for the Services. PromoRepublic uses Braintree and may use other third party payment service providers to handle all payments. PromoRepublic is not liable for the processing of Your payments and shall not be liable for any matter in connection with the processing of Your payments.

Fee amounts and other payment details (hereinafter **Payment Terms**) can be found in the Pricing table on our Site and have to be accepted by You before using a Paid Service. Such Payment Terms become an integral part of these Terms. If You do not pay for subscription-based Paid Services by the payment deadline as specified in the payment details or Your payment method is declined, Your subscription shall automatically expire.

You may terminate Your subscriptions of Services at any time, however if You terminate a subscription, You will not be given a refund.

**9. User Content.** Any content You store or post through our Service (hereinafter **User Content**) remains Yours. User Content can be, for example, texts, pictures, reviews, campaigns created and uploaded by You. User Content is not content You received or used from PromoRepublic libraries or through PromoRepublic Service in any other way.

You hereby grant us a limited worldwide license to use, access, copy, modify, distribute, reproduce, store, transmit, reformat, edit, translate, make derivative works of, publicly display and publish the User Content to the extent needed by us to provide Services to You. The license You grant us is non-exclusive, fully-paid and royalty-free, transferable and sub-licensable.

You are solely responsible for Your User Content and liable for any consequences out of or related to publishing or transmitting such content. By publishing or transmitting Your User Content, You confirm that You have the right to publish or transmit such User Content and that such actions do not violate these Terms, applicable law, or the intellectual property rights of any third persons. You must ensure that no private content is accidentally made public.

If You use our Services to carry out promotional campaigns, contests or similar, You are solely liable for ensuring that performing of any such activities are in compliance with all applicable laws and rules of the corresponding social media provider.

PromoRepublic does not monitor the User Content. You are solely liable for the compliance of Your User Content and activities to the terms of the corresponding social media service providers.

However, without assuming any obligation to do so, PromoRepublic may delete any User Content or suspend or terminate Your User account with us at its sole discretion. PromoRepublic may take such actions without any prior notification to the User.

PromoRepublic is not required to keep back-up copies of User Content once Your account or User Content is removed or deleted for whatever reason. We make no guarantee that User Content will be safely stored. To be safe, You should independently back-up Your User Content, to the extent permitted herein and by applicable laws and regulations.

**10. Prohibited activities.** You are not permitted to use the Services for illegal, harmful, misleading, fraudulent or other malicious purposes or to publish or communicate any unlawful, defamatory, violent, harassing, sexually explicit or otherwise objectionable content. You are prohibited from transmitting material or content that contains viruses or other malicious code, or content which infringes or may infringe intellectual property or other rights of third persons.

**11. Intellectual property.** The content provided through our Service, including all information, data, text, graphics, images, templates, sound files, software, advertisements and other material contained in PromoRepublic's libraries, website and Service is the property of PromoRepublic and/or its licensors, and shall remain exclusive property of Us/said licensors (hereinafter **PromoRepublic Content**). PromoRepublic grants You a limited, revocable, non-exclusive, license to access the Service and view, copy, print and publish the PromoRepublic Content made available to You through the Service during the term of Your valid subscription. You may use such PromoRepublic Content for Your own use and You may not edit or make derivative works of PromoRepublic Content, or reproduce, distribute or display it for any other reasons than provided in these Terms. For avoidance of doubt, You are not permitted to publish or use in any other way any of the pre-written templates in the library of PromoRepublic for any other purpose than for the use of the Services. These Terms do not grant You any rights to use the PromoRepublic trademarks, logos, service marks, button icons, design, domain names or other distinctive branding features, whether for commercial or non-commercial use, without the prior express consent of PromoRepublic.

By accepting these Terms You agree that PromoRepublic Content (e. g. templates, texts, images, and other material) is not unique to Your business and it may be used and published by other users as well.

Other than the right to access and use the Services as expressly provided herein, all intellectual property rights to the Services not explicitly granted to You in these Terms are retained by PromoRepublic. Except as expressly permitted above, any use of any PromoRepublic Content without the prior written permission of PromoRepublic is strictly prohibited and will terminate the license granted and Your agreement with us. To request permission for uses of PromoRepublic Content not included in this license, You may contact PromoRepublic at contact details provided below.

**12. Privacy policy.** User privacy and protection of User information provided to PromoRepublic while using the Services is very important to PromoRepublic. Processing of User personal data by PromoRepublic is subject to the PromoRepublic [Privacy Policy](#) .

**13. Third party content.** PromoRepublic, other Users or third parties may provide content during the provision of Services or redirection to other websites. PromoRepublic expressly disclaims responsibility for the accuracy, quality, legality, nature, availability or reliability of such websites linked through the Services.

**14. No warranties.** PromoRepublic disclaims any and all warranties, expressed or implied, in connection with the Services. The Services are provided to You "as is" and "as available" and we do not warrant or represent any quality, fitness for purpose, non-infringement, completeness or accuracy of the Service. Regardless of our efforts to provide You with services of the highest quality, safety and security, we make no warranty that the Services will be uninterrupted, timely or error-free or that defects will be corrected. PromoRepublic does not warrant that the collection, transmission and storage of personal data is secure at all times.

PromoRepublic reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, all without liability to You for any interruption, modification, or discontinuation of the Services or any function or feature thereof. Reasonable advance notification will be provided of discontinuing the Services where possible. PromoRepublic is not responsible for any difficulties in operating or using the Services that are caused by the web hosting service provider, social media service provider, Your internet service provider or any other third party unless required by applicable law.

**15. Limitation of liability.** To the maximum extent permitted by law, PromoRepublic shall not be liable for any damages or loss of profit resulting from Your use or inability to use the Services or any unauthorised access to or interruption, alteration, loss or deletion of Your User Content or data. Furthermore, PromoRepublic shall in no event be liable for indirect, consequential or punitive damages.

In any event, the aggregate liability of PromoRepublic is limited to the amount that the User has paid to PromoRepublic for the Services during the twelve (12) months immediately preceding that month in which the event giving rise to PromoRepublic's liability occurred.

**16. Indemnification.** You agree to indemnify, defend, and hold harmless PromoRepublic and its third party service providers from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to any User Content You submit, transfer or make available through the Services, or from any promotional campaigns or contests organised or created by You, or Your misuse of the Services; Your breach or alleged breach of any of these Terms and Your violation of any rights (including intellectual property rights) of a third party.

**17. Amending the Terms.** PromoRepublic reserves the right to amend any part of the Terms at any time. PromoRepublic will provide You with reasonable prior notice of such changes. The User is responsible to review the Terms. By continuing use, You agree to and accept the amendment and modifications.

**18. Term and termination.** Your subscription and these Terms are entered into for an indefinite term. You can terminate Your subscription by delivering a written notice of termination. After the termination, You may use the Service until the end of the on-going payment period, after which You will no longer have access to the Service.

If You terminate Your account, we will have no obligation to refund You any fees You may have paid except as may be required by applicable law. Upon deactivating Your account, these Terms are terminated and Your access rights to the Services immediately cease to exist.

You acknowledge and agree that PromoRepublic may stop (permanently or temporarily) providing the Services to You at PromoRepublic's sole discretion, without prior notice to You, if You breach these Terms. In case You breach these Terms and we decide to terminate or suspend Your account and/or subscription, we will have no obligation to refund You any fees You may have paid except as may be required by applicable law.

In addition, PromoRepublic may terminate these Terms and Your right to access and use the Services by way of termination by giving You a thirty (30) day prior notice.

**19. Applicable law and dispute resolution.** The Terms are governed by the laws of Republic of Finland without regard to its conflict of law rules. Any disputes arising out of or in connection to these Terms shall be finally settled by the District court of Helsinki, Finland, unless otherwise required by mandatory law.

The legislation in your country of residence might provide consumers with rights that are in conflict with the provisions of these Terms. In such a case, the mandatory provisions of the law supersede the conflicting provisions in these Terms. For more information on your consumer rights, please contact your local consumer advisory organization.

**20. Final provisions.** These Terms together with the sign-up form, Pricing Terms, Privacy Policy and any other special terms applicable constitute the entire agreement between You and PromoRepublic with respect to the subject matter of these Terms, and supersede and replace all previous agreements, written or oral, applicable to the subject matter of these Terms.

If any one or more of the provisions of these Terms is found to be void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired.

PromoRepublic may assign any or all of its rights hereunder to any party without Your consent.

Please send all notices under these Terms to PromoRepublic to the e-mail address listed below.

Contact details: PromoRepublic Oy  
c/o Vendep Oy  
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00180 Helsinki  
Finland  
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