

## PROMOREPUBLIC TERMS OF SERVICE

These Terms of Service are effective as of March 1, 2018. Please read these Terms of Service carefully before using our service. These Terms of Service (“TERMS”) govern your use of our service. If you register for a free trial of our service, these terms will also govern the free trial.

### 1. Introduction.

- A. PromoRepublic, Oy (“PromoRepublic,” “We,” or “Our”) provides its services, as defined below, to You through its web site located at [www.PromoRepublic.com](http://www.PromoRepublic.com) (the “Site”), subject to these terms.
- B. Your access to and use of Site are conditioned on Your full acceptance and compliance with these Terms and Conditions and this Website Privacy Policy, which are published at [PromoRepublic.com](http://PromoRepublic.com) and which are incorporated herein by reference (“Privacy Policy”). The Terms of Service and Privacy Policy are applied to all visitors, users and others who access or use this Website. By accessing or using this Site, You agree to be bound by these Terms of Service and Privacy Policy. If You disagree with these Terms of Service and/or Privacy Policy or any part of them, You must not use this Site.

### 2. General.

- A. 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 our services to You (hereinafter the **User** or **You**). The Privacy Policy, explaining how We collect and use Your personal data, can be found [here](#).
- B. **Language of the Terms.** These Terms are available in the English language.

### 3. Eligibility.

- A. By using our Services (as this term is defined below), You agree that the information provided to PromoRepublic is accurate, complete, and is Yours or within Your right to use. (a) All registration information You submit to Promorepublic must be truthful and accurate; (b) You will ensure such information is accurate and up-to-date; (c) You are at least 18 years of age and/or have a full legal capacity to enter into legally binding relations; and (d) Your use of the Services does not violate any applicable law, regulation, and/or Your entity, company, or organization rules.
- B. If You sign up to use our Services for a legal entity, You have the authority and agree to these Terms on behalf of that entity. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Service.
- C. To be eligible to use the Service you (a) must not be restricted from using the services or be prohibited from using a PromoRepublic account (b) are not a competitor of PromoRepublic or are not using the Service for reasons that are in competition with PromoRepublic (c) will not violate any rights of PromoRepublic, including intellectual property rights such as copyright or trademark rights.

### 4. The Service.

- A. PromoRepublic is a social media and a content marketing tool that helps to create, organize, publish, and promote content. PromoRepublic provides a social media marketing tool for various social media sites (for example Facebook, LinkedIn, Twitter, Pinterest, Instagram) through our Site (hereinafter the **Services**). The Services includes

- (a) the site (b) PromoRepublic website application (c) PromoRepublic Mobile Applications, and (d) other services provided through the Site based on the plan purchased, including custom content (not limited to all software, data, text, images, sounds, videos, gifs, advertisements) and other templates made available through the Site.
- B. Any new features or packages, or changes to existing services, are also subject to these Terms. The availability of some new features may require the payment of additional fees and it is up to the sole discretion of PromoRepublic whether access to any new features will require a new fee.
- C. Our Services are available to You for a fee (hereinafter **Paid Services**). There are different subscription plans from which You may choose the option suitable for Your needs. PromoRepublic reserves the right to determine and change the scope of these subscription plans. The description for each of these subscription plans is available on our Site or can be provided upon Your request by contacting our Support Team [support@promorepublic.com](mailto:support@promorepublic.com).
- D. Unless otherwise agreed upon in writing by the User and PromoRepublic, PromoRepublic does not commit to any specific service or availability level, response times for responding to or repairing defects, or other obligations with regard to the upkeep or maintenance of the Services. While PromoRepublic seeks to ensure that the Services are available and that support tickets are handled within a reasonable time, PromoRepublic undertakes no obligation relating thereto hereunder.
- E. In particular, the User accepts that the Services may from time to time be unavailable due to planned interruptions of service for, e.g., developing the Services or repairing a defect therein. In such an event, PromoRepublic shall endeavour to provide advance notice, if possible, of such planned interruptions.
- F. Any services offered by PromoRepublic to you not included in the Services (including customisation, integrations or consultative work) shall be charged separately in addition to your fees for the Services in accordance with the price list of PromoRepublic in force from time to time.

**5. Account Registration.** You can sign up to the Service with Your personal or Your business entity's e-mail or a personal Facebook account. By registering on the Site, You agree to provide true, accurate, current and complete information which may be requested on the Site, including, but not limited to, a valid e-mail address and payment details for the service of your choosing. You agree to regularly update such information in order to ensure its relevance and accuracy.

- A. When creating an account, the Site requires a username and a password to access the Site. The User's registered email address will be used as a username to access his/her account on the Site. The password can be set by the User at his/her sole discretion or receive auto-generated upon sign-up from product demonstration. It is up to the User to change their auto-generated password. After registration, the User will be assigned an account on the Site. By completing sign up you confirm that you have read, and agree to comply with our Terms
- B. The User is solely responsible for maintaining security and confidentiality of his/her username and password, and for all activities and damage caused by improper storage of such data, its unauthorized use, and for any consequences which resulted or could have resulted from its use in such a manner. In the case of infringement of the confidentiality of the User's username and password, and any unauthorized use of his/her username and password, the User must immediately notify us at [support@promorepublic.com](mailto:support@promorepublic.com).

- C. The User agrees not to permit the disclosure of his username and password to third parties, except Promorepublic, without our written permission. The User is fully responsible for the transfer of rights and access to his account on the Site to third parties. The User is responsible for all actions committed with the use of his/her account, username and password.
  - D. User accounts are personal and may not be shared between several users unless this has been expressly permitted in the subscription plan purchased by the User from PromoRepublic. PromoRepublic reserves the right to audit user accounts in order to ensure that the number of, and use of user accounts is in accordance with the User's subscription plan and to ensure the correctness of the service fees charged by PromoRepublic. In the event access to a single user account is permitted for multiple persons under the relevant subscription plan, such multiple or simultaneous shall not exceed the user number limits provided for in the subscription plan.
  - E. Furthermore, a single User only has the right to create a single user account for the Services unless otherwise expressly provided. For example, Users are expressly prohibited from creating successive user accounts in order to secure multiple, free of charge trial periods or to circumvent the limitations on the number of social media accounts connected to a given PromoRepublic account.
  - F. We reserve the right to block the uncommitted and inactive user accounts at our sole discretion after 12 months since the last authorization of such account at the Site. Promorepublic will not be liable for failure to provide the Services and access to the Site to Users whose account has been blocked.
  - G. If the User provides false or incomplete information or Promorepublic has a reason to believe that the information he provided is false, inaccurate or deliberately untrue, Promorepublic is entitled to block the User's account unilaterally, and deny his/her use of the Services and Site.
  - H. If the User is suspected of having committed illegal actions, including, but not limited to, commitment of fraud with bank cards, violation of the intellectual property rights of Promorepublic or third parties, distribution of spam, malware, and other acts violating these Terms of Use and/or applicable laws, Promorepublic may report such actions to the relevant authorities and/or block the such User's account.
  - I. Promorepublic will be entitled to disclose the User's identity to third parties appealing that any material/content posted by such Users in any way violate the intellectual property rights or the right to privacy of such third parties.
- 6. Trial.** We offer a free trial of the service without payment (hereinafter the **Trial**). The length of the trial can be changed at our sole discretion and is specified on our Site.
- A. In order to use the Service, you are required to register for our service for which you will pay a subscription fee for use of the Service following the expiration of any free Trials. We will request Your payment details at the end of the Trial. Upon continuation of services, You will be automatically charged on the day after the conclusion of the trial, on a recurring monthly basis unless otherwise stated. By providing Your payment details at the end of the Trial, You agree to continue using the Service for a fee until written notice of termination is delivered. If You do not provide us with Your payment details, the trial of service shall automatically expire. In the event the payment can not be processed, Your subscription shall automatically expire.
  - B. Each User is only entitled to a single free trial period. A User may not create, or cause to be created multiple or successive user accounts in order to enjoy several free trial periods as provided under Section 5 E.

## **7. Fees and Payment**

- A. Paid Services are available on a subscription basis. Fee amounts are specified on our Site and have to be accepted by You before using a Paid Service. Such Payment Terms are an integral part of these Terms. Fee amounts on the site are not inclusive of taxes and service fees which are to be paid at the discretion of the user. 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. In the event the You continue to use the Services after such a change, you will be deemed to have accepted the change in question.
- B. Fees are payable as an advance payment for the Services. PromoRepublic currently 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.
- C. Services are available on a pay-as-you-go basis and is charged at the start of Your elected subscription term (generally monthly or annually). Unless You cancel Your subscription prior to the expiration of its current subscription term, We will automatically renew Your subscription based on Your plan's renewal cycle and will charge Your credit card with the applicable renewal subscription fees. Subscriptions must be cancelled at least 3 days prior to expiration thereof to avoid automatic renewal.
- D. Authorization to Charge Your Credit Card. By becoming a subscriber of the Service and submitting your credit card information to PromoRepublic, you authorize PromoRepublic to store your payment card information and to charge the billing source you have provided for your account according to the subscription plan you selected until your account is terminated.
- E. Overdue or Declined charges. If You fail to pay your subscription fee on time, or if Your credit card payment information is entered in error or does not go through for processing and You do not update payment information upon Our request, your entire subscription may be blocked or cancelled if the due payment is not received by PromoRepublic within 14 days after You have been sent a reminder of the overdue payment/declined transaction. After your subscription is terminated, we will keep your current account settings on file for 90 days. After that time, PromoRepublic reserves the right to remove such settings from our servers with NO liability or notice to you.

## **8. Cancellation and Termination**

- A. You may terminate Your subscriptions of Services at any time, however in order to terminate a subscription, You must deliver a written notice of termination at [support@promorepublic.com](mailto:support@promorepublic.com). You are not entitled to any refunds for fees paid to PromoRepublic, but You will retain access until that billing period is over and you will not be charged again.
- B. If Your account is cancelled, PromoRepublic reserves the right to remove Your account information along with any account settings from our servers with no liability or notice to You. Once Your account information is removed you will not be able to recover this information. Upon removing Your account, these Terms are terminated and Your access rights to the Services immediately cease to exist.
- C. PromoRepublic may suspend or block Your account without prior notice if you are in breach of the Terms or if your actions in using the Service or your User Content (as defined below) are in breach of law (including but not limited to personal data legislation, intellectual property rights of third parties, laws against defamatory or pornographic material) or good business practice, or if your User Content or actions lead to claims by third parties against PromoRepublic. In such an event, PromoRepublic reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any/all current and future use of the

Service, suspend or terminate your account or any part thereof (or Your use of the Service), and remove and discard any of Your content within the Service. In the event we decide to terminate or suspend Your account and/or subscription hereunder, we will have no obligation to refund any payments made by You for the Services.

- D. PromoRepublic may in any event terminate these Terms and Your right to access and use the Services by way of termination without cause by giving You a thirty (30) day prior written notice, in which event Your right of access to the Services will cease at the end of your present, paid-up subscription period. PromoRepublic will use reasonable efforts to contact You directly via email to warn You prior to account suspension, termination or upon successful cancellation of Your account.
- E. Upon the termination or expiry of Your account for any reason, Your right of access to the Services will terminate immediately.

**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.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. PromoRepublic is not required to keep back-up copies of User Content once Your account or User Content is removed or blocked 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 do the following:

- I. 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;
- II. Transmit 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;

- III. Display, use or post the files that You download from the Site (**Files**) in a way that would lead to the conclusion that the model in the Files approves or endorses the items or services of any venture or trademark;
- IV. Show a person depicted in the Files in sensitive scenarios that could reasonably be considered offensive or unflattering to that person (e.g., related to mental and physical deficits, sexual or implied sexual activity or preferences, crime, physical or mental abuse or ailments);
- V. Use the Files for pornographic, illegal or immoral purposes; and/or use the Files in items or products that could embarrass or humiliate a person or model in the Files;
- VI. Send unsolicited, intrusive messages, spam, "chain letters", etc. to Promorepublic and Users;
- VII. Perform unauthorized actions for collection, storage, use or disclosure of Users' personal information obtained by the User when using Site or as a result of uploading Files or obtaining Services;
- VIII. Take any actions which may lead to the liability of Promorepublic towards any party or which may cause a suspension or termination of services offered by third parties to Promorepublic or Site Users;
- IX. To interfere with the Site operation, Services available therein and other Users' accounts;
- X. To register on the Site under another username and password, already being a registered User of the Site;
- XI. To attempt unauthorized access to the Site or the servers on which it is hosted, or any other servers, computers or database, other equipment and technological tools related to the Site;
- XII. To perform DoS-attacks and DDOS-attacks on the Site;
- XIII. To perform any other actions, which may violate the provisions of these Terms of Use and/or applicable laws, on the Site.

The above mentioned actions can be qualified as an offense entailing the punishment and sanctions provided for by law. In the case of such violations, Promorepublic will be forced to apply to the competent authorities to enforce its rights and interests, as well as the rights and interests of the Users of the Site. In the case of the above actions, such User's right to use the Site and Services will be discontinued and Promorepublic will be entitled to disclose the User's personal data and information to the competent authorities and persons as provided for by the applicable laws.

## **11. Intellectual property.**

- A. 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**).
- B. PromoRepublic grants You a limited, revocable, personal (unless otherwise provided in the subscription plan), 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 but 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.
- C. 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 any use of PromoRepublic Content in breach of these Terms 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.**

- A. PromoRepublic, other Users or third parties may provide content during the provision of Services or redirection to other websites ("Linked Sites").. PromoRepublic expressly disclaims responsibility for the accuracy, quality, legality, nature, availability or reliability of such Linked Sites through the Services.
- B. These Linked Sites are provided solely as a convenience to our Users. Such Linked Sites are not under Our control, and We are not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites.
- C. You will need to make Your personal independent judgment regarding Your interaction with these Linked Sites.

**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, e.g., offer any warranties as to quality, fitness for purpose, non-infringement, completeness or accuracy of the Service. In particular, we do not warrant that the Services will work with any user interface or browser, or with any network connection particularly if the User does not have a sufficiently fast and reliable internet connection and updated and modern user interface and browser. 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 PromoRepublic and its third party service providers harmless 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 organized 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 30 days 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. Applicable law and dispute resolution.** The Terms are governed by the laws of the 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.

**19. 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 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 will 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

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