

[Russian version](#) [Japanese version](#)

## WELCOME

Welcome to Imigo. The following Terms of Service, which include the Site Policies, are a contractual agreement between you and Imigo (including its corporate subsidiaries). The Terms of Service together with the Site Policies are collectively referred to as the "Agreement" and as the "Terms of Service." Certain defined terms used in this Agreement are available here. By visiting or using the services available from the domain and sub-domains of [www.Imigo.me](http://www.Imigo.me) (the "Site"), you are agreeing to be legally bound by the Agreement. We suggest that you consult the Terms of Service and the linked information regularly for updates. We reserve the right to revise the Terms of Service and all linked information from time to time in our sole discretion by updating this posting or any linked information. Unless otherwise provided in such revision, the revised terms will take effect when they are posted.

## CERTAIN DEFINED TERMS

As used throughout the Agreement:

- "User Account" means the Imigo Account you open when you register to become a User and use the Services.
- "Imigo Services" means any of the above Services that are delivered by Imigo.
- "User" means a person or legal entity that registers for an Account.
- "Performer" means a User that offers and delivers Personal Services.
- "Personal Services" means all Services delivered by Performers.
- "Payment Account" means the account created by the User to purchase and hold IMI.
- "Imigo Credits (IMI)" means an inner currency purchased on Imigo to pay for Imigo Services.
- "Customer" means a User that investigates and purchases Personal Services.
- "Visitor" means a person who is only visiting the Site, not a User.
- "you" means a Visitor or User accessing the Site or using the Services on his or her own behalf.
- "Deal" means an agreement
- "Karma" means assessment of a User's reliability showing the number of his successful and non-successful deals separately for each of the Deal categories: Friendship, Romance and Work.

## ABOUT IMIGO

Imigo makes the Site available as an online venue for personal communication and providing of Personal Services where Users, both Customers and Performers (as such terms are defined below), can locate and collaborate with each other and take advantage of the following services (collectively, the "Services"):

Connection Services. The Site is also a venue where: (1) Users may upload information related to Personal services (2) Users conduct searches and locate, connect with, choose, and engage each other for the purposes of providing Personal Services (3) Customers conduct searches and locate, connect with, choose, and engage Performers directly for providing Personal Services; and (4) Performers advertise their capabilities, respond to inquiries, and locate, connect with and engage to provide their Services directly to Customers. In providing the Connection Services, Imigo only provides the venue for Customers and Performers to find and contract with each other. See the Site Policies for further descriptions of Connection Services.

Transaction Services. The Site is also a venue where Imigo provides to Customers and Performers certain collaboration, feedback, credit purchase and payment tools, dispute resolution process and

dispute assistance, and other Services (collectively, "Transaction Services"). Transaction Services does not mean Connection Services. See Payment Account

Service Terms and Conditions, and Dispute Resolution Policy for further descriptions of Transaction Services.

For as long as Imigo continues to offer the Services, Imigo shall provide (and seek to update, improve and expand, in similar and different new ways) the Site and the Services which Imigo may update, improve, discontinue and change at any time, at Imigo's sole discretion.

## USER ELIGIBILITY

Our Services are available only to legal entities and individuals in business who can form legally binding contracts. To register for an Account with Imigo and become a User, you must accept all of the terms and conditions in, and linked to, the Terms of Service. Imigo reserves the right in its sole discretion to refuse, suspend, or terminate service to anyone.

## YOUR ACCOUNT

To become a User and use the services available from the Site you must register for an "Account" through third party authentication providers. You must safeguard the User ID and password you use to access this Site. We may rely on any use of the Site with your User ID and password as authorized by you. You must not register for more than one Account.

## FEES

You agree to pay all fees applicable to your use of the Imigo Services, and you agree not to circumvent Imigo's fee structure, all in accordance with the Site Policies, and the Payment Account Service Terms and Conditions.

## LEGAL RELATIONSHIPS

### Imigo Provides the Venue

Imigo makes the Site available as an online venue where Users locate and connect with each other and take advantage of the Services. Beyond providing the venue and Transactions Services, Imigo is not involved in the dealing and contracting between Customers and Performers, or in the Performers' delivery of Personal Services to Customers. Imigo has no control over and does not guarantee the quality, safety or legality of Personal Services advertised, the truth or accuracy of listings, the qualifications, background, or abilities of Users, the ability of Performers to deliver Personal Services, the ability of Customers to pay for Personal Services, or that a Customer or Performer can or will actually complete a transaction.

### Performance of User Contracts

Upon confirmation of services to be provided and price by both the Customer and the Performer, the Customer agrees to purchase, and the Performer agrees to deliver, the Personal Services in accordance with the Terms of Service (collectively the "User Contract"). You agree not to enter into any contractual provisions in conflict with the Terms of Service. The Customer and Performer each covenants and agrees to act with good faith and fair dealing in performance of the User Contract. Furthermore, the Customer and Performer each acknowledges and agrees that the value, reputation, and goodwill of the Site depend on their performance of the foregoing covenants and agreements. The Customer and the Performer therefore agree that Imigo has the right to take such actions with respect to the User Contract, including without limitation suspension, termination, or legal actions, as Imigo in its sole discretion deems necessary to protect the value, reputation, and goodwill of the Site.

### Taxes, Reporting and Legal Responsibilities

Each User is solely responsible for satisfying any income tax, VAT, payroll tax, payroll withholding, sales and use tax, governmental reporting and other legal requirements under applicable law,

including without limitation those applicable to the purchase and sale of Services from and by independent contractors.

#### Third Party Content, Verification and Monitoring

Imigo has no editorial control over content provided by third parties. Imigo is not responsible for and does not monitor content for accuracy or reliability. Any opinions, advice, statements, Services, offers or other information or content express or made available by third parties, including Users, are those of the respective author(s) or distributor(s) and not of Imigo. Imigo neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement made on this Site by anyone other than authorized Imigo employees acting in their official capacities. Imigo does not confirm or verify if an Performer claiming to be a professional or claiming to be qualified to provide professional advice is in fact licensed or otherwise qualified to provide the Services or advice being requested.

#### Links

This Site may contain links to other Web sites or resources and access and use of certain services offered by third parties, including online communication services such as chat, email and calls and your access and use of those Web sites, resources or services, including the online communication services, will be governed by the terms and policies of the Web site or resource or performer. These services are owned and operated by the third party performers and their licensors. You acknowledge and agree that Imigo is not responsible or liable for: (i) the availability or accuracy of such sites or resources; or (ii) the content, advertising, or products on or available from such Sites or resources. The inclusion of any link on the Site does not imply that we endorse the linked site. You use the links and these services at your own risk.

#### No Agency

The Terms of Service and any registration for or subsequent use of this Site will not be construed as creating or implying any relationship of agency, franchise, partnership or joint venture between you and Imigo, except and solely to the extent expressly stated.

#### Access and Interference

The Site contains robot exclusion headers. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (a) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Site) from the Site, any software code that is part of the Site, or any services that are offered on the Site without the prior express written permission of Imigo and the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper operation of the Site or any activities conducted on the Site; or (d) bypass any measures we may use to prevent or restrict access to the Site or any subparts of the Site.

#### Data

You are responsible for creation, storage, and backup of your business records. The Terms of Service and any registration for or subsequent use of this Site will not be construed as creating any responsibility on Imigo's part to store, backup, retain, or grant access to any information or data for any period.

#### WARRANTY DISCLAIMER

THE SERVICES PROVIDED BY IMIGO OR ANY OF OUR LICENSORS OR INSTRUCTORS ARE PROVIDED "AS IS," AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE WEB SITE BY ANY THIRD PARTY. SOME

JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### LIMITATION OF LIABILITY

IN NO EVENT SHALL WE OR OUR LICENSORS OR INSTRUCTORS BE LIABLE TO YOU OR ANY OTHER USER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUR LIABILITY TO YOU FOR ANY ACTION OR CLAIM RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EXCEED IN THE GREATER OF: (A) 100 EURO OR (B) THE AGGREGATE AMOUNT OF SERVICE CHARGES ACTUALLY COLLECTED BY US FROM YOU FOR THE SERVICES TO WHICH THE LIABILITY RELATES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DETERMINATION OF SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

#### RELEASE

If you have a dispute with another User, you release Imigo (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. You hereby waive California Civil Code §1542 (and any analogous law in any other applicable jurisdiction), which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### INDEMNITY

You agree to defend, hold harmless and indemnify Imigo from and against any and all losses, costs, expenses, damages or other liabilities incurred by Imigo from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against Imigo: (a) in connection with your use of the Services including any payment obligations incurred through use of the Services; or (b) resulting from: (i) your use of the Site (ii) your decision to supply credit information via the Site, including personal financial information; (iii) your decision to submit postings and accept offers from other Users; (iv) any breach of contract or other claims made by Users with which you conducted

business through the Site; (v) your breach of any provision of this Agreement; (vi) any liability arising from the tax treatment of payments or any portion thereof; (vii) any negligent or intentional wrongdoing by any User; (viii) any act or omission of yours with respect to the payment of fees to any Performer; (ix) your dispute of or failure to pay any invoice or any other payment; and/or (x) your obligations to a Performer. Any such indemnification shall be conditioned on our: (a) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with you in the defense or settlement thereof; and (c) allowing you to control such defense or settlement. We shall be entitled to participate in such defense through our own counsel at our own cost and expense. We reserve the right to report any wrongdoing of which we become aware to the applicable government agencies or otherwise.

#### INTELLECTUAL PROPERTY

##### License and Site Access

Subject to and conditioned on compliance with the Terms of Service, Imigo grants you a limited license to access and, if you are a User, to use this Site internally for the purpose of ordering and receiving the Services available and authorized from this Site. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content of this Site in any way for any public or commercial purpose without prior written consent of Imigo or the rights holder, unless such actions have previously been expressly permitted by Imigo or the rights holder for

the content in question. You will not attempt to reverse engineer or attempt to interfere with the operation of any part of this Site unless expressly permitted by law. This Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by Imigo.

#### Reservation of Rights; Limited Licenses

Imigo and its licensors retain all of its right, title and interest in and to all patent rights, inventions, copyrights, know-how and trade secrets relating to the Site. The Imigo logo and name are trademarks of Imigo, and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on the Site may be the trademarks of their respective owners.

Except as expressly stated above, nothing in the Terms of Service confers any license under any of Imigo's or any third party's intellectual property rights, whether by estoppel, implication or otherwise.

## CUSTOMER SERVICE

If you have any questions, suggestions, reports of problems or complaints regarding any Imigo Services, your use of the Site, the conduct of or purchase, sale, delivery, or payment of or for Services by or from any User, please contact Customer Service.

## NOTICES AND COMMUNICATIONS

Unless you otherwise indicate in writing to Customer Service, Imigo will communicate with you by email or by posting communications on this Site. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when Imigo sends it to the email address you specified in IDP service that you use for signing in (Facebook, Google Plus, and others), or when Imigo posts such communication on this Site. You must keep your email address updated on this Site, and you must regularly check this Site for postings. If you fail to respond to an email message from Imigo regarding violation, dispute or complaint within two business days, Imigo will have the right to terminate or suspend your Project or your registration.

All notices to Imigo intended to have a legal effect concerning this Agreement must be in writing and delivered either in person or by a means evidenced by a delivery receipt, to the following address:

3rd Floor, C & H Towers Corner of Great Marlborough and Greate George Streets Roseau, 00152  
Commonwealth of Dominica

Such notices to Imigo are deemed effective upon receipt.

## RESOLUTION OF DISPUTES BETWEEN USER AND IMIGO

If a dispute arises between you and Imigo, our goal is to resolve such dispute quickly and cost effectively. Accordingly, you and Imigo agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or the Imigo Services (a "Claim") in accordance with this section entitled "Resolution of Disputes Between User and Imigo." Before resorting to these alternatives, you agree to first contact us directly to seek dispute assistance by going to Customer Service.

#### Law and Forum for Disputes

The Terms of Service are governed in all respects by the laws of Dominica without giving effect to any principle that may provide for the application of the law of another jurisdiction. You agree that any claim or dispute you may have against Imigo must be resolved by a court located in Dominica. You hereby submit to the personal jurisdiction of the courts located within Dominica for the purpose of litigating all such claims or disputes. Any cause of action you may have with respect to this Site must be commenced within 30 days after it arises, or the cause of action is barred.

## Improperly Filed Claims

Should you file a claim contrary to this section entitled "Resolution of Disputes Between User and Imigo," Imigo will be entitled to recover attorneys' fees and costs up to HKD 10,000, provided that Imigo has notified you in accordance with the Terms of Service of the improperly filed claim, and you have failed to promptly withdraw the claim.

## TERMINATION AND SUSPENSION

This Agreement shall become effective upon your acceptance or your use of the Site, and shall continue until terminated by Imigo or you as provided for under the terms of this Section.

Unless otherwise agreed to in writing between the parties, either party may terminate the Agreement at any time upon notice to the other party. In such event, (i) Imigo shall continue to perform those Imigo Services necessary to complete any open transaction between you and another User; and (ii) you shall continue to be obligated to pay Imigo and any Performers for any Services for which you have engaged from Imigo or such Performers in order to complete any such transactions.

Without limiting Imigo's other remedies, we may issue a warning, temporarily suspend, indefinitely suspend or terminate your registration, and refuse to provide any or all Services to you if: (a) you breach any terms and conditions of the Terms of Service or the linked policies and information incorporated herein by reference, including our written policies and procedures posted on the Site; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe in our sole discretion that your actions may cause legal liability for you, our Users or for Imigo or are contrary to the interests of the Site or the Imigo user community. Once temporarily suspended, indefinitely suspended or terminated, you may not continue to use the Site under the same Account, a different Account or reregister under a new Account.

Without limiting Imigo's other remedies, to the extent you engage in actions or activities which circumvent the Imigo Site or otherwise reduce fees owed Imigo under the Terms of Service, you will pay Imigo for all fees owed to Imigo and reimburse Imigo for all losses and costs (including any and all Imigo employee time) and reasonable expenses (including attorney fees) related to investigating such breach and collecting such fees.

When your membership is terminated, you may no longer have access to data, messages, files and other material you keep on the Site. The material may be deleted along with all your previous posts and bids. The provisions entitled "Warranty Disclaimer," "Limitation of Liability," "Release," "Indemnity," "Intellectual Property," "Notices and Communications," "Resolution of Disputes between User and Imigo," "General," "Audit Provisions and Maintaining Records" and "Payment Account Services Terms and Conditions" will survive termination of this Agreement.

## NOTIFICATION OF IMIGO USERS

You acknowledge and agree that the value, reputation and goodwill of the Site depend on transparency of User registration status to all Users. You therefore agree as follows: IN THE

EVENT IMIGO SUSPENDS OR TERMINATES YOUR REGISTRATION, IMIGO WILL HAVE THE RIGHT BUT NOT THE OBLIGATION TO (1) NOTIFY OTHER USERS ENGAGED WITH YOU TO INFORM THEM OF YOUR SUSPENDED OR TERMINATED REGISTRATION STATUS AND (2) PROVIDE THEM WITH SUMMARY REASONS FOR THE ACTION.

## DISCLOSURES

Imigo is the provider of the electronic commercial service on this Site. Users are notified, via this Site, in advance regarding any applicable service charges. Upon your request, you may have this Agreement

sent to you by email. Please feel free to contact Imigo to resolve a complaint regarding any aspect of service relating to this Site by writing to the above address, or contact us at Customer Service.

## GENERAL

You are responsible for compliance with applicable local laws, keeping in mind that access to the contents of this Site may not be legal for or by certain persons or in certain countries. Imigo will not be considered to have modified or waived any of our rights or remedies under the Terms of Service unless the modification or waiver is in writing and signed by an authorized representative of Imigo. No delay or omission by Imigo in exercising its rights or remedies will impair its rights or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. If any part of the Terms of Service is held to be unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect. You will not transfer, assign or delegate your rights or obligations (including your Account) under the Terms of Service to anyone without the express written permission of Imigo, and any attempt to do so will be null and void. Imigo may assign this Agreement in its discretion.

Except for the payment of fees to Imigo, neither of the parties to this Agreement shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.

The boldface paragraph headings in the Terms of Service are included for ease of reference only and have no binding effect. The Terms of Service and all documents referenced in the Terms of Service (including the Site Policies listed below) comprise the entire agreement between you and Imigo with respect to the use of this Site and supersede all prior agreements between the parties regarding the subject matter contained herein as well as any conflicting or inconsistent terms in any Web site that link to or are linked from this Site.

The Agreement hereby incorporates all terms and conditions, rules, policies, and guidelines on the Site, including Privacy Policy:

## PAYMENT ACCOUNT SERVICE TERMS AND CONDITIONS

### Appropriate Use

In addition to the Eligibility requirements described in the Terms of Service, Imigo's Payment Account Service (the "Payment Account Service") is intended solely for use on Imigo to purchase Imigo Services. You must not establish more than one Payment Account. A Payment Account is mandatory for purchasing Imigo Services which have an IMI price, but is otherwise optional.

### Imigo Credits (IMI)

IMI is an inner currency purchased from Imigo.me. They can be used solely on the Site to purchase Services and have no value outside Imigo.me. All Services on the Site are paid for with IMI. IMI purchased or received as payment for Services will be shown in a User's Payment Account.

### Payment Accounts

IMI in a Payment Account may be used to pay Performers and to pay service fees, connect fees, currency exchange fees and wire transfer fees, and any other Services as may be added time to time onto the Site.

A Customer may add IMI to their Payment Account by any of the methods available on the Site. The Customer must reasonably intend that such amounts will be used to pay Imigo or Performers for Services purchased through the Site.

A Performer may add to their Payment Account by directing that Customers' payments for Services purchased on the Site and received through the Payment Service be added to their Payment Account

#### Legal Relationships

Imigo provides the Payment Account Service and requires you to use it to purchase IMI, and to request and make payments of IMI to and accept payments of IMI from other Users, for the purchase and sale of Services through the Site.

As a Customer, you agree not to pay fees for Performer Services unless the fees are originated from the Imigo Payment Account Service, and as a Customer you acknowledge that you are not obligated to pay fees unless the fees are originated from the Imigo Payment

Account Service. As a Performer, you agree to request fees from Customers for Performer Services only through requests for payment on the Imigo Payment Account Service, and you agree to use this system for all Imigo-originated business, whether first- time, repeat or follow-on. As a Performer, you agree that a Customer is not obligated to pay fees for Performer Services unless you originated the request for payment through the Imigo Payment Account Service.

You acknowledge that: (1) Imigo is not a bank and the Payment Account Service is a payment service rather than a banking service; and (2) Imigo is not acting as a trustee or fiduciary with respect to your funds, but is acting only as an agent and custodian. (3) IMIGO IS NOT A BANK, AND AMOUNTS TRANSFERRED THROUGH OR STORED IN THE PAYMENT SERVICE ARE NOT INSURED DEPOSITS.

By receiving or sending IMI through the Payment Account Service or purchasing IMI for your Payment Account, you authorize Imigo to obtain the IMI on your behalf and to transfer the IMI to the recipient that you designate, subject to the terms and conditions of this Agreement.

#### Payment Provider

Imigo through its 3rd party partners acts as a payment provider by creating, hosting, maintaining, and providing the Payment Account Service to you via the Internet. Imigo does not have any control over the Performer Services purchased or sold with the Payment Account Service, nor whether a Customer or Performer you are dealing with will actually complete the transaction. Nothing in the Payment Account Service will be deemed to constitute Imigo your agent with respect to any Performer Services purchased and sold by Users through the Site, or expand or modify any warranty, liability or indemnity stated in the Terms of Service.

#### Interest

You agree that you will not receive interest or other earnings on the IMI in your Account. How to Receive Payment for Services Using the Payment Account Service

To receive payment from a Customer, you must use the Payment Account Service and you must follow the instructions and Payment Account Service links on the Site and provide the information requested. As a Performer, you acknowledge and agree that when you instruct Imigo to transfer IMI from a Customer using the Payment Account Service, such instruction is a representation that you have completed the applicable Services fully and satisfactorily.

#### How to Pay for Services Using the Payment Account Service

To pay a Performer, you must use the Payment Account Service and you must follow the instructions and links on the Site and provide the information requested. Unless you have a balance in your Payment Account, Imigo will ask to charge your credit card or any other payment method available on [Imigo.me](https://Imigo.me) for the necessary amount. By providing us with your credit card or bank account information, you authorize us to charge such credit card or bank account for the amounts stated on the applicable Payment Service web page.

As a Customer, you acknowledge and agree that when you instruct Imigo to pay a Performer using the Payment Account Service, such instruction: (1) is a representation that the Performer has completed the



applicable Services fully and satisfactorily, and (2) constitutes an irrevocable instruction to Imigo to transfer IMI to the Performer. Once Imigo has transferred IMI to the Performer, Imigo may not be entitled to demand return of the IMI.

#### Authorized Payments are Final

Your use of the Payment Account Service constitutes your agreement to transfer IMI for any amounts which you authorize us to charge against your Account and, as appropriate, your credit card or any other payment method available on [Imigo.me](https://imigo.me). Such payments, once authorized, ARE FINAL. No refunds will be given for IMI's purchased.

#### Erroneous Transfers

Imigo reserves the right to seek reimbursement from you as a Performer, and you will reimburse Imigo, if Imigo discovers erroneous or duplicate transactions from any Customer. Imigo may obtain such reimbursement by charging the applicable Performer's Account, deducting amounts from future payments owed to the Performer, or obtaining reimbursement from such Performer by any other lawful means. Failure to pay for reimbursements of is cause for termination of Services.

#### IMI Expiration Policy

IMI's in a user account will be valid for as long as the user remains active on Imigo. If the user has not logged into his/her account at least once in the previous 6 months, the IMI's will expire. For a user to keep their IMIs active, they must login at least once every 6 months to their Imigo account. IMIs are then valid for another 6 months following the most recent login date.

#### Currency

The Payment Account Service operates in IMI which are tied to Euro and therefore Imigo is not responsible for currency fluctuations that occur when billing or crediting a credit or debit card denominated in a currency other than Euro, nor is Imigo responsible for currency fluctuations that occur when receiving or sending payment via wire transfer, check or any other payment methods when purchasing IMI or withdrawing an IMI balance.

#### Service Fees

Upon withdrawal of funds Imigo charges Users a service fee based on the sum of such withdrawal at following rates:

- 20% for withdrawal less than 1000 IMI

Users who wishes to upgrade to Premium Account may do so for a following service fee:

- 1 month - 20 IMI
- 1 year - 144 IMI

#### Return/Cancellation Policy

Imigo doesn't make any refunds. Money paid to buy IMI to be added to Payment Account could be returned only through withdrawal procedure.

#### Withdrawal of Funds

To withdraw funds from your Payment Account, you must request such funds using any of the withdrawal methods available on the Site. Any such requests shall be subject to the conditions and restrictions contained on the Site and in the Terms of Service. Notwithstanding any other provision of the Terms of Service, if Imigo determines in its sole discretion that a User has violated the conditions and restrictions of the Site or Terms of Service, Imigo will have the right to refuse to process the withdrawal.

#### Hold on Account Funds

Imigo reserves the right, at its sole discretion, to place a hold on funds if Imigo suspects monies were used in fraud or criminal activities. Imigo will release a hold as soon as practical.

#### Disputes Between Customers and Performers

Any disputes in connection with Services provided by Performers or payments made by Customers remain between such Customers and Performers. By using the Payment Account Service, you agree to follow the Dispute Resolution Process. You further acknowledge that Imigo will not be a party to any such dispute. Imigo will attempt to take the actions set forth in the Dispute Resolution Process, but Imigo will not be obligated to take any other action or refrain from taking any other action toward resolving any such dispute. Imigo may, at its sole discretion, withhold or delay payment or continue to hold amounts or make payment or release amounts in the event of dispute between a Customer and a Performer.

#### Reservation of Rights

Imigo reserves the right to seek reimbursement from any Performer and Performer will reimburse Imigo if Imigo discovers erroneous or duplicate transactions for the amount of such transaction from such Performer. Imigo may obtain such reimbursement by deducting from future payments owed to such Performer, by reversing any credits to such Performer's bank account, or by seeking reimbursement from such Performer by any other lawful means.

#### Questions

If you have any questions, suggestions or reports of problems regarding the Payment Service, please contact Customer Service.

## PRIVACY POLICY

Please view our [Privacy Policy](#)

## COPYRIGHT POLICY

#### Removal of Material for Which Copyright Infringement is Claimed

If you believe your copyrights are being infringed by a user of the Services available at the domain and sub-domains of Imigo.me, please notify Customer Service with written notice as detailed within this subsection.

The information requested substantively complies with the safe harbor provisions of the Digital Millennium Copyright Act, 17 USC. § 512(c)(3)(A), which provides:

To be effective under this subsection, a notification of claimed infringement must be a written communication provided to the designated agent of a performer that includes substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Site are covered by a single notification, a representative list of such works at that Site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the performer to locate the material.
- Information reasonably sufficient to permit the performer to contact the complaining party such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notification from a copyright owner or from a person authorized to act on behalf of the copyright owner that fails to comply substantially with the provisions above shall not be considered as providing actual knowledge or an awareness of facts or circumstances from which infringing activity is apparent.

## REGISTRATION INFORMATION

You agree to provide true, accurate and complete information as prompted by the Registration form for your User Account and your Payment Account, and to update this information to maintain its truthfulness, accuracy and completeness. Imigo may suspend or terminate your User Account or Payment Account if information you provide is not complete or accurate.

## SAFEGUARDING YOUR PASSWORD

You agree to safeguard the User ID you use to access this Site and to purchase IMI. You authorize us to assume that any person using the Site with your User ID either is you or is authorized to act for you. Further, the contents of your User Account (including feedback), and User ID may not be transferred or sold to another party.

## POSTING INFORMATION OR CONTENT

You agree to provide true, accurate and complete information whenever you post any information or content on the Site (including but not limited to posting your profile and providing feedback). You agree to update such information whenever it changes. You agree to use good judgment when posting information, remarks or other content regarding other Users, Customers, Performers, Imigo or any other third party. You understand that you may be held legally responsible for damages suffered by other Users, Customers, Performers, Imigo or any third party as a result of legally actionable or defamatory comments, remarks or other information or content which you post to the Imigo Site. Imigo is not legally responsible for any remarks, information or other content posted or made available on its Site by any User or third party, even if such information or content is defamatory or otherwise legally actionable. Imigo is not responsible for and does not monitor or censor content for accuracy or reliability. Imigo reserves the right to remove or restrict access to any information, content or project posted or made available on the Site in its sole discretion, or if ordered to do so by a court, or if Imigo considers such information or content to be in violation of the Terms of Service. You agree NOT to do any of the following on the Site:

- Use Imigo to transmit any content or conduct any transaction that would violate any applicable law or regulation in any country.
- Post any Service descriptions that are fake, posted without the intention to provide or receive Services.
- Use Imigo to transmit any content that infringes a third party's intellectual property rights, license rights, the terms and conditions of use of such third party's Web site or copyrighted materials or such third party's rights of publicity or privacy.
- Use Imigo to transmit any content related to or containing any adult or sexually explicit material.
- Use Imigo in any manner related to bulk email or spam, including but not limited to bulk email hosting, scripts, active code, programs, proxies, lists and relay servers.

- Post advertisements and/or solicitations of third parties or offers of full-time employment.
- Post false or misleading information about a product, service or service request.
- Post logos, seals or slogans from third parties on the Site unless such material is provided by Imigo or an Imigo partner, or you have received express written permission from Imigo to display such third-party logo, seal or slogan.
- Post or transmit any content that is profane, vulgar, racist, offensive, threatening, harmful, abusive, defamatory or disparaging.
- Post or transmit unprofessional or offensive comments about a User, Performer, Customer, Imigo or any third party.
- Use Imigo to transmit any content that violates, or has the potential to violate, the integrity of academic and professional applications, tests and work; for example by passing off the skills, ideas or words of another as one's own; using another's production or content without crediting the source; presenting as new and original, ideas or products derived from an existing source; presenting fabricated facts, persons or sources as real.
- Suggest or solicit another User to contact you directly in order to buy or sell Services outside of Imigo.
- Access, tamper with or use non-public or non-authorized areas of the Site. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.
- Tamper with postings of other Users or Imigo.
- Solicit or gather any User's information available from the Site, such as other Usernames and email addresses, for any commercial or business purposes or to transmit any unsolicited advertising, junk mail, spam or chain letters.
- Do anything which would create or impose an unreasonable or disproportionately large burden or load on the Site.
- Use robots, spiders, scrapers or other automated means to access information in our Site for any purpose without express written permission from Imigo.
- Post or introduce software on the Site that: (i) is designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of this Site or any other software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"); (ii) would disable or impair this Site or any other software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the elapsing of a period

of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs," "time locks" or "drop dead" devices); (iii) would permit you or any other person to access this Site or any other software, firmware, hardware, computer systems or networks to cause such disablement or impairment or transmit information (sometimes referred to as "traps," "access codes," or "trap door" devices, or "spyware"); or (iv) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.

- Frame or link to the Site except as permitted in writing by Imigo.
- Impersonate or misrepresent your affiliation with any person or entity.

- Repeat any action after you receive warning or request to desist from Imigo, whether or not that action is explicitly prohibited in the policies stated on the Site.
- Fail to respond to an email from Imigo regarding violation, dispute or complaint within two business days.
- Use the Site if you are not able to form legally binding contracts, are under age or are temporarily or indefinitely suspended from our Site.
- Take any action that may undermine the feedback or ratings systems (such as importing or exporting feedback information off the Site, or using feedback as an extortion mechanism).
- Copy, modify or distribute content from the Site, except for your own information and use, without the prior express written permission from Imigo.
- Violate any other policies stated on the Site.

Violation of these rules may result in suspension or termination of your Account, in addition to all other remedies available to Imigo or other Users. If you are aware of a potential violation, please contact Customer Service. In order to operate the Site, Imigo must have certain rights. Consequently, when you post information, text, files, links, attachments, software or other materials to publicly visible areas of the Site, you are granting, or warranting that the owner of such Content has expressly granted a worldwide, royalty-free, perpetual, irrevocable, fully sub-licensable, non-exclusive right to use, reproduce, modify, transmit, distribute, perform, display and delete such Content (in whole or in part) and/or to incorporate such Content in other works in any form, media or technology now known or later developed.

## PERFORMER AND CUSTOMER OBLIGATIONS

You agree to: (a) abide by the Terms of Service and the processes and procedures described throughout the Site; (b) be financially responsible for your use of Imigo and the purchase of IMI or delivery of Services; and (c) perform your obligations and complete the transaction as specified by the most recent agreed upon terms by the Performer and Customer, unless such transaction is prohibited by law or by the Terms of Service. Upon acceptance of Deal terms, you agree to purchase the Services by transfer of a sufficient IMI balance if you are a Customer, or provide the Services if you are a Performer, in accordance with the terms agreed to by the parties.

## COMMUNICATION

Imigo encourages open, complete and professional communication between Customers and Performers. Customers and Performers can use email, chat, and telephone to clarify scope or any specific requirements for Services. Open communication helps both Performers and Customers to make informed decisions. You are required to use Imigo to manage providing of Personal services and to maintain an electronic record of all written communication including clarifications and agreements around scope of services, deliverables, milestones, timeframes, price, feedback, acceptance of deliverables and completion of milestones. Also, transcribe relevant emails, instant messages, telephone or in-person conversations between the Customer and the Performer to maintain a record of what is agreed. In the event of a dispute, all written communication on Imigo will serve as the record for resolution of the dispute. A communication that is not referenced on Imigo cannot be submitted as evidence in non-judicial dispute resolution after a dispute is reported.

## RATING AND FEEDBACK SYSTEM

You acknowledge and agree that the Site will contain public feedback from Users with whom you have transacted. You acknowledge that feedback results for you may consist of comments and ratings left by other Users and that Imigo may calculate a composite feedback number based on these individual ratings. Performers agree to be rated by Customers along several criteria, as determined by Imigo. Imigo provides its feedback and rating system as a means through which Users can express their opinions publicly, and Imigo does not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to Imigo's attention. You may be held legally responsible for damages suffered by other Imigo Users or third parties as a result of these remarks if a court finds that these remarks are legally actionable or defamatory. Imigo is not legally responsible for any feedback or comments posted or made available on this Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. You agree to report violations or abuses of our rating and feedback system immediately by contacting Customer Service, and agree not to take any actions that undermine the integrity of the feedback system, including but not limited to the following:

- Leaving fake feedback for yourself or another User such as using a secondary Username or other Imigo users to artificially raise the level of your own feedback or create negative feedback for another User.
- Feedback threats such as demanding another User to perform a task by threatening to leave negative feedback or withholding deliverables or funds until another User agrees to leave positive feedback or no feedback.
- Feedback solicitation such as offering to sell or buy Services in exchange for good feedback, trading feedback undeservedly or buying feedback.

In order to protect the integrity of the feedback system and protect Users from abuse, Imigo will consider removing feedback under the following scenarios:

- Feedback or information posted seeks to elicit or solicit any User's contact information, such as other Users' email addresses, for any non-Imigo related commercial or business purposes, or to transmit any unsolicited advertising, "junk mail," "spam," or "chain letters."
- Feedback or information posted contains language that is profane, vulgar, racist or contains adult material. Insulting or inflammatory feedback is strongly discouraged but will not be removed.
- Feedback or information posted is shown to have been left by any User who is in violation of Imigo's Eligibility requirements, or by or for a User who has conducted any fraudulent transaction.
- Feedback or information posted is not directly related to transactions conducted through Imigo.
- Feedback or information posted makes any reference to actions taken or purported to be taken by Imigo or any law enforcement organization.
- When Imigo is provided with a ruling or settlement agreement from a valid and certified dispute resolution service, or is provided with a court order finding that the disputed feedback is slanderous, libelous, defamatory or otherwise illegal.
- The User who left feedback provided Imigo with false contact information during the transaction period (as verified by Imigo) and cannot be contacted by Imigo.
- The User who left feedback is participating in an Imigo transaction with the intent of leaving feedback as part of a campaign to harass Imigo user(s) (as verified by Imigo).
- Negative feedback that was intended for another User only when the User responsible for the mistaken feedback contacts Imigo and places the same feedback for the appropriate User. This

does not apply to feedback that was mistakenly marked negative instead of positive or vice versa, in which case the User can contact Customer Service to file a feedback review request.

## PROVIDING SERVICES

If you wish to provide Services through Imigo, you must follow the Guidelines for Creating an Advertisement. You agree to provide true, accurate, complete information and to update such information to maintain its truthfulness, accuracy and completeness. From time to time, your User Account may be subject to verification as well as editorial and feedback reviews. Imigo can suspend or terminate your User Account upon the discovery that any information you provided or posted is not complete or accurate, or as a result of other violations of the Terms of Service.

### **Guidelines for Creating an Advertisement**

- Write a short but specific description of your service.
- Don't specify price in advertisement description, use price field.
- Use only your own images or 3rd party images providing you have legal permissions for that.

When submitting your advertisement you agree to:

- Not submit advertisement that are made with the intent to commit fraud. Doing so will result in immediate termination of your membership.
- Not offer your Services in exchange for good feedback or for free.
- Respond promptly, within one business day, to private messages from the Customer.
- Respond promptly, within one business day, to any inquiry from Customer Service.
- Violation of these guidelines may result in suspension or termination of the advertisement or of your Account. If you are aware of a potential violation, please contact Customer Service.

### **Guidelines for Providing your Services**

You agree to utilize the following service provider guidelines:

- Once you have received a request for providing Personal Services, use Imigo to manage the request and to maintain an electronic record of all written communication between you and the Customer around scope, deliverables, time frames, price, feedback, revisions, schedule changes, vacation, availability, delays, acceptance of deliverables and completion of deals. Also, transcribe relevant outside emails, instant messages, telephone or in-person conversations between you and the Buyer on Imigo to maintain a record of what is agreed. In the event of a dispute, all written communication on Imigo will serve as the statement of record.
- Inform the Customer of your availability and committed response time.
- Inform the Customer if a committed deliverable will be missed, offering an explanation and proposing a revised date.
- Inform the Customer if you will be unavailable for more than one business day.
- If you are unable to perform a Services in full, alert Customer Service so that Imigo is aware of the situation.
- Respond promptly, within 1 business day, to all deal-related communication, whether from the Customer or from Imigo.

- Utilize Imigo's Payment Service to maintain the privacy of your personal financial Account details; leverage Imigo's anti-fraud measures; maintain a record of all invoices and payments; add the project, feedback and transaction amount to your profile; and, in the event of a problem, have access to Imigo's Dispute Resolution process.
- Report any rating system violation by contacting Customer Service.
- After the deal is completed, leave objective, balanced feedback.
- Violation of these guidelines may result in suspension or termination of your Account. If you are aware of a potential violation, please contact Customer Service.

## ENFORCEMENT OF TERMS OF SERVICE

We may suspend or cancel your User Account and/or Payment Account if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms of Service, or violated our rights or those of another party. Without limiting Imigo's other remedies, we will suspend or terminate your User Account and/or Payment Account and refuse to provide any Services to you if: (a) you breach any terms and conditions of the Terms of Service and the other written policies and procedures posted on the Site; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, our Users or for Imigo. Once suspended or terminated, you may not continue to use the Imigo service under a different Account or re-register under a new Account. In addition, violations of the Terms of Service may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions. If a User engages in actions or activities which circumvent the Site or otherwise reduces service fees owed Imigo under the Terms of Service, that User will be liable to Imigo for the service fees due, and may be subject to additional sanctions including, but not limited to, suspension or termination of Imigo membership. Imigo reserves the right to terminate any User or project for any reason, at its sole discretion and to refuse to provide registration and membership to you in the future. We will notify you if we cancel your membership, unless in our judgment giving notice would cause a risk of further violation or damages. However, we will notify you that your Account will be canceled if the law requires such notification. When your membership is canceled, you may no longer have access to data, messages, files and other material you keep on the Site.

## IMI REFUNDS AND DISPUTE RESOLUTION PROCESS

### IMI Refunds

A Customer may request IMI be refunded to their Payment Account if the terms of their Agreement with the performer were not met. The Performer may agree to the refund in which case IMI will be immediately returned to the Customer's Payment Account. If the Performer disagrees that the terms of the Agreement were not met, then the disagreement is automatically raised to be a Dispute, to await judgment from Imigo. IMI for the payment of the deal in question will be held until the resolution of the Dispute.

### How to Avoid Disputes

Disputes often arise due to miscommunication and can often be resolved amicably between the parties. Imigo recommends the following steps to avoid disputes:

- Answer clarifying questions from Performers or Customers in a timely fashion.
- Evaluate Performers against criteria important to you, such as a Performer's experience, education, portfolio, certifications, references, feedback from prior Customers, location, communication style and cost.
- Ask for the Customer's and Performer's time availability and standard response times.



- Maintain open lines of communication. Be clear about your expectations and check in frequently with the other party. Do not leave anything to assumptions.
- Once you have agreed to terms, use Imigo to maintain an electronic record of all written communication between the Performer and customer around scope, deliverables, time frames, price, feedback, revisions, schedule changes, vacations, availability, delays, and completion of services. In the event of a dispute, all written communication on Imigo will serve as the statement of record.
- Document any changes in agreed upon terms in writing.
- Utilize Imigo's Payment Account Service to maintain the privacy of your personal financial details; leverage Imigo's anti-fraud measures; maintain a record of all payments; and, in the event of a problem, have access to Imigo's Dispute Judgment process.

#### What if I Have a Dispute?

In the event that you have a dispute with another User, the Dispute Resolution Process consists of two phases:

- User Resolution – The Customer and Performer will communicate and reach agreement on whether an IMI refund to the Customer Payment Account is acceptable.
- Imigo Dispute Judgment – If the Customer and Performer cannot agree, then the dispute is brought to the attention of Imigo. Imigo will review all submitted materials pertaining to the Dispute and make a final ruling.

#### Key Dates

For all disputes you must be aware of the following key dates:

- "Deal Date" means the date on which the agreed upon Services between the Performer and Customer occurred or was scheduled to occur.
- "Dispute Initiation Limitations Date" means the date seven (7) days following the Deal Date. A Customer does not have a right to initiate a dispute after the Dispute Initiation Limitations Date. The time that the Dispute Initiation Limitations Date expires is exactly 168 hours (or seven full days) after the end or scheduled end of the Deal in dispute. If no dispute has been initiated by the Customer before the Dispute Initiation Limitations Date, then the Deal will be considered fully valid and the Performer will receive their payment. No further disputes will be heard in this case and the Customer does not have the right to ask for Imigo Dispute Judgment.
- "Contest Dispute Limitations Date" means the date fourteen (14) days following the Dispute Initiation Limitations Date. A Performer may contest the dispute before the Contest Dispute Limitations Date. The time that the Contest Dispute Limitations Date expires is exactly 336 hours (or fourteen full days) after the Dispute Initiation Limitations Date. If the Performer fails to respond to a dispute before the Contest Dispute Limitations Date, then the dispute will be considered fully valid and the IMI will be returned to the Customer's Payment Account. No further disputes will be heard in this case and the Performer does not have the right to ask for Imigo Dispute Judgment.

#### Imigo Dispute Judgement

Dispute Judgment. In the case where a Customer has initiated a dispute and the Performer has contested the dispute in a timely fashion, Imigo will review materials on Imigo.me regarding the deal in question to help render its judgment. Imigo may, at its sole discretion, ask the Customer and the Performer to provide any additional materials regarding the dispute. Imigo will make a ruling within 30 business days of the Contest Dispute Limitations Date and authorize release of IMI to the Performer's

Payment account if it finds in favor of the Performer, or return IMI to the account of the Customer if it finds in favor of the Customer. Imigo will be a neutral third party and will have no further obligations. No Imigo employee is authorized to make any recommendation or guarantee regarding the dispute.

In the event Imigo contacts the Performer and Customer to schedule a call to re-establish communication, Performer and Customer will have three business days following contact from Imigo to agree to a conference call during Imigo's normal business hours. In the event both parties fail to agree and participate in such a call within three business days, Imigo will promptly schedule a required call during Imigo's normal business hours within three more business days. In the event one party participates in such call ("Participating Party") and the other does not ("Non-Participating Party"), then: (1) Non-Participating Party will be deemed to have agreed to the Release sought by the Participating Party; (2) Non-Participating Party will be deemed to have authorized Imigo to, and Imigo will, make the Release sought by the Participating Party; and (3) Imigo will have the right to terminate or suspend the Non-Participating Party's User Account.

#### Noncompliance and Abuse

**Improperly Filed Claims.** All claims between you and the Opposing Party must be resolved in accordance with the terms on this page. All claims filed or brought contrary to these terms shall be considered improperly filed. Should you file a claim contrary to these terms, the Opposing Party may recover attorneys' fees and costs up to HKD 10,000, provided that the Opposing Party has notified you in writing of the improperly filed claim, and you fail to promptly withdraw the claim.

- **Abuse.** If you initiate an excessive number of disputes, Imigo reserves the right to terminate this Agreement immediately upon giving notice to you. However, any disputes that existed prior to termination will be subject to these terms.
- **Feedback dispute.** If you are involved in a dispute involving feedback, please refer to the Rating and Feedback System section in the Site Policies to find out in what circumstances Imigo will consider removing feedback.

## CONTACTING CUSTOMER SERVICE

If you wish to report a violation of Site Policies, have any questions or need assistance, please contact Imigo Customer Service as follows:

Email: [support@imigo.me](mailto:support@imigo.me)