

CONTRACT

ARTICLE 1. GENERAL CONDITIONS

1. Individual entrepreneur Martirosyan A.V. (hereinafter referred to as the "Contractor") publishes this Public Contract (hereinafter referred to as the "Agreement") on the procedure and conditions for using the Application and the Site.

2. In accordance with Article 633 of the Civil Code of Ukraine (Civil Code of Ukraine) - this agreement is a public contract, and in the event of acceptance (acceptance) of the conditions set forth below, any capable natural or legal person (hereinafter referred to as the "User") undertakes to fulfill the terms of this Agreement.

3. In this Treaty, the following terms are used in this meaning:

Offer - public offer of the Contractor, addressed to any capable physical and / or legal person, to conclude a public contract with him on the terms and conditions contained in this Agreement;

Acceptance - full acceptance by the User of the terms of the Agreement;

The contractor is an individual entrepreneur Martirosyan A.V., location: Str. Rognedinskaya , house 3 ;

User - any capable physical or legal person who has accepted the terms of this Agreement and uses the Application and / or the Site of the Contractor. On behalf of a legal entity, the use of the Site and / or the Application is performed by an authorized employee / representative of such legal entity.

The application is an extension of Posttrack, for the Google Chrome browser;

Registration is the acceptance by the User of an offer for the conclusion of this Agreement and the procedure in which the User, by filling in the appropriate forms of the Site, provides the necessary information for the use of the Site and the Application;

Personal data is information or a collection of information about an individual, with their help identified or can be specifically identified ;

Site - Web site <https://posttrack.email/> . Other resources on the Internet, administered by the Contractor or managed by the Contractor and directly related to the activities of the Contractor for the purposes of this Agreement are considered to be an integral part of the Site.

4. Acceptance of the terms of this Agreement is the copying (installation) of the Application by the User into the Google Chrome browser or Registration of the User on the Site, depending on which of these events occurs earlier. Acceptance of this Agreement means full and unconditional consent of the User with all the terms of this Agreement. Using the Application and / or the Site, the User also confirms his agreement with the Privacy Policy posted on the Website at the following link: <https://posttrack.email/en/license-agreement/privacy-policy> , The policy of using cookies on the Site at the following link: <https://posttrack.email/en/license-agreement/cookies-policy> , Vulnerability disclosure policy, posted on the Site at the following link: <https://posttrack.email/en/license-agreement/responsible->

[vulnerability-disclosure-policy](#) . Use of the Application, the Site and their functionality is allowed only on the terms of this Agreement.

5. By agreeing to the terms of this Agreement, the User confirms his legal and legal capacity, confirms the reliability of the data provided to him under this Agreement and assumes all responsibility for their accuracy, completeness and reliability.

Access and use of the Site and / or Application by minors can only be carried out with the consent of their parents or guardians. Such persons are responsible for acts committed by minors under their guardianship. Please contact us (posttrack@sloenka.com) if you want to allow a minor to use our Site and / or the Application.

6. This Contract may be changed by the Contractor unilaterally without any special notification from the User, including the amount of the Contractor's remuneration. The new version of the Agreement comes into force from the moment of posting on the Site or bringing it to the User's notice in another convenient form, unless otherwise provided for by the new version of the Treaty. Continuation of use of the Application and / or the Site after making changes to this Agreement means the User's consent to such changes.

7. In case of disagreement of the User with any terms of this Agreement, as well as with the amended terms of the Agreement, the User must stop using the Application and the Site.

8. Functionality Applications are provided only to registered Users. For the use of the Application from the User, a fee (remuneration) is charged, the amount of which is communicated to the User through the Application or the Site.

9. Access to the site is free of charge, except for the cost of connection through a telecommunications network provided by the User's supplier.

ARTICLE 2. CODE OF CONDUCT ON THE SITE AND USE OF AN APPLICATION

1. The User agrees to use the Site and the Application in accordance with the laws of Ukraine, moral principles and public order, and this Agreement. The User must refrain from using the Site or the Application for unlawful acts or purposes, which may be considered a criminal offense against third parties, as well as violation of any applicable law.

2. The user is prohibited from distributing information using the Site and / or the Application in violation of the provisions of this Agreement or the rights of third parties, in particular, the information should not contain:

1) propaganda of hatred, violence, discrimination, racism, xenophobia, interethnic conflicts;

2) calls for violence and illegal actions;

3) information that violates the rights of third parties;

4) information conducive to fraud, deception or abuse of confidence;

5) information leading to the conclusion of contracts with stolen or counterfeit items;

6) information that violates or encroaches on the property of third parties, commercial secret or the right to privacy;

7) personal information or personal data of third parties without the express consent of these persons;

8) information containing information infringing on privacy, offending someone's honor, dignity or business reputation;

9) information containing defamation or threats against anyone;

10) information bearing the nature of pornography;

11) information harmful to minors;

12) false and misleading information;

13) viruses or any other technologies that may harm the Site and / or the Application, the Contractor or other users;

14) information about services considered immoral, such as: prostitution, usury or other forms that are contrary to the norms of morality or law;

15) links or information about sites that compete with RU-NIC's services;

16) information representing "spam", "letters of happiness", "schemes of pyramids" or undesirable or false commercial advertising;

17) information disseminated by news agencies;

18) information with the offer of earning on the Internet;

19) information with the proposal of a franchise, multi-level and network marketing, financial pyramids, agency activity, trade mission or any other activity that requires the recruitment of others;

20) information solely of an advertising nature without offering a specific service;

21) information that otherwise violates the requirements of applicable law.

3. The user is prohibited from:

1) distribute, transmit or provide to any third party any information, element or content that may constitute a violation of intellectual property rights, patents, brands or copyrights belonging to the owners of the Site and / or the Application or third parties;

2) distribute, transmit or provide to any third party any information, element or content that is considered to be in violation of privacy laws or the protection of personal data.

4. The Contractor reserves the right to demand compensation for the damage caused as a result of the User's non-compliance with the above-mentioned conditions of use.

5. Access to the Site and / or the Application, purchase of the Application and its use, requires a computer or other equipment, as well as Internet connection. Any expenses in connection with such articles are not included in the remuneration of the Contractor and are paid only by the User.

6. The Contractor shall not be liable for the storage and use of the User's password required to access his account on the Site, as well as to the Service and the Google Gmail Service. T aka I responsibility rests with the user. The perpetrator assumes that any user who accesses his email account and uses his password is a legitimate user of the Application.

ARTICLE 3. RIGHTS AND OBLIGATIONS OF THE USER

1. The User undertakes to properly observe the terms of this Agreement.
2. The User is entitled to use the Application exclusively in accordance with the terms of this Agreement.
3. The User agrees not to use the Application and the Site in violation of the rights and legitimate interests of the Contractor, third parties, this Agreement and the legislation of Ukraine.
4. The User undertakes to accurately and carefully store the data used for identification in the Annex. In the event that access to the e-mail box specified in the Registration was obtained by third parties, the User undertakes to immediately make changes to the registration data in order to be unable to send the data used for identification in the Annex to such a compromised e-mail address.
5. The user is prohibited independently or with the involvement of third parties to decompile the Application, and also disseminate, communicate to the public and provide other access to the Annex, reverse engineer the Application or its individual elements.
6. The User is responsible for the use of the Application and its functionality by any means not expressly provided for in this Agreement.
7. Any payments for communication services, including those provided by cellular operators or service providers for providing Internet access, shall be paid by the User independently.

ARTICLE 4. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

1. The Contractor has the right to provide users with paid and free services. The Contractor informs the User about the terms of provision of such services by posting information about the service (name of the service, its cost, form and payment procedure) in the Appendix or on the Site.
2. The Company has the right to block the User's access to the Application in case of detection of the User's breach of the obligations provided for in this Agreement.
3. The Contractor shall have the right to restrict access to the functionality of the Application for organizational or technical reasons unilaterally until such reasons are eliminated. The Contractor undertakes to resolve the problems as soon as possible in the operation of the Application, and in the absence of such an opportunity to notify the User about it in the Annex, on the Site or in other ways.
4. In order to improve and improve the stability of the application, improve the Site, the Contractor has the right to collect, store and process statistical information about the use of the Application by the User and the Site.

ARTICLE 5. INTELLECTUAL PROPERTY

1. Personal non-property rights and property rights to all objects accessible through the Application or the Site, including design elements, text, graphics, illustrations, scripts, programs, databases, and other objects (hereinafter referred to as the "Content"), as well as on the Application and the Site, belong to the Contractor.

2. Except for the cases established by this Treaty and the legislation of Ukraine, no Content may be copied, reproduced, processed, distributed, published, downloaded, transmitted, sold or otherwise used without prior consent Performer. The user is prohibited from partially or completely copying, modifying, disassembling, taking any action to obtain the source code, create derivative works or modify the Application.

3. The non-exclusive use of the Application is allowed by the User only by the reproduction and use of its functionality during the period for which the User paid the Contractor a fee in accordance with the terms of this Agreement.

After the termination of such period the User immediately ceases to use the Application.

Non-exclusive use of the Site is allowed by the User only through the reproduction and application of its functional capabilities from the moment of the conclusion of this Agreement.

The use of Content, as well as any other elements is possible only within the proposed functionality.

ARTICLE 6. REMUNERATION FOR GRANT OF THE RIGHT TO USE THE APPENDIX

1. The user pays a fee to the Contractor for the use of the Application.

2. The amount of remuneration of the Contractor depends on the period for which the right to use the Application and / or its functional features is granted. Tariffs (remuneration) of the Contractor for granting the right to use the Application can be found at the following link: <https://posttrack.email/en/pages/pricing> .

3. The Contractor has the right to unilaterally change the amount of remuneration for the use of the Application, except as provided below. The Contractor has no right to change the amount of remuneration for the already paid period of use of the Application by the User.

4. To start using Applications The user contributes an advance payment for the entire period of use of the Application. Payment for the Contractor's remuneration can be made using the LiqPay payment service. When using the payment service, LiqPay is blocked on the User's card 1 \$ (one US dollar) or equivalent for 1 (one) month (for verification of the card). Order and general terms of payment with the help of LiqPay can be found at the following link: <https://www.liqpay.ua/en/rules/>.

5. In case of termination of use Appendices for the reasons depending on the User paid remuneration to the Contractor is not returned to the User. The Contractor does not return to the User the full amount (difference in cost, between tariffs), in case the User changes the tariff plan.

6. Payment of remuneration of the Contractor by residents of Ukraine is carried out exclusively in hryvnias. The amount of remuneration of the Contractor may be indicated in the equivalent in US dollars.

ARTICLE 7. PAYMENT PROCEDURE OF THE EXECUTOR'S REMUNERATION AND USE OF THE APPLICATION FOR GOOGLE CHROME

1. To pay the fee to the Contractor The user must have an account in the Google email service (Gmail), having previously accepted his terms and privacy policy. The artist is not a GoogleInc service. GoogleInc. and the Contractor are two different independent subjects.

2. In order to use the Application, the User must register an account on the site, log in to his Gmail account, select a tariff plan (the amount of remuneration established by the Contractor) and pay for it. Using the browser, install the application in it.

3. When paying, the User must identify himself using Google Authentication Mechanisms (Oauth2).

ARTICLE 8. CORRECTION AND IDENTIFICATION OF ERRORS AT THE INTRODUCTION OF DATA

1. Whenever the User does not complete the required field, he is not allowed to proceed to the next stage of registration on the Site and / or payment of the Contractor's remuneration, until all the required fields are filled. A message will appear that warns the user of errors that need to be corrected.

2. If the User accidentally deletes the Application, it can be reinstalled in his / her personal account. Also, in the personal account, the user can customize the interface, change the settings of email notifications and recover the password.

3. In case of errors that are not amenable to correction in the process of payment of the Contractor's remuneration (for example, payment is made for an incorrect e-mail account), you can send a message to the support service at posttrack@sloenka.com.

ARTICLE 9. SUPPORT

1. In case of difficulties with the operation of the Application or the Site, the User can contact the Contractor by sending an email to posttrack@sloenka.com.

2. The user can also get acquainted with frequently asked questions by Users at <https://posttrack.email/en/faq>.

ARTICLE 10. RESPONSIBILITY OF THE CONTRACTOR AND THE USER

1. The Contractor shall not be liable to the User for any faults arising in the use of applications and / or website.

2. The Contractor shall not be liable for any direct or indirect consequences of any use of the Application, and / or damage caused to the User and / or third parties as a result of any use of the Application or its individual components and / or functions.

3. The Contractor is not responsible for any information sent by the User to third parties and does not control its content.

4. Under no circumstances shall the Contractor or its representatives be liable to the User or to any third parties for any indirect, incidental, unintentional damage, including lost profits or lost data, damage to honor, dignity or business reputation caused by the use of the Application.
5. The Contractor shall not be liable for temporary failures and interruptions in the work of the Annex.
6. The Contractor assumes no responsibility for the failure of the Application or the malfunction of the Internet or services provided by Google, LiqPay or any third party.
7. The Contractor reserves the right to block or delete the User's account in the Appendix in case of violation of the rules specified in this Agreement.

ARTICLE 11. UPDATES AND NEW VERSIONS OF ANNEX

1. This Agreement applies to all subsequent updates / new versions of the Application. Agreeing with the installation of the update / new version of the Application, the User accepts the terms of this Agreement for the corresponding updates / new versions of the Application.

ARTICLE 12. OTHER CONDITIONS

1. This Agreement constitutes an agreement between the User and the Contractor regarding the use of the Application, its functionality, and the Site and supersedes all previous agreements between the User and the Contractor.
2. Appeals, proposals and claims related to the use / inability to use the Application and / or the Site, as well as the possible violation of the legislation and / or the rights of third parties by the Application, should be sent to the postal address: posttrack@sloenka.com .
3. If, for one reason or another, one or more provisions of this Agreement are found to be invalid or unenforceable, this does not affect the validity or applicability of the remaining provisions.
4. This Agreement is governed and interpreted in accordance with the laws of Ukraine.
5. This Agreement shall enter into force for the user since its acceptance and the action is, so within one year from the date of cessation of use Applications User.
6. The place of conclusion and execution of this Agreement is : 3, Rognedinskaya St., Kiev .
7. In the event of a discrepancy between the Ukrainian version of this Treaty and any other version in another language, the version in Ukrainian shall prevail.