

## Terms & Conditions

By visiting <http://plainmark.com> (“Website”) you agree to the following terms & conditions.

Please read these Terms & Conditions (“Terms”, “Terms and Conditions”) carefully before agreeing to be bound by the same. If you do not agree to be bound by the Terms & Conditions, do not access or use this Website.

This Terms apply to all visitors, users and other who access or use the Website.

This Website is owned and operated by the **Plainmark OÜ**, with its registered address at Ahtri 6a, Tallinn, Harju maakond, 10151 Estonia (“Company”, “us”, “we” or “our”). By using this Website you agree to abide by the terms and conditions set forth herein. Only upon acceptance of the terms contained herein, you will be entitled to use Website, his relevant services and submit appropriate Account creation form. Any violation of the terms will result in termination of your account.

This Website is not intended for persons under 18 years of age.

### Account Terms

By registering with the Website (submission of the “Account creation form”) you can choose from four options of Subscription plan proposed on the Website:

- One time plan;
- Subscription plan “Professional”;
- Subscription plan “Business”;
- Subscription plan “Enterprise”.

For every Subscription plan you will get 2 weeks of free use. After this time-limited period you should choose a permanent Subscription plan or stop using the services of this Website.

### Acceptable Use

You are responsible for using the Website in a private and secure manner. We will not be liable for any damage or loss caused from any unauthorized account access resulting from your actions, such as not logging out of the account or sharing your account password. We reserve the right to refuse registration or cancel an account at any time.

You shall not do any of the following or permit any other third parties to do any of the following:

- (a) Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, or profane information of any kind, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, provincial, state, national or international law, including without limitation, export control laws and regulations;
- (b) Post or transmit any information or software that the sender is aware contains a virus, worm, or other harmful component;
- (c) Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material which is protected by copyright or other proprietary right, without obtaining the permission of the copyright owner or right holder;
- (d) Account sharing, including, without limitation, letting third parties use your account and password.

#### **Modification of these Terms & Conditions:**

The Company reserves the right to change or modify any of the terms contained in these Terms & Conditions, at any time. Any such modifications or changes will immediately become effective upon posting of such changes. Your continued access or use of this Website will imply your full acceptance of the same. You are therefore responsible for regularly reviewing these Terms & Conditions and additional terms or notices posted on the Website.

#### **Payment**

You agree to pay the full price for all services provided by means of the Website. We reserve the right to charge extra charges for your credit card or PayPal account for any services obtained from the Website. You are responsible for the timely payment of all fees and for providing us with a valid credit card or PayPal account details for payment of all fees.

#### **Electronic Communications**

When you visit the Website or send any emails to us, you will be communicating electronically with us. By such electronic communication you agree to receive such communications from us electronically. You acknowledge that your electronic

submissions constitute your agreement and your acceptance to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all transactions you enter into on the Website, and all records including notices of cancellation, policies, contracts, and applications.

### **Collection of Personal or System information**

- a) On Website the Company may employ applications and tools to collect personally identifiable, sensitive or other information about users (e.g., including, without limitation, user's name, address, e-mail address and payment details), their computers, files stored on their computers, or their computers' interactions with other computers (collectively, "Data");
- b) The collection of information that mentioned above may be necessary to provide users with the relevant services on Website;
- c) By entering into this Terms or using services of the Website – users agree to the Company's Privacy Policy on the Company's Website <http://plainmark.com>;
- d) By using of this Website users agree with such collection, processing, copying, backup, storage, transfer and use of this Data by the Company.

### **Intellectual Property**

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**Third Party Links**

For your convenience Company may provide, links to third party websites operated by other entities on the Website. If you use such third party sites, you will leave this Website. If you decide to visit any linked third party website, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Company does not make any warranty or representation regarding, and does not endorse, any linked websites or the information appearing thereon or any of the products or services described thereon. Any third party links do not imply that

Company sponsors, endorses, is affiliated or associated with any linked third party websites.

### **Termination**

The Company may terminate or suspend access to our Website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation ownership provisions, warrants disclaimers, indemnity and limitations of liability.

### **Governing Law and Consent to Jurisdiction**

This Terms & Conditions shall be governed by the law of the Republic of Estonia. All disputes arising out of or in connection with this document should be submitted to the exclusive jurisdiction of the Harju County Court of the Republic of Estonia.

### **Indemnification**

You agree to indemnify, defend and hold harmless Website, its officers, directors, owners, partners, employees, agents, licensors, suppliers and any third party information provider to the Website from and against all losses, expenses, damages and costs, including attorney's fees, resulting from any violation of these Terms & Conditions (including negligent or wrongful conduct) by you or your use and access of the Website.

### **Other Provisions**

Company's failure to insist upon or enforce strict performance of any provision of these Terms & Conditions shall not be construed as a waiver of any provision or right.

Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms & Conditions.

Company may assign its rights and duties under these Terms & Conditions to any party at any time without notice to you.

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity or enforceability of any remaining condition. Any rights not expressly granted herein are reserved.