

## **TERMS OF SERVICE**

These Terms of Service are effective as of May 1, 2018. Please read these Terms of Service carefully before using our service. These Terms of Service (“TERMS”) govern your use of our service.

### **1. Introduction.**

A. Youdask (“Youdask,” “We,” or “Our”) provides its services, as defined below, to You through its web site located at youdask.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 youdask.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 Youdask is accurate, complete, and is Yours or within Your right to use. (a) All registration information You submit to Youdask 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 Youdask account (b) are not a competitor of Youdask or are not using the Service for reasons that are in competition with Youdask (c) will not violate any rights of Youdask, including intellectual property rights such as copyright or trademark rights.

### **4. The Service.**

A. Youdash is a marketing tool that helps attract new customers and grow sales. Youdash provides a marketing tool for automatically publishing positive reviews of your goods and services on various social media sites (for example Facebook, LinkedIn, Twitter, Pinterest, Instagram) through our Site (hereinafter the Services). The Services includes the Youdash site, and other services provided through the Site based on the plan purchased, including consultations of marketing specialists and other services 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 Youdash 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. Youdash 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 at [info@youdask.com](mailto:info@youdask.com)

D. Unless otherwise agreed upon in writing by the User and Youdash, Youdash 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 Youdash seeks to ensure that the Services are available and that support tickets are handled within a reasonable time, Youdash 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, Youdash shall endeavour to provide advance notice, if possible, of such planned interruptions. F. Any services offered by Youdash 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 Youdash 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. 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. 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 [info@youdask.com](mailto:info@youdask.com).

C. The User agrees not to permit the disclosure of his username and password to third parties, except Youdask, 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 Youdask. Youdask 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 Youdask. 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.

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. Youdask 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 Youdask has a reason to believe that the information he provided is false, inaccurate or deliberately untrue, Youdask 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 Youdask or third parties, distribution of spam, malware, and other acts violating these Terms of Use and/or applicable laws, Youdask may report such actions to the relevant authorities and/or block the such User's account.

I. Youdask 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. 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. Youdask reserves the right to convert any free portion or feature of the Free Services into a Paid Service, and vice versa. Youdask 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. Youdask may use any third party payment service providers to handle all payments. Youdask 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 Youdask, you authorize Youdask 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 Youdask 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, Youdask 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 [info@youdask.com](mailto:info@youdask.com). You are not entitled to any refunds for fees paid to Youdask, but You will retain access until that billing period is over and you will not be charged again.

B. If Your account is cancelled, Youdask 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. Youdask 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 Youdask. In such an event, Youdask 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. Youdask 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. Youdask 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.

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. Youdask 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, Youdask may delete any User Content or suspend or terminate Your User account with us at its sole discretion. Youdask may take such actions without any prior notification to the User.

F. Youdask 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 Youdask 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 Youdask towards any party or which may cause a suspension or termination of services offered by third parties to Youdask 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, Youdask 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 Youdask 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 Youdask libraries, website and Service is the property of Youdask and/or its licensors, and shall remain exclusive property of Us/said licensors (hereinafter Youdask).

B. Youdask 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 Youdask made available to You through the Service during the term of Your valid subscription.

#### **12. Privacy policy.**

User privacy and protection of User information provided to Youdask while using the Services is very important to Youdask. Processing of User personal data by Youdask is subject to the Youdask Privacy Policy .

#### 13. Third party content.

A. Youdask, other Users or third parties may provide content during the provision of Services or redirection to other websites ("Linked Sites"). Youdask 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.**

Youdask 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. Youdask does not warrant that the collection, transmission and storage of personal data is secure at all times. Youdask 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.

#### **15. Limitation of liability.**

To the maximum extent permitted by law, Youdask 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.

#### **16. Amending the Terms.**

Youdask reserves the right to amend any part of the Terms at any time. The User is responsible to review the Terms. By continuing use, You agree to and accept the amendment and modifications.

#### **17. Applicable law and dispute resolution.**

The Terms are governed by the laws of Lithuania 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 in Vilnius, Lithuania, 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.

18. 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 Youdask 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.

Contact email:

[info@youdask.com](mailto:info@youdask.com)