

# PRST TERMS OF SERVICE

Effective date: *July 16, 2020*

These Terms of Service describe your rights and responsibilities when using PRST app Services (“Services”).

Please read them carefully.

## **Legal Binding**

By downloading or using the PRST app you accept and agree to be bound by the terms set forth below (the “Terms of Service”).

In these Terms of Service, we may refer to Andrei Bahachenka, a citizen of the Republic of Belarus, address Prospekt Pobediteley 129/30, Minsk, The Republic of Belarus. Any and all using of the services is subject to these Terms of Service. If you do not agree to be subject to these Terms of Service, do not use the Services. **BY CONTINUING TO USE THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE.**

We reserve the right to modify, update these Terms of Service at its sole discretion without notifying User. Please check these Terms of Service periodically for changes. Your continued use of the Services after the posting of any changes to the Terms of Service will signify your acceptance of those changes.

## **Legal Age**

To the extent prohibited by applicable law, the Services are not intended for and should not be used by anyone under the age of sixteen. You represent that you are over the legal age. You may not access or use the Services for any purpose if the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

## **Description of the Services**

Services mean your non-exclusive worldwide right to use PRST app. You may only use these products for personal or professional use. This license extends to the single, individual purchaser.

The app itself, and all the trademarks, copyright, database rights and other intellectual property rights related to it, still belong to us. Certain functions of the PRST app will require the app to have an active internet connection.

At some point, we may wish to update the app. The app is currently available on iOS – the requirements for system (and for any additional systems we decide to extend the availability of the app to) may change, and you’ll need to download the updates if you want to keep using the app. We do not promise that it will always update the app so that it is relevant to you and/or works with the iOS version that you have installed on your device. However, you promise to always accept updates to the application when offered to you, We may also wish to stop providing the app, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the app, and (if needed) delete it from your device.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case

basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Your accepting of these Terms of Services confirms by uploading or using app.

### **Customer data**

When a User uploads or otherwise submits content, he gives us a worldwide non-exclusive license to host, store, communicate, display and transfer such content. The rights a User grants in this license are for the limited purpose of operating and improving the Services, and to develop new ones. This license does not expire even if you stop using the. If User employs the Services to share content with others, anyone he has shared content with (including the general public, in certain circumstances) may have access to the content, depending on the channels and the way the content was shared.

We may provide or denied access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign workspaces, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all User Data.

### **Customer duties**

You must:

- comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies;
- upload and disseminate only data to which you own all required rights under law and under contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) and do so only consistent with applicable law;
- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your account in connection with the Services;
- comply in all respects with all applicable terms of the third party applications that you access or subscribe to in connection with the Services.

You may not:

- share, transfer or otherwise provide access to an account designated for you to another person;
- use the Services to store or transmit any Customer Data that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property, or that may be tortious or unlawful;
- upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully accesses or downloads content or information stored within the Services or on the hardware of PRST or any third party;

- attempt to reverse engineer, decompile, hack, disable, interfere with, modify, or disrupt the features, functionality, integrity, or performance of the Services (including any mechanism used to restrict or control the functionality of the Services), any third party use of the Services, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);

- attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;

- use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;

- use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act or other laws and regulations concerning national security, defense or terrorism;

- send unsolicited communications, promotions or advertisements, or spam;

- send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;

- use contact or other user information obtained from the Services (including email addresses) to contact Users outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for Users for use outside of the Services; or

- authorize, permit, enable, induce or encourage any third party to do any of the above.

### **Unwanted behaviour**

Unwanted behaviour in PRST includes the following:

- Soliciting / advertising;

- Offensive, rude, disruptive and unwanted;

- Posting of pornographic images;

- Harassment, name-calling, racist or sexist remarks, profanity towards others and other forms of bullying;

- Posting of links (URLs) to offensive material, sites hosting malware, initiating downloads or promoting illegal activities.

### **Privacy Policy**

Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our services.

### **Termination**

Upon termination of your use of the Services for any reason, all of your rights to access and use of the Services shall immediately terminate.

Following termination or expiration of a subscriptions, we will have no obligation to maintain or provide any data and may thereafter, unless legally prohibited, delete all data in our systems or otherwise in our possession or under our control.

### **Jurisdiction**

These Terms of Service shall be governed by and construed in accordance with the laws of the Republic of Belarus, without regard to its conflicts of laws principles. You expressly agree that the exclusive jurisdiction for any claim or dispute under these Terms of Service and your use of the Services resides in the courts of the Republic of Belarus and you agree also to submit to the personal jurisdiction of these courts for the purposes of litigating any such claim or action.

### **Warranty Disclaimer**

The Services are provided “AS IS”, “WITH ALL FAULTS”, and “AS AVAILABLE”. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. WE do not GUARANTEE that users will be able to access the Services at all times or places, that we will have adequate capacity for all users, OR THAT THE SERVICES WILL BE OPERABLE with your equipment. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, OUR OFFICERS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, including implied warranties of merchantability, suitability, quality, accuracy, fitness for particular purposes and non-infringement. WE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT OF ANY WEB SITES LINKED TO THE SERVICES.

### **Limitation of Liability**

IN NO EVENT SHALL WE, OUR OFFICERS OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY

- ERRORS, MISTAKES, OR INACCURACIES OF THE SERVICES CONTENT,
- PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES,
- ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN,
- ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES OR INTEROPERABILITY PROBLEMS,
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY,
- ANY ERRORS OR OMISSIONS IN ANY CONTENT,
- USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY,
- YOUR USE, OR INABILITY TO USE, ANY PORTION OF THE SERVICES OR FOR ANY LOSS OR DAMAGE OF ANY KIND (INCLUDING YOUR DATA) INCURRED AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

### **CONTACTS**

If you have any questions or suggestions regarding this Terms or you would like to contact us with a request or complaint, please, contact us by email: [andreibahachenka@gmail.com](mailto:andreibahachenka@gmail.com), by phone: +375447410819 or by mail: Prospekt Pobediteley 129/30, Minsk, The Republic of Belarus, 220062.