

USER AGREEMENT

of Simpo Online internet service

1. GENERAL PROVISIONS

1.1. This User Agreement (hereinafter referred to as the Agreement) refers to the Website of the Internet Service "Simpo", located at <https://simpo.online>, and to all relevant Sites linked to the Internet Service Site.

1.2. The website of the Internet service "Simpo Online" (hereinafter - the Website) is the property, including all software and hardware means to ensure the operation of the Site, the rights to objects of intellectual property in a computer program owned by Individual entrepreneur Moskaleva Alena Vladimirovna was 519056342309, bin 317784700351214 (Russian Federation, Saint-Petersburg, ulitsa Admirala Cherokova, 18)

1.3. This Agreement governs the relationship between the Administration of the Site is the Internet service "Simpo" (hereinafter - the Website Administration) and the User of this Website.

1.4. Continued use of the Site by the User means acceptance of the Agreement and the changes made to this Agreement.

1.5. The User is personally responsible for checking this Agreement for any changes to it.

2. DEFINITIONS OF TERMS

2.1. The terms listed below have the following meaning for the purposes of this Agreement:

2.1. Site Administration - representatives of the Service who provide technical support for the Service and consulting support to Users, acting on behalf of and in the interests of the Organization.

2.2. Client - a user of the Site, registered on the Site as a Buyer, who has concluded an Agreement with the Pro using the Protected pages of the Site. The Client may be a fully capable individual, resident or non-resident of the Russian Federation, as well as an individual entrepreneur registered in accordance with the legislation of the Russian Federation or any other state, as well as a legal entity established in accordance with the legislation of the Russian Federation or any other state.

2.3. Pro-the user of the Site, registered on the Site as a Seller of Services, who has concluded an Agreement with the Client. The Pro can be a fully capable individual who has reached the age of eighteen, a resident or non-resident of the Russian Federation, as well as an individual entrepreneur registered in accordance with the legislation of the Russian Federation or any other state, or a legal entity established in accordance with the legislation of the Russian Federation or any other state.

2.4. Internet Service - a set of software and hardware for computers that provide publication for the review of information and data united by a common purpose, by means of technical means used for communication between computers on the Internet. In other words, the concept of Service is understood as a Website/Application in the information and telecommunications network of the Internet, located at [https:// simpo. online](https://simpo.online)

2.5. The Parties - the Client and the Pro when they are mentioned together, and the Party - any of them when mentioned separately.

2.6. «SimpO Online» - An Internet service located on a domain name [https:// simpo.online](https://simpo.online), which carries out its activities through an Internet resource and related services.

2.7. Partner - A User of the Internet Service, a Client or a Pro who is a member of the Partner Program, who distributes referral links in order to attract referrals.

2.8. Affiliate program - a format of interaction between the Internet Service, Clients and Pros, in which the Partner distributes referral links, inviting other Users to register in the Internet service.

2.9. The User of the Website of the Internet Service (hereinafter referred to as the User) - a person who has access to the Site via the Internet and uses the Site.

2.10. Referral - A user invited to the Internet service by a member of the Partner Program, who has registered in the system and started making transactions on his own behalf in the system.

2.11. The content of the Website of the Internet Service (hereinafter-the Content) - protected results of intellectual activity, including texts of literary works, their titles, prefaces, annotations, articles, illustrations, covers, musical works with or without text, graphic, text, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as the design, structure, selection, coordination, appearance, general style and arrangement of this Content, part of the Website and other intellectual property objects all together and / or separately contained on the Website of the Internet Service.

3. SUBJECT OF THE AGREEMENT

3.1. The subject of this Agreement is to provide the User of the Internet Service with access to information about the services provided by specialists, whose questionnaires with offers are posted on the Site, as well as to content owned by other Users. The Internet Service is not responsible for the quality of the services provided, performing only an information and reference role in the relationship between the Client and the Master.

3.1.1. The Internet Service provides the User with the following types of services:

access to electronic content posted on the pages of the Internet Service;

access to the Internet service's search and navigation tools;

providing the User with the opportunity to post services, promotions, ads, messages, comments, reviews, and rating the content of other Users of the Internet service;

access to information about services and information about the purchase of Services on a paid basis;

access to business management services, customer relations, information, etc.;

other types of services sold on the pages of the Internet service.

3.1.2. This Agreement covers all existing (actually functioning) Internet service services at the moment, as well as any subsequent modifications and additional services that appear in the future.

3.2. Access to the Internet service is provided free of charge. When paying for services under the "Secure Transaction" scheme, the client pays only the cost of the Services of a specific Master. The master pays the commission of the Internet service in a fixed amount of 12% for each Transaction after the client pays for the master's service. If you request a refund in case of refusal of the purchase, the refund is made exclusively to the same bank card with which the payment was made.

3.3. This Agreement is a public offer. By accessing the Site, the User is deemed to have acceded to this Agreement.

3.4. The use of the materials and services of the Site is regulated by the norms of the current legislation of the Russian Federation.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Site Administration has the right to:

4.1.1. Change the terms of use of the Site, as well as change the content of this Site. The changes will take effect from the moment the new version of the Agreement is published on the Website.

4.1.2. Restrict access to the Site if the User violates the terms of this Agreement.

4.1.3. Change the amount of payment charged for providing access to the use of the Website of the Internet Service.

4.2. The User has the right to:

4.2.1. Get access to the use of the Site after meeting the requirements for registration and payment.

4.2.2. Use all the services available on the Site.

4.2.3. Ask any questions related to the services of the Internet service using the details that are located in the footer of the site.

4.2.4. Use the Site exclusively for the purposes and in the manner provided for in the Agreement and not prohibited by the legislation of the Russian Federation.

4.3. The Site User undertakes to:

4.3.1. Provide at the request of the Site Administration additional information that is directly related to the services provided by this Site.

4.3.2. Observe the property and non-property rights of the authors and other copyright holders when using the Site.

4.3.3. Not to take actions that may be considered as violating the normal operation of the Site.

4.3.4. Not to distribute any confidential and protected by the legislation of the Russian Federation information about individuals or legal entities using the Site.

4.3.5. Avoid any actions that may violate the confidentiality of information protected by the legislation of the Russian Federation.

4.3.6. Not to use the Site for the dissemination of advertising information, except with the consent of the Site Administration.

4.3.7. Do not use the services of the online service to:

4.3.7.1. Download content that is unlawful, violates any third party rights; promote violence, cruelty, hatred and (or) discrimination on racial, ethnic, sexual, religious, social grounds; contains inaccurate information and (or) insults to specific individuals, organizations and governments.

4.3.7.2. Inducement to commit illegal actions, as well as assistance to persons whose actions are aimed at violating the restrictions and prohibitions in force on the territory of the Russian Federation.

4.3.7.3. Violations of the rights of minors and (or) causing them harm in any form.

4.3.7.4. Violations of the rights of minorities.

4.3.7.5. Representing yourself as another person or a representative of an organization and / or community without sufficient rights, including for employees of this Internet service.

4.3.7.6. Misleading about the properties and characteristics of any Service from the catalog of the Internet Service posted on the Site.

4.3.7.7. Incorrect comparison of the Service, as well as the formation of a negative attitude towards persons who (do not) use certain Services, or the condemnation of such persons.

4.3.8. To fulfill its obligations related to the payment of taxes and other fees to the budget of the Russian Federation, if such arise in the course of using the Internet Service, including personal income tax or self-employed, income tax, contributions to mandatory pension insurance, etc

. 4.4. The User is prohibited:

4.4.1. Use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, purchase, copy or track the content of the Website of this Internet Service;

4.4.2. Disrupt the proper functioning of the Site;

4.4.3. Bypass the navigation structure of the Site in any way to obtain or attempt to obtain any information, documents or materials by any means that are not specifically provided by the services of this Site;

4.4.4. Unauthorized access to the functions of the Site, any other systems or networks related to this Site, as well as to any services offered on the Site;

4.4.5. Violate the security or authentication system on the Site or on any network related to the Site.

4.4.6. Perform reverse search, track or attempt to track any information about any other User of the Site.

4.4.7. Use the Site and its Content for any purposes prohibited by the legislation of the Russian Federation, as well as incite any illegal activity or other activity that violates the rights of the Internet service or other persons.

5. USE OF THE WEBSITE OF THE INTERNET SERVICE

- 5.1. The Site and the Content included in the Site are owned and operated by the Site Administration.
- 5.2. The content of the Site may not be copied, published, reproduced, transmitted or distributed in any way, as well as posted on the global Internet without the prior written consent of the Site Administration.
- 5.3. The content of the Site is protected by copyright, trademark law, as well as other rights related to intellectual property, and unfair competition law.
- 5.4. The purchase of Goods offered on the Site may require the creation of a User account.
- 5.5. The User is personally responsible for maintaining the confidentiality of the account information, including the password, as well as for all activities carried out on behalf of the User of the Account, without exception.
- 5.6. The User must immediately notify the Site Administration of unauthorized use of his account or password or any other violation of the security system.
- 5.7. The Site Administration has the right to unilaterally cancel the User's account if it has not been used for more than 2 consecutive calendar months without notifying the User.
- 5.8. This Agreement applies to all additional terms and conditions for the purchase of Services provided on the Site.
- 5.9. The information posted on the Site should not be interpreted as a change to this Agreement.
- 5.10. By posting photos, articles and other content on the pages of the Internet Service and on the pages of the Personal Account, the User guarantees that he is the author of the content, and gives the Internet Service the right to dispose of it at its discretion, publish it in various Internet resources, and use it as advertising materials under the terms of a non-exclusive license. If the User posts photos and content that he does not own, the User himself is responsible for violating the copyright of the copyright holder.
- 5.11. Any of the documents listed in clause 5.11. of this Agreement may be subject to updating. The changes take effect from the moment they are published on the Website.

6. RESPONSIBILITY

- 6.1. Any losses that the User may incur in the event of a deliberate or negligent violation of any provision of this Agreement, as well as due to unauthorized access to the communications of another User, the Site Administration will not be reimbursed.
- 6.2. The Site Administration is not responsible for:

6.2.1. Delays or failures in the process of performing the operation that occurred due to force majeure, as well as any case of problems in telecommunications, computer, electrical and other related systems.

6.2.2. Actions of transfer systems, banks, payment systems and for delays related to their operation.

6.2.3. Proper functioning of the Site, if the User does not have the necessary technical means for its use, and also does not bear any obligations to provide users with such means.

7. VIOLATION OF THE TERMS OF THE USER AGREEMENT

7.1. The Site Administration has the right to disclose any information collected about the User of this Site, if disclosure is necessary in connection with an investigation or complaint regarding the illegal use of the Site or to identify (identify) a User who may violate or interfere with the rights of the Site Administration or the rights of other Users of the Site.

7.2. The Site Administration has the right to disclose any information about the User that it deems necessary to comply with the provisions of current legislation or court decisions, to ensure compliance with the terms of this Agreement, to protect the rights or security of the organization's name, Users.

7.3. The Site Administration has the right to disclose information about the User, if the current legislation of the Russian Federation requires or allows such disclosure.

7.4. The Site Administration has the right to terminate and / or block access to the Site without prior notice to the User if the User has violated this Agreement or the terms of use of the Site contained in other documents, as well as in the event of termination of the Site or due to a technical problem or problem.

7.5. The Site Administration is not responsible to the User or third parties for the termination of access to the Site in case of violation by the User of any provision of this Agreement or other document containing the terms of use of the Site.

8. DISPUTE RESOLUTION

8.1. In the event of any disagreements or disputes between the Parties to this Agreement, a mandatory condition before applying to the court is to submit a claim (a written proposal for a voluntary settlement of the dispute).

8.2. The recipient of the claim within 30 calendar days from the date of its receipt, notifies the applicant of the claim in writing about the results of the review of the claim.

8.3. If it is impossible to resolve the dispute voluntarily, any of the Parties has the right to apply to the court for the protection of their rights, which are granted to them by the current legislation of the Russian Federation.

8.4. Any claim regarding the terms of use of the Site must be filed within 3 (three) days after the grounds for the claim arise, with the exception of copyright protection for the materials of the Site protected in accordance with the law. In case of violation of the terms of this clause, any claim or grounds for action shall be extinguished by the statute of limitations.

8.5. If it is not possible to resolve disputes and/or disagreements that have arisen between the parties through negotiations, then such disputes are resolved in the Arbitration Court of St. Petersburg, Russian Federation.

9. ADDITIONAL TERMS AND CONDITIONS

9.1. The Site Administration does not accept counter-proposals from the User regarding changes to this User Agreement.

9.2. User reviews posted on the Site are not confidential information and can be used by the Site Administration without restrictions.