

Terms and Conditions

1. GENERAL INFORMATION

Welcome the "Text Up" application (hereinafter "Text Up" - "our" or "we"). Thank you for your interest. These basic conditions apply to the use of the application, as well as to information and services provided through it, unless otherwise specified in the application or service.

Additional conditions: when you use any of the Services, except for the basic conditions, certain conditions for a particular service ("Additional conditions") may also apply. In this case, if there are contradictions between the Additional Terms and the Main Terms, then the Additional Terms apply to the respective service.

In the aggregate of the Terms and Conditions: The General Terms together with any Additional Terms constitute a binding legal agreement between you and Text Up when using the Services. This legal agreement is referred to below as "Terms".

2. YOUR TERMS AND CONDITIONS

By clicking on "ACCEPT" or using our services and information, you acknowledge that you have read, understand and support these terms and conditions. By clicking on "ACCEPT" or otherwise addressing us or using any Services, you also confirm that you have the legal authority to accept the Terms on behalf of yourself and any party that you represent in connection with the use of any Services or information. If you do not agree to the Terms, you are not entitled to use any of the Services or use the information provided in the attachment. If you are an individual who enters these Terms on behalf of a legal entity, you acknowledge and warrant that you have the right to represent this person, and you hereby agree that on behalf of this person they are bound by these Terms and Conditions "You" and "your" refer to you and other users accessing Our services on behalf of this object.

3. CHANGE OF CONDITIONS

From time to time, Text Up may modify, delete or add the Terms and reserves the right to do so at its discretion. In this case, we publish updated Terms and specify the date of revision. If we consider that the changes are significant, we will make reasonable efforts to publish noticeable notice on the website (s) and notify you by email. All new and / or revised Terms become effective immediately and apply to the use of the Services from the date of publication. The continued use of any Services after new and / or revised Terms unequivocally indicates that you have read, understood and agreed to these Terms.

4. TABLE OF CONTENTS. AVAILABLE THROUGH SERVICES

Provided as is: you acknowledge that Text Up makes no representations or warranties regarding the material, data and information, such as data files, text, computer software (collectively, the "Content") to which you have there is access in using the application or through the use of the Services (Services, Services) Under no circumstances will Text Up be liable for any content, including but not limited to: any content that infringes copyright, any errors or omissions in the Content or for any loss or damage of any kind arising out of the

use of any content posted, transmitted, linked or accessible on the site or accessible through the Services. You understand that by using the Services you may be exposed to Content that is offensive, indecent or objectionable.

You agree that you are solely responsible for the re-use of Content provided through the Services, including the provision of proper attribution. Before using the Content, you should review the terms of the applicable license so that you know what you can and can not do.

Licensing: Content owned by Text Up, Text Up trademarks and software code, all content is licensed under copyright laws, unless otherwise specified.

5. USE OF READ IMAGE SERVICES

Using the Application, using the Service or registering an account or sending an email and starting communication with us through any of the Services, you accept and guarantee that you have reached majority in your jurisdiction (usually at the age of 18). Services are provided in accordance with these General Terms of Use, the Privacy Policy and any Additional Terms and Conditions indicated on the site and in the attachment.

Registration: you agree to (a) provide only accurate and up-to-date information about yourself (although it is recommended to use an alias instead of your legal name), (b) maintain the security of your passwords and identification, (c) promptly update the email address you specified to it was accurate so that we could contact you, and (d) be fully responsible for all uses of your account. You do not have to set up an account or contact us, on behalf of another individual or legal entity, unless you are authorized to do so.

Cooperation with Text Up: Creating a Text Up login account or using the Services, can not allow you to be considered a member, shareholder or affiliate of Text Up for any conditions and does not give you any rights to statutory members, as defined in any law.

Termination: Text Up reserves the right to change or terminate your account or to provide services to you at any time for any reason or for any reason.

7. PROHIBITED BEHAVIOR

You agree not to participate in the following events:

1. Violation of laws and rights:

- You can not (a) use any Service for any unlawful purposes or in violation of any local, state, national or international laws, (b) violate or encourage others to violate any right or obligation to a third party, including by infringement, appropriation or violation of intellectual property rights and confidentiality.

2. Obtrusive behavior:

- You may not use the Services or any information provided through our services to transmit advertising materials, including junk mail, spam, conversation, pyramid schemes, or any other form of undesirable activity.

3. In the Border:

- You can not use the Services in any way that could disconnect, overload, damage or disrupt the provision of the Service or interfere with the use of any other party to the Services, including by: (a) downloading or distributing any virus, adware , spyware, worms or other malicious code, or (b) interference or disruption of the network, equipment or server connected to or used to provide any Services.

4. Insulting others:

- You may not publish, transmit or use the Content for malicious, offensive, obscene, aggressive or discriminatory actions, false or misleading or provoking unlawful actions;
- You can not intimidate or harass another through the application or Services; and you can not publish or transfer personal information about persons under the age of 13 years.

5. Representation of others or unauthorized access:

- You can not represent another person or organization or misrepresent your belonging to an individual or legal entity when using the Services;
- You can not use or attempt to use someone else's account or personal information without permission; and
- You can not attempt to gain unauthorized access to the Services or computer systems or networks connected to the Services by hacking a password or any other means.

8. DISCLAIMER OF WARRANTIES

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, READ IMAGE OFFERS SERVICES (INCLUDING ALL CONTENT, AVAILABLE OR SERVICES) AS IS AND PROVIDES NO WARRANTIES OF ANY KIND WHATSOEVER FOR SERVICES, EXPRESS, IMPLIED, LEGAL OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF NAMES , COMMERCIAL VALUE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OF SERVICES WILL BE UNINTERRUPTED OR UNINTERRUPTED THAT THE CONTENT AVAILABLE THROUGH THE SERVICES WILL BE FREE OF CHARGE THAT DEFECTS WILL BE CORRECTED OR THAT ANY SERVER USED BY READ IMAGE DOES NOT CONTAIN VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY LIABILITY FOR THE USE OF THE CONTENT AVAILABLE THROUGH THE SERVICE UNDER ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL READ IMAGE BE LIABLE FOR ANY LEGAL THEORY, FOR ANY INCIDENTAL, DIRECT, SPECIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME OR FULL REVENUE , LOST PROFITS, DISEASES AND INSURANCE EVENTS, EMOTIONAL DISORDER, VALUES OF GOODS OR SERVICES OR SIMILAR DAMAGES, PROVIDED OR INCLUDED BY YOU OR ANY THIRD PARTY WHO ARISE IN CONNECTION WITH SERVICES (OR P EKRASCHENIE ACTION FOR ANY REASON).

IN THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DO NOT BE LIABLE FOR ANY DEMAND IN ANY CONTENT PROVIDED OR AVAILABLE THROUGH THE SERVICES (INCLUDING CLAIMS RELATING TO THIS CONTENTS), FOR YOUR USE OF SERVICES OR FOR USE BY THIRD PERSONS THROUGH THE SERVICES.

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE PROVIDED INTO THE LARGEST EXTENT PERMITTED BY APPLICABLE LAW.

10. compensation

In accordance with the law, you agree to indemnify and hold Text Up, its employees, officers, directors, affiliates and agents against any and all claims, damages and expenses, including reasonable attorneys fees, arising directly or indirectly from (a) your violation Conditions, (b) use by you of any of Usdug and / or (c) Content that you use in any of the Services.

11. PRIVACY POLICY

Text Up undertakes to responsibly process the information and data we collect using our Services, in accordance with our Privacy Policy, which is included in these General Conditions. Read the Privacy Policy so you know how we collect and use your personal information.

12. POLICY WITH REGARD TO TRADEMARKS

The name, logos, icons and other trademarks of Text Up may only be used with our consent, or in accordance with the Trademark Policy, if such is published on the website.

13. COMPLAINTS FOR COPYRIGHT

Text Up respects the copyright and we prohibit users of the Services from sending, downloading, publishing or otherwise transferring any content on the Services that violates the proprietary rights of another person.

To report alleged copyright infringement on a website owned or controlled by Text Up, send a Notice of Violation as specified in the Digital Millennium Copyright Act ("DMCA") "Notification and Remedy".

14. TERMINATION

Text Up can modify, suspend or terminate the action or access to all or any part of the Services at any time for any reason. In addition, your individual access to the Services and their use may be terminated by Text Up at any time and for any reason.

You: if you want to terminate this agreement, you can at any time stop accessing the Services and not using them.

Automatically, after violation: Your right to access and use the Services (including the use of your logon account) terminates automatically after you violate any of the Terms. For the avoidance of doubt, terminating the Terms does not require that you remove any reference to previously used Text Up tools from your own Content.

Subsequent interventions: waiver of guarantees, limitation of liability, as well as jurisdiction and applicable legislative provisions will be maintained with any termination of our cooperation. Your obligations under the guarantee and compensation will remain for one year after the termination of our interaction.

15. VARIOUS CONDITIONS

The choice of the law: The conditions are governed and interpreted in accordance with the laws of Estonia.

Settlement of disputes: The Parties agree that any disputes between Text Up and you regarding these Terms and / or any Services may be filed only with a court of competent jurisdiction sitting in Estonia and you thereby consent to the jurisdiction and venue of such court.

- If you are an authorized agent of the government or an intergovernmental body using the Service in your official capacity, including an authorized agent of the federal, state or local government and you are legally restricted in making and acting under the law, jurisdiction or place specified above, these provisions do not apply to you. For any such entities, these Terms and any related actions will be governed by the laws of Estonia

No refusal: refusal of one of the parties, insist on strict observance of any of the Conditions, ensuring their fulfillment, will not be construed as a waiver of any provision or right.

Delegability: if any part of the Terms is deemed invalid or unenforceable under any law or regulation or final determination by the competent court or tribunal, this provision will be deemed to be shared and will not affect the validity and enforceability of the remaining provisions.

No agency relations: the parties agree that between you and Text Up, as a result of the use of the Terms or the use of any Services, there is no joint venture, partnership, joint work or agency relationship.

Integration: these General Terms and any applicable Additional Terms constitute the entire agreement between you and Text Up relating to this subject and replace any previous messages and / or agreements between you and Text Up regarding the access and use of the Services.