

TERMS OF USE FOR PARTNERS

v.1.0 from 7/1/2021

Welcome to IPNOTE!

The Terms of Use (or “the Terms”) presented below are the basic rights and obligations established between IPNOTE, Inc. (or “we”, “us”) and you (or “Partner”) when you use IPNOTE Service. It is important to read the Terms carefully as they are the rules that govern the relationship between you and us and form a legally binding contact.

In order to use IPNOTE products and services (or “the Service”) you must first accept these Terms.

These Terms are accepted by you when you click to accept or agree to the Terms

These Terms apply to all our Partners worldwide but there may be local laws that also apply specifically to you.

1. IPNOTE SERVICE

1.1. IPNOTE Service is a service available at: <https://app.ipnote.pro>, aimed at management of your intellectual property with other related functions of the Service. Full capacity of the IPNOTE Service is provided in the Personal Account. Service is used on the grounds of Service IPNOTE License under the terms specified herein.

1.2. You are provided with the limited access to the Service functions necessary and sufficient for the purposes herein.

1.3. In order to use the Service you shall create the Personal Account.

1.4. Personal Account means special section of the Service available for you after registration in the Service and registration (login and password), aimed at Service functions implementation and management of Service options (selection of tariff and services, monitoring the balance of unemployed funds, etc.).

1.5. To create a Personal Account you are required to provide information about yourself. You may be asked to create username and password. You are entirely responsible for maintaining the security of your e-mail address and password.

2. GENERAL TERMS

2.1. The main goal of the Service use for you is to promote services rendering by you (or “Partner’s Services”) and attract clients.

2.2. In accordance with the Terms we undertake on our own behalf but at your expense to perform enumerated in the clause 2.3 herein actions aimed at promotion and implementation Partner’s Services and you are obliged to pay in behalf of us Agency Fee for the actions performance provided for in the Terms.

2.3. We undertake to perform in your behalf the following set of actions:

2.3.1. To provide the access for you to the Service;

2.3.2. To post information about Partner’s Services in the Service, including their description and cost;

2.3.3. Attract Clients;

2.3.4. To provide you with the opportunity to negotiate with potential Clients in order to agree on all the terms and conditions of the Partner’s Services rendering;

2.3.5. To conclude contracts with Clients on our own behalf but at your expense.

2.3. The rights and obligations under transactions made by the you as a result of our activity shall arise for you.

2.4. You shall negotiate with Clients using the Service.

2.5. We send to the Client the Acceptance Certificate of services rendered (hereafter referred as to "Certificate") as a result of the Services rendering in behalf of the Client. At the request of the Client you have a right to send the Certificate subject to prior notification of us in the Service. The report shall be sent to the Client via the Service.

2.6. Payment for the Partner's Services shall be made using the Transaction Control Function provided for in Section 4 herein.

2.7. The amount of the Agency Fee under the Terms is set in the Service in accordance with the tariff selected by you.

2.8. Agency Fee shall be paid by withholding of the corresponding amount from the cost of Partner's Services under the contract with the Client concluded via the Service.

3. USE OF THE SERVICE

3.1. You must use the Service in accordance with the Terms and your local laws. In some countries there may be restrictions on the use of the Service. It is your responsibility to ensure that you are legally allowed to use the Service where you are located.

3.2. We ensure the non-disclosure of your confidential information posted in the Service in accordance with the Privacy Policy. The Privacy Policy is incorporated into the Terms of use by this reference.

3.3. You agree that you will not use the Service:

3.3.1. for any purpose that is illegal or prohibited in the Terms or by any applicable laws;

3.3.2. to encourage or promote any activity that violates these Terms or any applicable laws;

3.3.3. in any way that could interfere with, disrupt, affect negatively, or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden, or otherwise impair the functioning of our Services or our security;

3.3.4. to transmit through the Services any material that may infringe the intellectual property or other rights of third parties;

3.3.5. to build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services;

3.3.6. to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation;

3.3.7. to upload viruses or other malicious codes or otherwise compromise the security of our Services;

3.3.8. to engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Service;

3.3.9. to access or try to access another User's or Partner's account without User's or Partner's consent or illegally.

3.4. You are obliged to:

3.4.1. provide us with the documents and information necessary for the performance of the Terms;

3.4.2. timely pay Agency Fee to us as and when required in accordance with the Section 4 herein.

3.4.3. comply with other obligations and restrictions provided for herein.

3.5. You are entitled to request us for any information and documents related to the performance of the Terms including reports on our activities.

3.6. You are not entitled to transfer your rights under the Terms to the third party in the absence of our prior written consent.

3.8. We are obliged to:

3.8.1. upon your request promptly inform you about the implementation of the Terms.

3.8.2. to post in the Service complete and accurate information about Partner's Services.

3.9. We are entitled to:

3.9.1. demand payment of Agency Fee from you on the grounds and when and as required by the Section 4 herein;

3.9.2. deviate from your instructions if it is necessary due to the circumstances for your interests and we could not previously request you or did not receive a response to our request within 5 (five) days. We are obliged to notify you about deviations as soon as the notification becomes possible.

4. TRANSACTION FUNCTION CONTROL

4.1. The Transaction Control Function (TCF) is a Service function that allows the Client to make transactions with you via the Service.

4.2. The purpose of the TCF is to ensure that you fulfill your obligations towards the Client.

4.3. In order to use the TCF Contracting parties should agree on essentials of the transaction via the Service:

4.3.1. The Client selects the Partner's Service and inform you about the choice.

4.3.2. If it is necessary to clarify the terms parties shall agree on such terms additionally.

4.3.3. After the contract negotiation you form the application including the cost and all other terms via Service.

4.3.4. The Service debits the amount provided for in the clause 4.3.3 herein.

4.3.5. Consent to the debiting of funds from the Personal Account means acceptance of the application and is an acceptance of the transaction within the framework of the TCF.

4.4. TCF procedure:

4.4.1. The Client and you fix the agreements regarding Partner's Services and the procedure for its provision to the Client. All the action shall take place via the Service.

4.4.2. The Client transfers funds to our bank account within the framework of the FCS of the Service and we hold the funds and informs you about the receipt of the specified amount.

4.4.3. Upon completion of the transaction you form and uploads to the Service documents confirming the execution of the transaction (Certificates, closing documents) and the result of the transaction or its confirmation.

4.4.4. If the Client accepts the Partner's Services we transfer the transaction amount to you, unless otherwise provided by the Service.

4.4.5. In case of non-confirmation of the transaction from you and the Client the amount withheld from the Client shall be returned to the Client.

4.5. In case of dispute about the execution or in case of non-confirmation of the execution of the transaction from the Client we withhold the amount of the transaction security until the end of the dispute.

5. EXCLUSION OF WARRANTIES

5.1. NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU:

5.1.1. CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE; AND

5.1.2. ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.

5.2. THE SERVICE IS PROVIDED "AS IS" AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU WITH RESPECT TO IT. IN PARTICULAR WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

5.2.1. YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS;

5.2.2. YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;

5.2.3. ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE OR FREE FROM ERROR; AND

5.2.4. DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

5.3. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, NO CONDITIONS, REPRESENTATIONS, WARRANTIES, STATEMENTS OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR CONFORMANCE WITH DESCRIPTION) APPLY TO THE SERVICE EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THE TERMS.

6. LIMITATION OF LIABILITY

6.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES REGARDLESS OF THE LEGAL THEORY, OR WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2. WE SHALL NOT BE LIABLE TO YOU WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE UNDER OR IN CONNECTION WITH THESE TERMS OR THE PROVISION OR RECEIPT OF THE SERVICES FOR:

6.2.1. ANY LOSS OF PROFIT

6.2.2. ANY LOSS OF GOODWILL;

6.2.3. ANY LOSS OF OPPORTUNITY;

6.2.4. ANY LOSS OF DATA;

6.2.5. ANY LOSS OF BUSINESS;

6.2.6. ANY BUSINESS INTERRUPTION;

6.2.7. ANY LOSS OF BUSINESS REPUTATION; OR

6.2.8. ANY INDIRECT OR CONSEQUENTIAL LOSSES OF WHATEVER NATURE.

6.3. OUR TOTAL AGGREGATE LIABILITY WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE UNDER OR IN CONNECTION WITH THESE TERMS AND THE PROVISION AND RECEIPT OF THE SERVICES WILL BE LIMITED TO THE HIGHER OF \$ 100,00.

6.4. YOU ACKNOWLEDGE AND AGREE THAT SUBJECT TO THE CLAUSE 6.1, WE SHALL NOT BE LIABLE WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY STATUTE OR OTHERWISE FOR ANY LIABILITY, LOSS, EXPENSE (INCLUDING LEGAL FEES), COST CLAIM OR DAMAGES WHICH MAY BE INCURRED BY YOU OR ANY OTHER PERSON ARISING OUT OF OR IN CONNECTION WITH: ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER WHOSE ADVERTISING APPEARS ON THE SERVICES; ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; OR YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

7. DISPUTE RESOLUTION

7.1. If you are USA resident, you agree that the parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity.

7.2. You agree that in the event of any dispute between you and us, you will first contact us and make an effort to resolve the dispute through negotiations. You can contact us: support@ipnote.pro.

7.3. Unless prohibited by the laws of your home country all claims and disputes (whether contractual or otherwise) arising out of or relating to the Terms will be brought exclusively in the courts of Delaware, USA.

8. MISCELLANEOUS

8.1. The Terms shall be governed by and construed under the laws of the State of Delaware, USA.

8.2. As we use third parties services, we have no control over these services.

8.3. We may amend the Terms from time to time. Amendments will be effective upon posting of such updated Terms on the website: <https://content.ipnote.pro/docs/terms-for-partners-en>. Your continued access or use of the Service after such posting constitutes your consent to be bound by the Terms, as amended.

8.4. We may automatically update our web service <https://app.ipnote.pro> and change the Service to improve performance, add (or remove) new features, enhance functionality, reflect changes to the operating system or address security issues.

8.6. The Party is obliged to inform another Party about changes of the name, address, contact information, bank account details and other details if such information is necessary for the due performance of obligations under the Terms no later than 5 (five) days from the date of the change of such details or faster, if this is subject to the circumstances. The guilty Party bears the risk of occurrence of any negative consequences in connection with late notification of changes in the details.

8.7. Time limits provided for in the Terms are calculated in calendar days unless otherwise specified for a specific case.