Ploito User Agreement

Last updated: April 05, 2023

This User Agreement (hereinafter referred to as the "Agreement") is a public offer from IE Kasumov T.E., providing services under the registered trademark Ploito (hereinafter referred to as the Service) and contains the rules and conditions for the provision and use of the Service.

This document replaces a written or other form of agreement and has the same legal force as a written contract. By registering a company account, the User thereby confirms his acceptance of this offer, agrees with it and undertakes to comply with the conditions listed below.

1. CONCEPTS AND TERMS
    1.1. **Service** - software designed to organize the work of employees, with the possibility of video translation, as well as statistics, available at the Internet address **https://ploito.com**
    1.2. **Tariff (tariffs, tariff plan)** - a set of certain functionality and services of the Service for a certain fee. Tariffs are published on the official page of the Service at the Internet address https://ploito.com/tariffs.html

1.3. **Subscription** is an economic model of the Service, in which the User must regularly pay a recurring amount for access to the services of the Service according to the Tariffs

1.4. **Active payment method** - a linked bank card or any other financial account from which funds must be debited to renew the subscription

1.5. **User** - an individual or legal entity registered on the Ploito Service at https://ploito.com on the Internet or via an email invitation link. In case of registration on the site, the User simultaneously creates both his profile with the role of Director and the company account. In the case of registration by email invitation, the User creates his profile in an existing Company in the role that is predetermined for him upon invitation.

1.6. **User Profile (hereinafter referred to as the Profile)** - the User's data, including those entered by him during registration on the Service or entered later (photo, full name, position, contact details), grouped in the interface in a special menu item

1.7. **Company account (hereinafter referred to as the Company)** - a set of offices, employees, settings and functionality, paid for under one tariff plan, access to the data of which is carried out on the Ploito website by entering an email address and password

1.8. **Role** - a type of user account on the Service with certain functionality and access rights

1.9. **Director of the company** - a role with maximum rights. This role is assigned to the User who has registered on the Service website and created a new Company account. You can add users with the Director role to the Company. The Director can remove himself from the Company only if there are other Users with the role of Director in the Company.

1.10. **Manager, employee, fired employee** - types of roles on the Service, they can be supplemented and changed during the development of the Service

1.11. **Service Administration** - a person or group of persons who control the operation of the Service and the Users' compliance with the terms of this Agreement

1.12. **Service support service** - employees, service personnel who consult Users and provide their technical support

1.13. **Content** - information (text, audio, video, graphic files, etc.) that is used (including downloaded, stored, distributed, transmitted, etc.) by Users when working on the Service

1.14. **Referral system** - the ability of the User of the Service to invite another User (hereinafter referred to as the Referral) to register in Ploito using his own unique link or by providing the latter with a personal coupon and receiving a referral reward for paying for the services of the Service by the Referral invited by him

1.15. **Referral remuneration** - the method established by the Service, the amount and procedure for charging the User for inviting a Referral

1.16. **Referral** - a User who has registered on the Service using a unique link of another User or indicating a coupon during registration

1.17. **Coupon** - a unique code provided to the User if he intends to invite more than 20 users to the Service within a week from the moment the coupon was issued. The Ploito service has the right to set a discount for Users registered under a certain coupon

1.18. **The official communication channels of the Service (hereinafter referred to as the Communication Channels)** - the official sources of communication between the Administration or the Support Service with the Users, in which important news of the Service are published, as well as notifications about planned work or technical failures that have occurred. They are listed on the main page of the site https://ploito.com

2. GENERAL PROVISIONS

    2.1. This document is a public offer to individuals, legal entities and individual entrepreneurs who are Users of the Service

    2.2. Full and unconditional acceptance of this offer are any actions to fulfill the conditions specified in this offer, including registration as a User, payment for the Service

in any way provided for in this offer, as well as other similar actions confirming the intention of a person to use the Service

2.3. From the moment of acceptance, the User is considered to have read and agreed with this offer and entered into a contractual relationship with the Administration of the Service

2.4. This Agreement may be changed and/or supplemented by the Administration of the Service unilaterally without any special notice. This Agreement is an open and public document. The current version of the Agreement is located at the following address on the Internet: https://ploito.com/page/agreement.html The Service Administration recommends that the User regularly check the provisions of this Agreement for changes and/or additions. Continued use of the services by the User after the introduction of changes and/or additions to this Agreement means the acceptance and consent of the User with such changes and/or additions. The User has the right to refuse to accept the above changes and / or additions made by the Administration of the Service, which means the User's refusal from the Services

3. SUBJECT OF THE TERMS

3.1. The subject of this agreement is to provide the User with the opportunity to use the functionality and Services of the Service at the Internet address https://ploito.com in

accordance with the Tariffs published on the official page of the Service at the Internet address https://ploito.com/tariffs.html

3.2. The Service includes the interface, software and other elements necessary for the proper functioning and provision of services. All rights to the Ploito Service (and its elements) belong to the Administration in full. None of the provisions of this Agreement can be interpreted as a transfer of exclusive rights to the Service (and/or its individual elements) to the User

3.3. The Administration of the Ploito Service and the Support Service provide the User with advice in case of requests. Only the User's messages in the official communication channels are considered the User's appeals to the Administration or the Service Support Service and are solely the will of the User

3.4. The User undertakes to pay for the services of the Ploito Service or additional services in accordance with the Tariffs

3.5. The user undertakes to monitor the balance of the active payment method in order to renew the subscription

3.6. When working with the Service, the User has the right to dispose of the functionality in any way that does not violate the legislation of the Republic of Armenia and international law

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

   4.1. The Service Administration has the right to:

   4.1.1. Suspend the operation of the Service to carry out the necessary scheduled preventive and repair work, as well as unscheduled work in emergency situations

   4.1.2. Make changes and additions to this Agreement by posting these changes and additions on the Ploito Service website at the Internet address https://ploito.com/page/agreement.html

   4.1.3. Update the content, functionality and User Interface of the Service at any time in its sole discretion

   4.1.4. After 30 calendar days from the date of expiration of the account paid according to the Tariff, delete the Company's data

   4.1.5. If necessary, involve third parties to provide the Services and ensure the operation of the Service

   4.1.6. Send Users informational messages to the Communication Channels of the Service

   4.1.7. In case of violation by the User of this Agreement, terminate the provision of services without compensation for the funds contributed by the User or suspend its provision for the period of investigation and / or elimination of violations

   4.1.8. The Administration and Support Service of the Ploito Service has the right to enter the User's Company in order to provide assistance at the will of the client

4.1.9. Refuse to pay referral rewards at your own discretion, explaining the reasons for your decision

4.1.10. At any time, ask the User for his personal data. In case of refusal or provision of deliberately false data by the User, the Administration of the Ploito Service has the right to completely terminate the provision of the services of the Ploito Service

4.1.11. Check the User's personal data for their authenticity, including requesting scanned copies of documents confirming the User's identity

4.1.12. Terminate the provision of the Service to the User if he uses offensive language and obscene language in communication with the Administration or Technical Support

4.1.13. Provide advertising information about the Service and additional services to the User's contact details specified in the Profile

4.2. The Ploito Service Administration undertakes:

4.2.1. Provide the User with full access to the Service, to the Company around the clock, 7 days a week, including weekends and holidays, except as otherwise provided in this Agreement

4.2.2. Eliminate failures in work caused by the fault of the Service within a reasonable time

4.2.3. Provide the User with full functionality corresponding to the tariff chosen by the User, properly, in full

4.2.4. Keep records of the services consumed by the User

4.2.5. Publish official messages related to servicing Users, changing payment rates, holding special promotions in any of the Communication Channels of the Service

4.2.6. Provide the User with prompt assistance and support by the employees of the Ploito Service during working hours from Monday to Friday, from 09-00 to 18-00 in the time zone of Yerevan, Armenia

4.2.7. Provide a sufficient number of qualified specialists necessary to provide the Services in full and on time. The number of specialists is determined by the Administration of the Service independently

4.2.8. Do not transfer any information about Users to third parties

4.2.9. Eliminate at its own expense, at the request of the User, all reasonable comments on the functionality of the User's tariff plan, specified in the reasoned message, within the time period agreed with the User

4.2.10. Not transfer personal data stored on the servers of the Ploito Service to third parties without the prior consent of the User; comply with the privacy policy in the field of Personal Data of Users https://docs.google.com/document/d/1FAZjib7r_gRn 0aFEbG3EEXVvxu6oDvJ4HzZGplUYYQw/edit#

4.2.11. Notify Users of a technical failure that led to the complete or partial inoperability of the Service lasting more than 1 (one) hour in the Communication Channels. Notification must be received no later than 1 (one) hour from the start of the technical failure

4.2.12. At the request of the User, compensate for the complete or partial inoperability of the Service for a continuous duration of more than 1 (one) hour, in accordance with clause 6.9

4.2.13. At the request of the User, stop sending advertising information about the Service and additional services

4.3. The user has the right:

4.3.1. Receive qualified assistance from the Support Service or the Administration of the Ploito Service

4.3.2. Attract new Users (referrals) to the Service, while receiving a referral reward

4.3.3. Create accounts for other Users within your Company, including those with the role of Director, if technically possible, and provide access to the Company, being fully responsible for their actions

4.3.4. Delete the accounts of other Users within your company, including your own, if it is technically possible

4.3.5. Set up two-factor authentication to log into the Company using the Google Authenticator Service

and one-time backup codes. In case of loss of access to Google Authenticator and one-time backup codes, restoration of access to the Personal Account is possible only through the Administration of the Service upon request to email support@ploito.com

4.3.6. Request compensation for the total or partial inoperability of the Ploito Service as a result of a technical failure with a continuous duration of more than 1 (one) hour, in accordance with clause 6.9

4.4. The user undertakes:

4.4.1. Bear full responsibility for all actions performed by him or the Users of his Company at his will in accordance with this Agreement

4.4.2. Comply with the provisions of the current legislation of the Republic of Armenia, as well as the norms of international law, this Agreement and other special documents of the Administration of the Service

4.4.3. Pay for the Services in accordance with the terms of this Agreement at the Ploito Service Tariffs

4.4.4. Monitor the status of your active payment method to renew your subscription

4.4.5. Keep your login/email and password for accessing the Ploito Service secure and confidential, not transfer it to third parties

4.4.6. In case of suspicion that the login/email and password have become known to third parties,

immediately change the data for access to the Personal Account in the following possible ways:

4.4.6.1. If the current password is known to the User, then change the password and email through the profile settings in the Company

4.4.6.2. If the current password is lost, change the password using the "Forgot password" function when logging into the Company. This function will send a password reset link to the email address specified in the User profile

4.4.6.3. If the current password is lost and there is no access to the email address to which registration was made, then change the password and email using the phone number specified during registration. To use this method, the User submits a request from any email to email support@ploito.com, about the need to change the password, and the Support Service begins the procedure for restoring access by phone number. The terms for restoring access take up to fourteen calendar days.

4.4.6.4. If the User has two-factor authentication enabled through the Google Authenticator Service and the User has lost access to the Google Authenticator Service or one-time backup codes or wants to change their

password, then send a special request to support@ploito.com from the email address specified in their profile and undergo moderation . Moderation will be carried out by checking the answers to special questions of the administration of the Service. To restore access, provide a scan of the passport for the full name specified in the Profile and confirm the phone number by answering the call from the Service administration.

4.4.7. Notify the Administration of the Service or the Support Service about unauthorized access to the Company

4.4.8. Indicate reliable information about yourself when registering on the Service and creating the Company. Such information includes: full name of an individual or name of a legal entity, telephone number, email address. If the above information changes, the User undertakes to promptly notify the Administration of the Ploito Service about this.

4.4.9. In case of technical problems, immediately report this to the technical support of the Service through the Communication Channels

4.4.10. Do not transfer to the Service responsibility for damage of any kind incurred by the User in the course of using the Services connected to the Service

4.4.11. Do not engage in full or partial resale of the Services of the Service

4.4.12. Do not use the provided services to create an increased load on the Service network through targeted dishonest actions

4.4.13. Regularly get acquainted with official information related to the maintenance of the User, including changes in the tariff plans of the Service

4.4.14. Take full responsibility for falsely transmitted information about yourself

4.4.15. Be fully responsible for the content posted within the Company through the functions of chat, screen sharing, video translations, etc.

5. PAYMENT PROCEDURE

5.1. Payment for the Ploito Service for the provision of the Service under this agreement is determined between the User and the Service according to the official Tariff (VAT free), unless otherwise agreed personally

5.2. The moment the User fulfills his payment obligations is the day the subscription starts.

5.3. Payment by the User for the Services of the Service is carried out by subscription on a monthly basis (or for another selected period) after debiting funds from the active payment method, through a special form of the Service

5.4. Users of the Company receive full access to the Company upon full payment of the subscription according to the Tariff for the period chosen by them

5.5. To renew the subscription, Company Users must provide the required amount on the balance of the active subscription payment method

5.6. If the subscription activity has expired and the subscription is not renewed due to lack of funds on the active payment method, Users lose access to their Company on the Service

5.7. The billing system averages the number of days in a month up to 30, which add up to 360 days in a year

5.8. Ploito Services are non-refundable and/or non-refundable once the subscription is activated

5.9. Company users can deactivate a subscription to avoid being charged for the next subscription period by deleting the active payment method or intentionally having no funds on it

6. RESPONSIBILITIES OF THE PARTIES

6.1. For non-fulfillment or improper fulfillment of obligations under this Agreement, the Parties shall be liable under applicable international law

6.2. The Service is not responsible for the settlement of any relations and issues with the Company's Employees

6.3.   The service cannot guarantee 100% protection against hacking, since when providing the service it uses software developed by third parties

6.4.   The Service does not track and monitor Users' work screens, does not record screens or video broadcasts, and does not save chat content.

6.5.   The user bears full responsibility for getting and possible consequences of getting his login / email and password to third parties and possible unauthorized access to the Company or its hacking

6.6.   The user is solely responsible for the content of the information transmitted by him via the Internet, for its reliability and legality of its distribution.

6.7.   The Service is not liable for damage of any kind (including lost profits or lost profits) incurred by the User during the planned technical work on the side of the Service, of which the User was notified in advance in official communication channels

6.8.   The Service is not responsible for the complete or partial inoperability of the Service resulting from a technical failure with a continuous duration of less than 1 (one) hour

6.9.   The service is responsible for complete or partial inoperability of a continuous duration of more than 1 (one) hour continuously, resulting from a technical failure, according to the scheme:

- ❏ 1 to 2 hours from the start of the failure - 2 days of subscription activity
- ❏ 2 to 3 hours from the beginning of the failure - 3 days
- ❏ 3 to 4 hours from the beginning of the failure - 4 days
- ❏ 4 to 5 hours from the beginning of the failure - 5 days
- ❏ and so on for every hour according to the scheme 1 hour = 1 day of subscription activity

6.10. The Ploito Service is not responsible for the User's ignorance of a technical failure if the User has not read the notifications in the Communication Channels of the Ploito Service

6.11. The Service is not responsible for malicious deception or fraud by third parties on behalf of Ploito representatives and is not liable for compensation for lost funds due to such deception

6.12. The Service is not responsible in case of unavailability of the Service, if the complete or partial unavailability of the Service was caused by circumstances beyond the control of the Administration of the Service (problems in the data center, problems with backbone communication channels, ddos attacks and others)

6.13. If one of the Parties fails to comply with any provision of this Agreement, disputes shall be settled through negotiations. If the resolution of disputes and

disagreements on the basis of mutual agreements is impossible, then they are subject to resolution in the manner established by the current international legislation.

6.14. The user is solely responsible

6.14.1. for any actions performed by third parties having access to the Projects or the User's Personal Account in the following cases:

6.14.1.1. Voluntary transfer of the password from the Company to third parties

6.14.1.2. Hacking the Company through the fault of the User (weak password or the same password on all sites)

7. FORCE MAJEURE

7.1. The parties are released from liability for partial or complete failure to fulfill obligations under the Agreement if it was the result of force majeure circumstances (flood, earthquake and other natural disasters, embargo, war or hostilities, sabotage, terrorism, issuance of regulatory legal acts by state bodies prohibiting or otherwise otherwise hindering the performance of work, etc.), provided that these circumstances did not depend on the will of the Parties and made it impossible for any of the Parties to fulfill their obligations under the Agreement

7.2. The term for the fulfillment of obligations under the Agreement is postponed in proportion to the time during

which the force majeure circumstances were in force, as well as the consequences caused by these circumstances

7.3. Any of the Parties, in the event of force majeure circumstances, is obliged, within 5 (five) calendar days from the date of their occurrence, to inform the other Party of the occurrence of these circumstances in writing. These circumstances must be confirmed by authorized bodies and/or organizations

7.4. If the impossibility of full or partial fulfillment of obligations by the Parties exists for more than 1 (one) month, the Parties will have the right to terminate the Agreement and make mutual settlements in the manner prescribed by the current legislation of republic Armenia

8. SETTLEMENT OF DISPUTES

8.1. All disputes and disagreements that may arise between the Parties in connection with the fulfillment of obligations under this Agreement shall be resolved through bilateral negotiations in the spirit of mutual understanding and taking into account mutual interests.

8.2. In case of failure to reach an agreement, disputes are subject to consideration in the Arbitration Court

9. CONFIDENTIALITY

9.1. Any information transmitted by the Parties to each other in connection with the execution of this Agreement is confidential and will not be published and / or distributed

by them to the public, as well as transferred to third parties without the prior written consent of the other Party, with the exception of authorized state bodies that have the right to demand information on the Agreement

9.2. The Administration and the Support Service of the Service are not third parties, but act directly on behalf of the Service

9.3. The privacy policy is governed by a separate internal document of the Service https://docs.google.com/document/d/1FAZjib7r_gRn0aFEbG3EEXVvxu6oDvJ4HzZGplUYYQw/edit#

10. OTHER CONDITIONS

10.1. All changes and additions are valid from the moment they are made to this Agreement.

10.2. Neither Party has the right to transfer its rights and obligations under the Agreement to third parties without the written consent of the other Party

10.3. In cases not provided for by the terms of this Agreement, the Parties are guided by the current international legislation

10.4. The inability to fulfill any of the clauses of this Agreement in no way affects the remaining parts of this document, unconditionally accepted by both parties.