

# TERMS AND CONDITIONS OF USE

Last updated: February 5, 2021

Please read these terms and conditions carefully before using Our Service.

These Terms of Use constitute an electronic agreement between you (hereinafter the “User”) and Starmedia Global Solutions OÜ of Harju maakond, Tallinn, Kesklinna linnaosa, Kaupmehe tn 7-120, 10114 (hereinafter the “SGS”) that applies to the User's use of this website, any and all services, products and content provided by SGS.

As used herein, “SGS” refers to the company Starmedia Global Solutions OÜ including but not limited to, its owners, directors, investors, officers, employees or other related parties, unless otherwise provided herein.

SGS owns and operates the websites and domain names located at <https://tagio.pro/> and <https://t.me/tagiobot> (hereinafter the “Bot”) including any other related pages, features, content, or application services offered from time to time by SGS in connection therewith (including, but not limited to, all information, bots, mobile application services, software, data, images, content and related materials, documentation and services connected therewith) (collectively, the “Site” and / or the “TAGIO.PRO”).

These Terms of Use contain important provisions, which the User must consider carefully when choosing whether to visit the TAGIO.PRO and use the services, products and content of SGS. Please read these Terms of Use carefully before agreeing to them.

The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of any and all services, products and content of SGS.

These Terms of Use incorporate [Privacy Policy](#) as well as any other policies published on the Site by reference, so by accepting these Terms of Use, the User agrees with and accepts all the policies published on the Site

**IF THE USER DOES NOT ACCEPT THESE TERMS OF USE, THE USER SHALL NOT ACCESS THIS SITE AND SHALL NOT USE ANY OF TAGIO.PRO’S SERVICES, PRODUCTS AND CONTENT.**

Subject to the terms and conditions of this Agreement, TAGIO.PRO may offer to provide certain services, as described more fully on the Site, and that have been selected by you (together with the Site, the “Services”), solely for your own use, and not for the use or benefit of any third party, unless otherwise authorized by TAGIO.PRO. Services include, without limitation, use of the Site, any service TAGIO.PRO generally offers to you and the Content (as defined below) offered by TAGIO.PRO on the Site. Notwithstanding the foregoing, and if applicable, Services shall not include any services performed by TAGIO.PRO that are governed by a separate agreement entered into between you and TAGIO.PRO. TAGIO.PRO may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content. TAGIO.PRO may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

TAGIO.PRO assumes no responsibility for any consequences or damages arising from, directly or indirectly, any action or inaction that you take based on the information, services or other material on the Site. While TAGIO.PRO strives to keep the information on the Site accurate, complete and up-to-date, TAGIO.PRO cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness or timeliness of the information. The information and services offered on the Site are provided with the understanding that TAGIO.PRO is not engaged in rendering legal or other professional services or advice. Your use of the Services is subject to the additional disclaimers and caveats that may appear throughout the Site.

## Definitions

Capitalized terms used in these Terms of Use shall be interpreted in accordance with the definitions provided below:

- **Account:** means an account registered by the User on the Platform TAGIO.PRO.
- **Commission:** means a fee charged by or on behalf of any third party (e.g. bank, non-bank financial institution, payment service provider, etc.).
- **Deposit:** means a Transaction involving transfer of Funds to the Account.
- **Fiat Currency:** means government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation, or law.
- **Funds:** means Cryptocurrency and/or Fiat currency.
- **Order:** means the User's instruction to buy or sell advertising.
- **Personal Information** (personal data): any information which identifies you personally or which may help us to identify you (telegram username, your name, address, e-mail address, trades etc.).
- **Platform:** means an environment created by TAGIO.PRO that allows to Users have access to an automated Internet service designed to conduct advertising campaigns for Users (individuals or legal entities) who need to promote their own goods, services, social networks, the results of intellectual or other activities on the Sites owned by Users on the basis of management rights.
- **Fee:** means estimated fee that is charged by TAGIO.PRO from the Advertiser User's balance at the time of buying advertising in the Telegram channel of the Seller User.
- **Seller:** Telegram channel admin and/or Sales Manager (hereinafter Seller), - User who sells advertising space (in channels owned by Users on the basis of management rights).
- **Buyer:** Advertiser User (individuals or legal entitie) who need to promote their own goods, services, social networks, the results of intellectual or other activities on the Sites (telegram channels) owned by Users on the basis of management rights.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Country** refers to: Estonia
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Starmedia Global Solutions OÜ , Harju maakond, Tallinn, Kesklinna linnaosa, Kaupmehe tn 7-120, 10114.

- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Service** - any operation that is not a supply of goods related to the provision of a service that is consumed in the process of performing a certain action or carrying out a certain activity, to meet the personal needs of the customer.
- **TAGIO.PRO services / Services** - any paid and free services provided by the Company through the Sites (for example, telegram channels, including, but not limited to, all its features, text, video, music, data, information, software software, graphics or photographs, drawings, etc., etc.), and any other services provided by the Company through the services of the Sites. TAGIO.PRO services - a unique hardware and software complex, a platform that is a set of computer programs united by a single interface that automate the work of placing advertising and information materials on the Internet, for example, telegram channels (including, but not limited to).
- **Orders** means your request to buy advertisements from other Users on their sites. **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **Service** refers to the Website.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to TAGIO.PRO, accessible from <https://tagio.pro/>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and

procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## **Placing advertising Orders**

By placing an Order through the Service, You warrant that You are legally capable of entering into binding contracts.

## **Your Information**

If You wish to place an Order available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

## **Order Cancellation**

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to: the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

## **Availability, Errors and Inaccuracies**

We are constantly updating Our offerings of advertising services on the Site. The advertising services available on Our Site may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding advertising services on the Site and in advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **Prices Policy**

The prices are fixed at the time of order. You will have the right to cancel Your Order at any time prior to accepting an Order.

## **Payments**

All the advertising services purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as of any third party (e.g. bank, non-bank financial institution, payment service provider, etc.).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or unfulfillment of Your Order.

## Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding access to the service through your telegram account that You use to access the Service and for any activities or actions under Your password, whether Your access to the service through your telegram account is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your access to the service through your telegram account to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## Content

### Your right to post content

You are responsible for the Content you post in your sponsored posts, including its legality, reliability and relevance.

By posting Content through the Service, you grant Us the right and license to use, modify, publicly perform, publicly display, reproduce and distribute such Content through the Service. You retain all and all of your rights in any Content that you submit, post or display through it, and you are responsible for protecting those rights. You agree that this license includes the right for Us to make your Content available to other users of the Service who may also use your Content in accordance with these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant Us the rights and licenses provided for in these Terms, and (ii) posting Your Content through the Service does not violate privacy rights life, publicity rights, copyrights, contract rights or any other rights of any person.

## Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk.

## Copyright Policy

### Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our

copyright agent via email at [tagio.pro@gmail.com](mailto:tagio.pro@gmail.com) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

## **DMCA Notice and DMCA Procedure for Copyright Infringement Claims**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at [tagio.pro@gmail.com](mailto:tagio.pro@gmail.com). Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

## **Intellectual Property**

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## **Your Feedback to Us**

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

## Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors



and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## **For European Union (EU) Users**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

# Severability and Waiver

## Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [tagio.pro@gmail.com](mailto:tagio.pro@gmail.com)
- By visiting this page on our website: [https://t.me/TagioPro\\_Support](https://t.me/TagioPro_Support)