

# TERMS OF SERVICE

Last Updated: December 31, 2020

Effective on: January 1, 2021

**ATTENTION:** BY ACCESSING OR USING THE WEBSITE, THE SERVICES, AND THE PRODUCTS (AS DEFINED BELOW) PROVIDED BY BITRIX24 YOU HEREBY ACCEPT THESE TERMS OF SERVICE AND THE PRIVACY POLICY.

THESE TERMS OF SERVICE DO NOT COVER PROMOTIONS BITRIX24 MAY CONDUCT, INCLUDING AUCTIONS, CONTESTS, AND SWEEPSTAKES.

## **Table of Contents**

<b><u>1. DESCRIPTION OF THE SERVICES; ACCEPTANCE OF THESE TERMS OF SERVICE.....</u></b>	<b><u>2</u></b>
<b><u>2. USERS' OBLIGATIONS.....</u></b>	<b><u>2</u></b>
<b><u>3. USE OF THE SERVICES BY YOU.....</u></b>	<b><u>2</u></b>
<b><u>4. USER ACCOUNT.....</u></b>	<b><u>3</u></b>
<b><u>5. USER CONTENT.....</u></b>	<b><u>3</u></b>
<b><u>6. CUSTOMER CARE.....</u></b>	<b><u>4</u></b>
<b><u>7. FEES AND PAYMENT.....</u></b>	<b><u>4</u></b>
<b><u>8. TERM AND TERMINATION.....</u></b>	<b><u>5</u></b>
<b><u>9. LINKS TO OTHER SITES AND THIRD PARTY MATERIALS.....</u></b>	<b><u>5</u></b>
<b><u>9.5. THIRD PARTY LINKS AND OUR LIABILITY.....</u></b>	<b><u>5</u></b>
<b><u>10. LANGUAGE OF THE TERMS OF SERVICE.....</u></b>	<b><u>6</u></b>
<b><u>11. INTELLECTUAL PROPERTY.....</u></b>	<b><u>6</u></b>
<b><u>12. WARRANTIES AND DISCLAIMERS.....</u></b>	<b><u>6</u></b>
<b><u>13. YOUR WARRANTIES.....</u></b>	<b><u>8</u></b>
<b><u>14. FEEDBACK.....</u></b>	<b><u>8</u></b>
<b><u>15. COPYRIGHT INFRINGEMENT.....</u></b>	<b><u>8</u></b>
<b><u>16. UPDATES OF THE WEBSITE, THE SERVICES, AND THE PRODUCTS.....</u></b>	<b><u>9</u></b>
<b><u>17. PUBLICLY-EDITED SECTIONS.....</u></b>	<b><u>9</u></b>
<b><u>18. UNLAWFUL OR PROHIBITED USE.....</u></b>	<b><u>10</u></b>
<b><u>19. INDEMNIFICATION.....</u></b>	<b><u>11</u></b>
<b><u>20. LINKING TO THE WEBSITE.....</u></b>	<b><u>11</u></b>
<b><u>21. ACCOUNT DELETION.....</u></b>	<b><u>11</u></b>
<b><u>22. ASSIGNMENT.....</u></b>	<b><u>11</u></b>
<b><u>23. AGREEMENT TO DEAL ELECTRONICALLY.....</u></b>	<b><u>11</u></b>
<b><u>24. INIUNCTIVE RELIEF.....</u></b>	<b><u>11</u></b>
<b><u>25. SEVERABILITY.....</u></b>	<b><u>11</u></b>
<b><u>26. DATA PROTECTION.....</u></b>	<b><u>12</u></b>
<b><u>27. APPLICABLE LAW.....</u></b>	<b><u>12</u></b>
<b><u>28. CONTRACTING PARTY.....</u></b>	<b><u>12</u></b>

## **1. Description of the Services: Acceptance of these Terms of Service.**

1.1. These Terms of Service (these the "Agreement" or "Terms of Service") are a legal agreement between you, either an individual or an entity ("you", "your", or "user"), and Bitrix24 ("Bitrix24", "we", "our", or "us"), as specified in the "Contracting Party" section below, regarding your access to and use of the Website, the Services, and the Products.

1.2. Bitrix24 allows users to communicate, collaborate, and create in a secure and accessible virtual, cloud-based software environment created by Bitrix24 (the "Services"). Bitrix24 may offer for downloading from the Website or using through the Website certain products to be used in conjunction with the Services (the "Products") only for the Service Plan users. The Products shall be licensed subject to the terms of the applicable end user license agreement.

1.3. By accessing and using this website (<http://www.bitrix24.com> or <http://www.bitrix24.eu>) and all other Bitrix24 domains (the "**Website**"), using the Services, downloading or purchasing the Products, you agree to be bound by and to accept these Terms of Service and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on the Website.

1.4. Terms of Service may be amended by Bitrix24 at any time, and a notice of any changes shall be given by posting on the Website and by email communication. Failure to provide or maintain accurate or current contact information by you will not obviate your responsibility to comply with these Terms of Service, as amended from time to time. If you do not agree to any changes to these Terms of Service, you must discontinue using any Bitrix24 Services and Products and no longer access the Website. Your continued use of the Website, the Services, and the Products indicates your agreement to the changes.

1.5. Bitrix24 reserves the right to make changes, terminate or restrict access to the Website, the Services, and the Products at any time without notice at its sole discretion.

## **2. Users' Obligations.**

You agree to use the Website, the Services, and the Products only for purposes permitted by these Terms of Service as well as any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. BITRIX24 IS NOT RESPONSIBLE FOR ANY VIOLATION OF APPLICABLE LAWS, RULES, OR REGULATIONS COMMITTED BY YOU OR A THIRD PARTY AT YOUR BEHEST. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR USE OF THE WEBSITE, THE SERVICES, AND THE PRODUCTS DO NOT CONTRAVENE APPLICABLE LAWS, RULES, OR REGULATIONS. Specifically, you agree and warrant that in using the Website, the Services, and the Products, your actions do not contravene the laws, rules, or regulations of (1) the country, state, or locality where you reside, or (2) the country, state, or locality where Bitrix24 is located or operates. This includes complying with applicable export and import restrictions as well as other restrictions.

## **3. Use of the Services by you.**

3.1. You agree not to access (or attempt to access) the Website, the Services, and the Products by any means other than through the means provided by Bitrix24 or its authorized partners. You agree not to access or attempt to access the Website, the Services, and the Products by way of automated means and that you will not engage in any activity that interferes with or the Website, the Services, and the Products.

3.2. Further, you agree:

a. not to disrupt or interfere or otherwise cause harm to the Website, the Services, and the Products, or affiliated or linked sites;

b. not to use or attempt to use another user's User Account (as defined below), password, or system; and

c. not to access or attempt to access the User Content (as defined below), which you are not authorized to access under these Terms of Service.

3.3. If anyone other than yourself accesses your User Account, they may perform any actions available to you, make changes to your User Account, and accept any legal terms available therein, make various representations and warranties and more - and all such activities will be deemed to have occurred on your behalf and in your name.

#### **4. User Account.**

4.1. Bitrix24 requires you to create your own user account (the "***User Account***") in order to use the Website, the Services, and the Products. In creating your User Account, you agree to submit accurate, current and complete information about yourself and keep such information updated. Bitrix24 reserves the right to suspend or terminate any User Account which is reasonably suspected to contain untrue, inaccurate, not current or incomplete information. After you accept these Terms of Service and your User Account registration has been accepted by Bitrix24, your User Account will be established.

4.2. You shall choose a personal, non-transferable password. Bitrix24 may, from time to time, provide you with additional codes or passwords necessary to access and use certain other features or functions of the Website, the Services, and the Products. You may also access the Website, the Services, and the Products by logging in using an authorized third party social network account, such as a Facebook, Twitter, or another available social network account.

4.3. User Accounts may not be "shared" or used by more than one individual. You are solely responsible for any and all activities that occur under your User Account (including for any consequences of using or publishing User Content on or with respect to the Bitrix24), whether or not such use was authorized by you. You agree and understand that you are responsible for maintaining the confidentiality of your User Account. Additionally, you may not use anyone else's User Account at any time, without the permission of such account holder. Bitrix24 is not liable for any harm caused or related to the theft or misappropriation of your User Account and the User Content. However, you could be held liable for losses incurred by Bitrix24 or any third party due to misappropriation and use of your User Account. If you become aware of any unauthorized use of your User Account, please notify Bitrix24 immediately at the address provided in "Contracting Party" section below.

#### **5. User Content**

5.1. You may upload data, information, material, and documents to be stored on your User Account (the "***User Content***"). Subject to these Terms of Service, your User Content may be used in any manner that has been authorized by you. You have no right to use User Content of other users in any way. You also acknowledge and agree that Bitrix24 has no liability of any kind should any person whom you have allowed to have access to your User Content modify, destroy, corrupt, copy, or distribute your User Content.

5.2. You agree and understand that Bitrix24 shall have the right, but not an obligation, solely at its own discretion, to screen, monitor and/or edit any User Content, to refuse, remove or disable access to the User Content that may be illegal or may violate these Terms of Service at any time and for any reason, with or without notice.

5.3. You are solely responsible for protecting the information on your computer or your other devices for example, by installing anti-virus software, updating your applications, password protecting your files, and preventing third party access to your computer. You understand that the User Content of other users might be corrupted from viruses, software malfunctions or other causes. You agree and understand that Bitrix24 is not responsible for any damage that any user may incur through the sharing and use of such corrupted User Content.

5.4. You own all rights in and to the User Content, including the full power to legally use, publish, transfer or license such User Content. You acknowledge that the User Content is (and will continue to be) true, current, accurate, non-infringing upon any third party rights, and in no way unlawful for you to possess, post, transmit or display in the country in which you or your end users reside.

5.5. Please refer to Section "Data Protection" to learn how Bitrix24 collects, uses, discloses, manages and stores users' personally identifiable information ("Personal Information"). You have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any Personal Information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all laws applicable thereto. Bitrix24 has no direct relationship with the end users of any of users whose Personal Information it processes. If you are the end user of any of users and would like to make any requests or queries regarding your Personal Information, please contact such users directly. For example, if you wish to access, correct, amend, or delete inaccurate information processed by Bitrix24, please direct your query to the relevant user who controls such data. If requested to remove any end user Personal Information, we will respond to such request within thirty (30) days.

## **6. Customer Care.**

Bitrix24 provides support to the users in accordance with the procedures set forth in <https://helpdesk.bitrix24.com/ticket.php>.

## **7. Fees and Payment.**

7.1. All rights and privileges provided herein to you under these Terms of Service are subject to your payment of applicable fee, if any, to Bitrix24. Bitrix24 expressly reserves the right to provide access to the Website, the Services, and the Products free of charge, provided that Bitrix24 solely at its own discretion may elect to provide the same or similar access for a fee.

7.2. Payment for access to the Services and the Products shall be at prices as agreed upon between you and Bitrix24. Bitrix24 offers multiple service plans for users with different fees and functionality features for each plan (the "**Service Plan**"). Delivery of the Services and the Products, if any, shall be made at the moment of payment. Payment for the Service Plan, if any, is not fully or partially refundable. All fees are exclusive of taxes, levies, or duties imposed by taxing authorities, unless stated otherwise. You are responsible for paying any such applicable tax.

You acknowledge that the amount billed for the Service Plan may vary for reasons that include promotional offers, changes in the User Account, or changes in the amount of applicable sales tax/VAT/GST etc., and you authorize us to bill you for such varying amounts.

7.3. Payment for access to Third Party Materials (as defined in Section 9 of these Terms of Service) shall be made to third parties, if applicable, unless otherwise stated herein. You agree to use the Third Party Materials in accordance with these Terms of Service and subject to such third party's terms of service.

7.4. You agree that if you purchase any subscription or other services for your User Account, Bitrix24 may enroll you in automatic renewal of your subscription by withdrawing funds from your payment method that you used to complete the purchase or enrollment order. You may turn off this option at any time through your User Account.

7.5. In case of non-payment for any reason, Bitrix24 downgrades any subscriptions from a Service Plan to a free plan until you pay the undisputed fees due plus any late fees. Downgrading of the Service Plan for non-payment could result in a loss of access to your User Content and the Third Party Materials. Then Bitrix24 will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur in connection with such actions.

## **8. Term and Termination.**

8.1. The term of these Terms of Service shall begin when you start using the Website, the Services, or the Products and shall continue in perpetuity so long as you continue to use the Website, the Services, or the Products, unless otherwise terminated by Bitrix24 or you by written notice. Bitrix24 reserves the right to change, suspend or discontinue the Website, the Services, or the Products, or any portion thereof, or terminate these Terms of Service with you at any time, upon notice, and without any liability to Bitrix24 whatsoever.

8.2. If you want to terminate these Terms of Service, you may do so by notifying Bitrix24 at any time in writing at the address provided in "Contracting Party" section below. You are solely responsible for terminating your User Account. Upon termination of your User Account, Bitrix24 has a right, but not an obligation, to delete your User Content from the Website, the Services, and the Products.

8.3. Without prejudice to any other rights, these Terms of Service will terminate automatically (except for those provisions that shall survive) if you fail to comply with any of the limitations or other requirements described herein.

8.4. Upon termination, you must immediately cease using the Website, the Services, and the Products, including without limitation any use of the Bitrix24's Intellectual Property (as defined below).

## **9. Links to Other Sites and Third Party Materials.**

9.1. The Website may provide links to other websites and/or third party products and services that are not under the control of Bitrix24, including the Telephony and VMA or services available through the Bitrix24 Marketplace (as explained below, and together, "**Third Party Materials**"). Download or purchase of Third Party Materials is available only for the Service Plan users and may be done through Bitrix24, as provided in Section 1.3 above, as well as at designated third parties and/or distributors ("**Sellers**" or the "**Seller**"), which does not cancel the application of these Terms of Service to the Website, the Services, and the Products. Bitrix24 is not responsible in any way for the Third Party Materials. Bitrix24 provides such links only for the convenience of the users of the Website, the Services, or the Products, and the inclusion of any link to Third Party Materials does not imply endorsement by Bitrix24 of the content, products and/ or services of such Third Party Materials. Notwithstanding any provision to the contrary herein, nothing in these Terms of Service shall be construed as to grant you any rights or licenses with regard to such Third Party Materials or to entitle you to use such Third Party Materials.

9.2. For some jurisdictions you can purchase for your User Account telephony or Voice over Internet Protocol (the "**Telephony**"). You hereby acknowledge and agree that the Telephony, if available, is provided to you via third party Voximplant, Inc. and is subject to such party's terms of services (<http://voximplant.com/legal/tos/>). Payment for the Telephony shall be made to Voximplant, Inc. If your User Account or telephone number is terminated or suspended for any reason, you may not be able to use remaining Telephony credit.

9.3. You hereby acknowledge and agree that voice and messaging application ("**VMA**"), if available, is provided to you via third party WEBRTC and is subject to such party's software license (<https://webrtc.org/support/license>).

9.4. Using the Website, the Services, and the Products does not give you ownership of any intellectual property rights to the images supplied through the Website, the Services, and the Products (the "**Licensed Images**") you access. You may not use Licensed Images from the Website, the Services, and the Products unless you purchase licensing rights directly from its owner.

## **9.5. Third party links and our liability.**

Bitrix24 Marketplace is provided solely as an online venue for users and Sellers. Bitrix24 is not a party to any transactions or other relationships between users and Sellers. You hereby acknowledge and agree that:

9.5.1 You are not making a purchase from Bitrix24 and are not entering into a contract with Bitrix24. Your purchase is from the Seller in question, and your contract is with that Seller;

9.5.2 Bitrix24 will not be a party to any dispute between you and any Seller or another user. Any claims must be made directly against the Seller concerned;

9.5.3 Bitrix24 not pre-screen Sellers or any items that Sellers advertise in Catalog on our Marketplace. Bitrix24 is not, therefore, in any way responsible for any items sold or for the content of any App;

9.5.4. Bitrix24 will not be responsible for any aspect of a transaction and make no warranties as to the quality, safety, or legality of any item(s) purchased, downloaded or installed from Sellers on our Marketplace. Bitrix24 will not be a party to any dispute between you and any Seller or another user. Any claims pertaining to a transaction must be made directly against the Seller concerned; and

9.5.5. All Sellers are different and may not accept the same payment methods, process transactions within the same time frame, or offer the same delivery methods (or prices).

#### **10. Language of the Terms of Service**

Where Bitrix24 has provided you with a translation of the English language version of these Terms of Service into another language, you agree that the translation is provided for your convenience only and that the English language version of these Terms of Service will govern your relationship with Bitrix24.

#### **11. Intellectual Property.**

11.1. Copyright, trademark and all other proprietary rights in the Website, the Services, and the Products rest with Bitrix24, its affiliates, and its licensors (if any) (*the "Bitrix24's Intellectual Property"*). Unless otherwise specifically provided herein or authorized by Bitrix24 in writing, all rights in the Website, the Services, and the Products not expressly granted herein are reserved. You agree not to copy, republish, frame, make available for download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse the Bitrix24's Intellectual Property or create derivative works based on the Bitrix24's Intellectual Property.

11.2. Bitrix24 disclaims any proprietary interests in the intellectual property rights other than the Bitrix24's Intellectual Property, including without limitation Third Party Materials, the Telephony, the Licensed Images (as defined below) and the User Content.

11.3. You know and agree that we will need to upload your content to our platform, including cloud services and CDN's, to make display adjustments and perform any other technical actions required.

#### **12. Warranties and Disclaimers.**

12.1. THE WEBSITE, THE SERVICES, AND THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." BITRIX24 HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS TO THE OPERATION OF THE WEBSITE, THE SERVICES, AND THE PRODUCTS. EXCEPT AS AGREED BY BITRIX24 IN WRITING, CONTRACTORS, AGENTS, DEALERS OR DISTRIBUTORS OF BITRIX24 OR ANY OTHER THIRD PARTY SHALL NOT HAVE A RIGHT TO MODIFY THIS LIMITED WARRANTY, NOR TO MAKE ANY ADDITIONAL WARRANTIES.

12.2. BITRIX24 DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THE WEBSITE, THE SERVICES, AND THE PRODUCTS. YOU ACKNOWLEDGE THAT ANY INFORMATION SENT MAY BE INTERCEPTED IN TRANSMISSION OR OTHERWISE. BITRIX24 DOES NOT WARRANT THAT THE WEBSITE, THE SERVICES, AND

THE PRODUCTS OR ELECTRONIC COMMUNICATIONS SENT BY BITRIX24 ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS. THE USE OF THE WEBSITE, THE SERVICES, AND THE PRODUCTS IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. BITRIX24 ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER IN CONNECTION WITH THE WEBSITE, THE SERVICES, AND THE PRODUCTS. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BITRIX24 OR FROM THE WEBSITE, THE SERVICES, AND THE PRODUCTS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

12.3. Bitrix24 will use all commercially reasonable efforts to restrict access to your User Account and User Content to unauthorized persons. However, no password-protected system of data storage and retrieval can be made entirely impenetrable. You hereby acknowledge and accept that it is your responsibility to protect your password confidentiality and protect your User Content from unauthorized access, view, copy, and modification.

12.4. You understand and agree that the Website may contain references to the Services and the Products that may not be available in a particular country. Any such reference does not imply or warrant that any such Website, the Services, and the Products shall be available at any time in any particular country.

12.5. You understand and agree that by using the Website, the Services, and the Products, you may be exposed to content that you may find offensive, indecent or objectionable and that, in this respect, you use the Website, the Services, and the Products at your own risk.

12.6. IN NO EVENT BITRIX24 SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION), UNDER ANY THEORY OF LIABILITY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE SERVICES, AND THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, (I) THE USE OF, OR INABILITY TO USE THE WEBSITE, THE SERVICES, AND THE PRODUCTS FOR ANY REASON, WITHOUT NOTICE, (II) THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THE WEBSITE, THE SERVICES, OR THE PRODUCTS, (III) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (IV) ANY INFORMATION THAT IS SENT OR RECEIVED, OR NOT SENT OR RECEIVED, (V) ANY FAILURE TO STORE DATA, ANY LOSS OF DATA, LOSS OR DAMAGE TO FILES, AND THE USER CONTENT AVAILABLE THROUGH THE WEBSITE, THE SERVICES, AND THE PRODUCTS THAT ARE DELAYED OR INTERRUPTED, EVEN IF BITRIX24 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (VI) ANY NONPERFORMANCE, DELAY, ERROR, DATA LOSS OR OTHER LOSS CAUSED BY ANY EVENTS OR CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL OF BITRIX24. YOU AGREE THAT NEITHER BITRIX24 NOR ITS THIRD PARTY PROVIDERS WILL BE LIABLE TO YOU IN ANY WAY FOR THE TERMINATION, SUSPENSION, INTERRUPTION, DELAY OF ANY OF THE WEBSITE, THE SERVICES, AND THE PRODUCTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY OF BITRIX24 FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT OR IN TORT, AND REGARDLESS OF WHETHER BITRIX24 HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR THE TYPE OF CLAIM, CONTRACT, OR TORT, WILL NOT EXCEED THE AMOUNT PAID BY YOU TO BITRIX24 IN THE TWO-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE AND WILL BE LIMITED TO A SUM EQUAL TO 1000 US DOLLARS (OR 10 US DOLLARS IN THE CASE OF A FREE PLAN).

12.7. Any action brought against Bitrix24 pertaining to or in connection with the Website, the Services, and the Products must be commenced and notified to Bitrix24 in writing within one (1) year after the date the cause for action arose.

12.8. Notwithstanding anything to the contrary in the foregoing, in no circumstances may Bitrix24 be considered as a “publisher” of any User Content, does not in any way endorse any User Content, and assumes no liability for any User Content uploaded, posted, published and/or made available by any user or any other party on and/or through the Website, the Services, and the Products, for any use by any party, or for any loss, deletion or damage thereto or thereof or any loss, damage, cost or expense that you or others may suffer or incur as a result of or in connection with publishing, accessing and/or relying on any User Content. Furthermore, Bitrix24 shall not be liable for any mistakes, defamation, libel, falsehoods, obscenity, pornography, incitement and/or any other unlawful and/or infringing User Content you or any other party may encounter. Bitrix24 does not recommend the use of the Website, the Services, and the Products for hosting of personal content and shall not bear any security or integrity obligations or risks regarding breach or damage to any such content.

### **13. Your Warranties.**

13.1. You hereby warrant that: (i) all information provided by you to Bitrix24 in connection with the Website, the Services, and the Products is true, accurate, correct, and up to date; (ii) you have full power and authority to enter into these Terms of Service; (iii) you are of legal age to form a binding contract with Bitrix24; (iv) you will seek all necessary governmental approvals required to effectuate these Terms of Service; (v) you shall perform all of your obligations under these Terms of Service in accordance with applicable laws; and (vi) your editorial, text, graphic, audiovisual, and other content that is available to end users of the Website, the Services, and the Products and that is not provided by Bitrix24 do not (1) infringe any intellectual property rights of any third party, (2) constitute defamation, libel or obscenity, (3) result in any consumer fraud, product liability, breach of contract to which you are a party or cause injury to any third party, (4) promote violence or contain hate speech, (5) violate any applicable law, statute, ordinance, or regulations, or (6) contain adult content or promote illegal activities.

13.2. You hereby agree that you are responsible and assume any risks if by any reason the Website, the Services, and the Products made available breach national law of your country.

13.3. The Website, the Services, and the Products are subject to the United States and European Union export controls. Thus, the Website, the Services, and the Products may not be exported or re-exported (i) into (or to a national or resident of) U.S.-embargoed country or region (currently Crimea - Region of Ukraine, Cuba, Iran, North Korea, Sudan, and Syria) or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. By using the Website, the Services, and the Products, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

### **14. Feedback.**

You may from time to time provide suggestions, comments or other feedback to Bitrix24 with respect to the Website, the Products, or the Services (hereinafter “**Feedback**”). You agree that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for Bitrix24. Bitrix24 shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to you. The foregoing shall not, however, affect either party’s obligations hereunder with respect to the information protected pursuant to the Privacy Policy.

### **15. Copyright Infringement.**



15.1. It is Bitrix24 policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act). If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Bitrix24 Copyright Agent with the written information specified below. (Please note that this procedure is exclusively for notifying Bitrix24 that your copyrighted material has been infringed.)

- a. An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed upon;
- c. A description of where the material that you claim is infringing is located on the Website;
- d. Your address, telephone number, and email address;
- e. 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; and
- f. 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.

15.2. Bitrix24's Copyright Agent for notice of claims of copyright infringement on the Website can be reached as follows: Dmitri Dubograev at [info@legal-counsels.com](mailto:info@legal-counsels.com).

15.3. In compliance with the Digital Millennium Copyright Act, Bitrix24 at its own discretion may terminate the User Accounts of those about whom Bitrix24 has received more than one takedown notification that resulted in the permanent removal of such User Content (the "Repeat Infringers"). You hereby acknowledge and agree that Bitrix24 expressly reserves the right to terminate the User Accounts if, in its sole discretion, Bitrix24 believes that the User Account infringers third party intellectual property rights, including the User Accounts of the Repeat Infringers.

## **16. Updates of the Website, the Services, and the Products.**

16.1. You recognize and agree to the condition that the Website, the Services, and the Products will be updated and modified from time to time. These modifications may take the form of bug fixes, enhanced functions, new modules, changes in the user interface, conformity to new regulations, or other forms. Such updates and modifications can be made without advanced notice.

16.2. If you download the Products, it may automatically download and install subsequent updates for such Products. These updates are designed to improve, enhance and further develop the Products and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Bitrix24 to deliver these to you) as part of your use of the Website, the Services, and the Products.

## **17. Publicly-Edited Sections.**

17.1. The Website may contain pages or sections which may be edited by and are visible for all visitors of the Website, including, but not limited to, forums, chats, guestbook and comments ("**Publicly-Edited Sections**"). Discretion should be used in entering Personal Information within Publicly-Edited Sections, as it may be viewed by third parties. Use of Personal Information contained in the Publicly-Edited Sections are subject to the Privacy Policy.

17.2. Bitrix24 reserves the right to modify and/or delete any message submitted to the Publicly-Edited Sections, at its sole discretion, at any time and for any reason, including, but not limited to, material which in Bitrix24' opinion:

- a. may constitute libel, defamation, invasion of privacy, or is obscene, pornographic, abusive, or threatening;
- b. may infringe any intellectual property or other right of any entity or person;

- c. may violate any applicable law or advocates illegal activity;
- d. advertises or otherwise solicits funds or is a solicitation for goods, services, advertisers or sponsors or otherwise engages in commercial activity;
- e. disrupts the normal flow of dialogue or otherwise acts in a way which affects the ability of other people to engage in real time activities via Website;
- f. includes programs which may contain viruses, worms, trojan horses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication;
- g. violates any policy or regulation established from time to time regarding use of the Website, the Services, and the Products or any networks connected to the Website; or
- h. contains links to other sites that contain the kind of content which falls within the descriptions set out in (a) to (g) above.

#### **18. Unlawful or Prohibited Use.**

18.1. You may not use the Website, the Services, and the Products for any purpose that is unlawful, prohibited by these Terms of Service, or in any way interferes or attempts to interfere with the proper working of the Website, the Services, and the Products. You may not use the Website, the Services, and the Products in any manner that could damage, disable, overburden, or impair the Website, the Services, and the Products, or that interferes with any third party's use and enjoyment of the Website, the Services, and the Products. You agree that you:

- a. will not use any third-party software that intercepts, "mines," or otherwise collects information from or through the Website, the Services, and the Products;
- b. will not institute, assist, or become involved in an attack upon any Bitrix24 server or otherwise attempt to disrupt the Bitrix24 servers, which would be a violation of criminal and civil laws; and should such an attempt be made or assistance for such an attack be provided, Bitrix24 reserves the right to seek damages from any such user to the fullest extent permitted by law;
- c. will not submit, transmit or display any disparaging information about Bitrix24, the Website, the Services, and the Products or any third party in a context, which may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; gender; religion; nationality; disability; sexual orientation; or age; or which otherwise violates the Bitrix24's Intellectual Property or the rights of any third party; and
- d. will not upload to the Website, to the Services and to the Products or otherwise use them to design, develop, distribute and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; and
- e. will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Bitrix24 Services or Bitrix24's systems or networks connected to the Bitrix24 Services, or otherwise interfere with or disrupt the operation of any of the Bitrix24 Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks.
- f. will not use the Website, the Services, and the Products in connection with any form of spam, unsolicited mail, fraud, scam, phishing, "chain letters," "pyramid schemes" or similar conduct, or otherwise engage in unethical marketing or advertising.

18.2. If you violate any provision of these Terms of Service, or engage in any other behavior Bitrix24 deems abusive or inappropriate, Bitrix24 may take action against your User Account or your Bitrix24.Sites. Bitrix24 reserves the right to remove any User

Content and suspend your User Account or your Bitrix24.Sites without any refund of any amounts paid for the Website, the Services, and the Products, without notice, at any time and for any reason. Bitrix24 reserves the right to enforce, or not enforce, these Terms of Service in its sole discretion.

#### **19. Indemnification.**

You hereby agree to indemnify and hold harmless Bitrix24, its affiliates, licensors and licensees, its officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Service.

#### **20. Linking to the Website.**

Linking to the Website is permitted provided that you comply with the following rules. You may link to the home page of the Website or to any other page of the Website. However, you are not allowed to use in-line linking (or hot-linking) or framing. You must not imply that Bitrix24 endorses or sponsors the linker or its website, products or services. You must not use the Bitrix24's Intellectual Property without advance written permission from Bitrix24. Furthermore, you agree to remove the link at any time upon Bitrix24's request.

#### **21. Account deletion.**

If the service plan is free (either originally or converted) and completely inactive over the course of 30 days, a User Account is 'archived', and it can be retrieved only by an administrator account (a user with administrator rights). To retrieve the User Account, an administrator simply needs to log in. If no administrator logs in for another 15 days after the instance has been 'archived', the User Account will be deleted.

#### **22. Assignment.**

Bitrix24 may assign or delegate these Terms of Service, in whole or in part, to any person or entity at any time subject to prior notification. You, however, may not assign or delegate any rights or obligations under these Terms of Service without Bitrix24's prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

#### **23. Agreement to Deal Electronically.**

All transactions pertaining to the Website, the Services, and the Products can be conducted and executed electronically. We may keep records of any type of communication conducted via the Website. All electronic records are deemed sent when they are properly addressed to the recipient and the record enters an information processing system outside the control of the sender or the record enters a region of an information processing system under the recipient's control. All electronic records are received when the record enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent, in a form capable of being processed by that system, and from which the recipient is able to retrieve the electronic record.

#### **24. Injunctive Relief.**

You acknowledge and agree that any violation or breach of these Terms of Service may cause Bitrix24 immediate and irreparable harm and damages. As a result, Bitrix24 has the right to, and may in its discretion, immediately obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek permanent injunctive relief regarding any violation or breach of these Terms of Service. In addition to any and all other remedies available to Bitrix24 in law or in equity, Bitrix24 may seek specific performance of any term in these Terms of Service.

#### **25. Severability.**

These Terms of Service will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of these Terms of Service are held to be invalid or unenforceable under applicable law to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of these Terms of Service.

## **26. Data Protection**

26.1. All Personal information that Bitrix24 may use will be collected, processed, and held in accordance with the provisions of the local Data Protection legislation of Virginia, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”), and user’s rights under the Data Protection Legislation. You can find more information about our GDPR compliance at our [GDPR section](#).

26.2. Please read the [Privacy Policy](#) (the “Privacy Policy”), which describes how Bitrix24 collects, uses, discloses, manages and stores users’ personally identifiable information (“Personal Information”).

26.3 Bitrix24 processes any Users-of-Users Personal Data (as defined in the DPA) subject to the applicable Data Protection Legislation (as defined in the DPA), on Your behalf, under Your instructions in the provision of the Service and the terms of the [Data Processing Agreement](#) (the “DPA”), which are hereby incorporated by reference, and the parties agree to comply with such terms.

26.4 You are responsible for and must secure all necessary notices, permissions, and consents to collect, use, and share people’s content and information, including maintaining a published privacy policy, and otherwise complying with applicable law.

26.5 If you are a visitor, user or customer of any of our Users, and would like to make any requests or queries regarding your Personal Information, please contact such User(s) directly. For example, if you wish to access, correct, amend, or delete inaccurate information processed by Bitrix24 on behalf of its Users, please direct your query to the relevant User (who is the "Controller" of such data). If requested to remove any Users-of-Users Personal Information, we will respond to such request within thirty (30) days.

26.3. If you choose to access, install, download or purchase Third Party Materials provided by Marketplace Sellers, these Sellers will also collect, hold, and process your Personal information in the course of transactions (for example, your name, email address, and postal address).

26.4. Users must only use the personal data of other users to the extent necessary to complete a transaction, to communicate about a specific transaction, to communicate via our Marketplace, and/or to respond to messages from them. You may not add any user to a mailing list, use their data for marketing, or retain any payment details. You may only use another user’s personal data for additional purposes with their consent.

## **27. Applicable Law.**

These Terms of Service shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws rules. You agree to the exclusive jurisdiction of the courts of the Commonwealth of Virginia for any claim or cause of action arising out of, or relating to or in connection with these Terms of Service or the Website, the Services, and the Products.

## **28. Contracting Party**

Bitrix24 entity entering into this Agreement and address for user notifications depend on your country and, unless otherwise specified in user’s invoice, should be defined in accordance with the following:

<b>Your Country</b>	<b>Entity entering into this Agreement</b>	<b>Notification address</b>
Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Liechtenstein, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Sweden, United Kingdom, Vatican	Bitrix24 Ltd. Poseidonos, 1 LEDRA BUSINESS CENTER Egkomi,2406, Nicosia, Cyprus	privacy@bitrix24.eu
All other countries, except mentioned above and except Armenia, Azerbaijan, Belarus, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldova, Russian Federation, Tajikistan, Turkmenistan, Ukraine, Uzbekistan	Bitrix, Inc. 901 N. Pitt str, Suite 325, Alexandria, VA 22314, USA	privacy@bitrix24.com