

## TERMS OF SERVICE

Last Updated: February 22, 2024

Effective on: February 22, 2024

**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 CONTAIN A CLASS ACTIONS WAIVER GOVERNING DISPUTES ARISING FROM USE OF THE BITRIX24 WEBSITE, SERVICES, AND PRODUCTS, WHICH AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE WAIVER OF CLASS ACTION SECTION BELOW.

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

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**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, an individual, either acting on your own behalf and in your own interests, or acting on behalf of a legal entity ("Customer", "you", "your", or "user"), and the applicable Bitrix24 contracting entity ("Bitrix24", "we", "our", or "us") as specified in the Contracting Entity Section herein 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. Unauthorized reproduction or distribution of the Products is expressly prohibited by law and may result in civil and criminal penalties. Violators may be prosecuted.

1.3. By accessing and using this website <http://www.bitrix24.com>, <http://www.bitrix24.eu> or <https://www.bitrix24.in> ) 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. The terms of this Agreement may be updated by Bitrix24 from time to time without notice. In case of the major changes, you will be provided with advance notification of the changes through a prominent notice within the Service and/or by email communication as set forth in section 34. Contact information. Contracting Entity. The amended Terms of Service will take effect upon the date mentioned above on the top of this page, unless otherwise provided in a notification to you. Please check these Terms of Service periodically for changes.

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 notification at its sole discretion.

**2. Provision of Services. Users' Obligations.**

2.1. You agree to use the Website, the Services, and the Products only for your internal business 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.

2.2. You shall only use the Website, the Services, and the Products in geographies supported by Bitrix24 as specified in the Contracting Entity Section herein (the "Territories").

Bitrix24 reserves the right to deny your access to the Services and the Products and terminate your Bitrix24 Customer Account if it determines that you are using the Services and the Products outside the Territories. This determination may be based on factors such as the country indicated in your billing address, your IP address location, or the domain names You are using.

By accessing or using the Website, the Services, and the Products, you confirm that you are a resident of one of the specified Territories. Bitrix24 does not offer the Services and the Products to the entities residing outside of specified Territories.

Bitrix24 has the right to verify your residency and may request additional documentation or information to confirm your eligibility to use the Website, the Services, and the Products.

The failure to provide satisfactory proof of residency may result in terminating your Bitrix24 Customer Account and denying access to the Website, the Services, and the Products.

2.3. You shall not use the functionality features of the Services that are legally prohibited under the laws of the country in which you are resident or from which you access or use the Services.

### **3. User Account. Administrator. Bitrix24 Customer Account.**

3.1. Bitrix24 requires any user to create its 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/or legal entity you represent 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.

3.2. User Account created and owned by Administrator is deemed to be the Administrator User Account. The Administrator is either a Customer or a user acting on behalf of a Customer, and having administrative privileges (the "Administrator"), which include, without limitation:

- (1) a right to accept notifications, terms and conditions on behalf of a Bitrix24 Customer;
  - (2) a right to delete (dismiss) users and their User Content and Personal Information;
  - (3) a right to delete (dismiss) Administrator User Accounts;
  - (4) a right to delete the Bitrix24 Customer Account (as defined below) and all its content;
  - (5) a right to enable the additional function "Multiple branches" as set forth in the Rules in section 9.1.1.(c); and
  - (6) a right to grant users the status of the Administrator, with the granting of the privileges specified in this clause (if the corresponding functionality feature is available).
- The Administrators be, and each of them hereby is, authorized to exercise its full scope of powers independently and solely (autonomously from the other Administrators) in the name and on behalf of the Customer.

The Administrator may be changed at any time through control panel of the Bitrix24 Customer's Account.

3.3. The Service itself, including any Additional functions, all User Accounts, all Administrator User Accounts, uploaded User Content and Personal Information, and other related information, having specified domain name, are referred to as "***Bitrix24 Customer Account***".

3.4. Number of users within the specific Bitrix24 Customer Account is determined based on the Service Plan (as defined below).

3.5. Hereinafter, the Administrator User Account and User Account are collectively referred to as the “**User Account**”, unless otherwise noted. After you accept these Terms of Service your User Account will be established.

3.6. 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.

3.7. 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 “Contact information. Contracting Entity” section below.

#### **4. Use of the Services by you and your users. User Responsibility.**

4.1. 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 the Website, the Services, or the Products.

4.2. 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 [above](#)), 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.

4.3. 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.

4.4. You shall ensure that you, your Administrator(s) and your users adhere to and comply with all the terms and conditions stipulated in this Agreement. You are responsible for your and your users’ access to and use of the Website, the Services, or the Products. All activities conducted within your Bitrix24 Customer Account by your users fall under your responsibility, and you must ensure their adherence to the terms and conditions outlined in this Agreement and all relevant Bitrix24 policies. It is acknowledged that you, or your Administrator(s) in cases where your identification is challenging, are accountable for the actions and omissions of the users to whom access to your Bitrix24 Customer Account is granted, enabled, or otherwise provided.

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

5.1. User may upload data, information, material, and documents, including Electronic documents (whether signed or not), to be stored on the Bitrix24 Customer Account they are connected to (the “**User Content**”). 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 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.

5.3. Customer owns 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.

5.4. 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 Customers 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 the [Support Section](#) on the Website.

## **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 fees, if any, to Bitrix24.

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 as specified in [Pricing Section](#) on the Website (the "**Service Plan**").

7.3. Bitrix24 does not represent or warrant that a particular Service Plan will be offered indefinitely and, to the fullest extent permitted under applicable laws, reserves the right to change the fees for or alter the features in a particular Service Plan with further transforming them into "archived" status (the "Archived plans", and together with "Service Plan" - the "Plan(s)") without prior notification.

7.4. Bitrix24 has the right at its sole discretion to modify, restructure or terminate any Service Plan or Archived Plan, including to determine that continued sale or support for any of them is no longer economically practicable and/or transfer your Bitrix24 Customer Account from Archived Plan to a Service Plan with no less functionality than the functionality of your Archived Plan. Upon transfer, we may change your fees in accordance with the then-current list price set out in our [Pricing Section](#) on the Website. Any fees changes will not apply until the expiry of your then-current billing period.

7.5. **No Refunds.** Customer pays Bitrix24 all fees associated with its Service Plan or use of the Services and the Products. Customer's payments are not fully or partially refundable.

7.6. Upon expiration of a commercial subscription term, a 15-day period is provided, during which you may purchase a new subscription to a Service Plan while your Bitrix24 Customer Account remains active (the «**Grace period**»). A new subscription term starts at the moment when the previous one expires.

7.7. Upon expiration of a commercial subscription term, and if you wish to proceed using your Bitrix24 Customer Account under a Free or cheaper Service Plan, and to avoid suspension of your Bitrix24 Customer Account in the manner prescribed by Section 21.3. of these Terms of Service, the Administrator must manually identify and delete all the User Content, incompatible with a Free Plan or cheaper Service Plan using the “**Plan compatibility check**”, which is a tool that provides an Administrator with the ability to identify such type of User Content that cannot be transferred when switching to a Service Plan with less functionality and/or lower limits (the “**cheaper Service Plan**”).

**7.8. Transitions.** The Administrator may have an opportunity to make a transition from one Service Plan to another one subject to the restrictions set forth in the Transition Rules, which are an integral part of these Terms of Service and are available at [https://www.bitrix24.com/terms/transition\\_rules.php](https://www.bitrix24.com/terms/transition_rules.php). If you choose to downgrade your Service Plan (including select a Free plan), you may cause the loss of User Content or features for your Bitrix24 Customer Account. Bitrix24 does not accept any liability for such loss.

**7.9. Price changes.** Bitrix24 reserves the right to change prices for any Services and/or Products at any time, or may elect to provide the Services and/or the Products that are currently available free of charge for a fee. Before we change the fees in effect or add new fees, we will give you advance notice of at least fifteen (15) days.

If you don't agree to such changes, you must cancel your subscription or terminate the Agreement in accordance with Section 8 of these Terms of Service. If you cancel your subscription, your subscription ends at the end of your current subscription term or payment period, and no refunds for previously paid Services and/or Products will be issued.

**7.10. Automatic renewal of your subscription.** You agree that if you purchase any subscription or other services for your Bitrix24 Customer 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 Bitrix24 Customer Account.

If you purchase a Service Plan with automatic subscription renewal, you agree to pay fees quoted to you, which may be changed at Bitrix24's sole discretion. If you don't agree to these changes, you must cancel your subscription to the Service Plan during your current billing period otherwise your subscription will be automatically renewed at the then-current price and term length for the next subscription term.

**7.11.** Delivery of the Services and the Products, if any, shall be made at the moment of payment. 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 Bitrix24 Customer Account, or changes in the amount of applicable sales tax/VAT/GST etc., and you authorize us to bill you for such varying amounts.

**7.12. Tax deducted at source in India.** If you are a Bitrix24 India Private Limited Customer please pay attention that your potential tax obligations regarding Income Tax deducted at source may vary depending on your chosen payment method:

(1) Payments through bank transfers.

If you are required by law to withhold Income Tax, you must provide us with a withholding tax certificate promptly.

(2) Payments through other payment methods.

In this case, please be aware that the quoted fees do not include any tax deductions at the source. It is your responsibility to remit the relevant taxes in accordance with the provisions outlined in the Income Tax Act and to provide us with the withholding tax certificate promptly. This process enables us to facilitate the refund of the deposited withholding tax amount to you.

7.13. 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.

## **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 part thereof (including any features of the Services), or terminate these Terms of Service with you at any time, upon notice, and without any liability to Bitrix24 whatsoever. In such cases, Bitrix24 has no obligation to make any refunds as set forth in section 7.2.

8.2. If you want to terminate these Terms of Service and delete your Bitrix24 Customer Account, you may do so by notifying Bitrix24 at any time in writing at the address provided in "Contact information. Contracting Entity" section below. You are solely responsible for terminating your Bitrix24 Customer Account. Your Bitrix24 Customer Account will be deleted in accordance with Section 21.3.5. of these Terms of Service.

8.3. Without prejudice to any other rights, these Terms of Service will terminate automatically (except for those provisions that shall survive): (1) if you fail to comply with any of the limitations or other requirements described herein, or (2) if we have reasons to believe that your use of the Website or the Service (or any part thereof) may create risks for Bitrix24 business, (3) if any third-party software, service, or technology used for the operation of the Website, the Services, or the Products terminates or substantially changes their provision terms, (4) if there are any critical amendments in the current legislation or regulations of state bodies that affect Bitrix24 which result in impossibility or excessively difficult provision of the Website, the Services, or the Products, (5) in the force majeure circumstances (Force Majeure) as described in the Force Majeure 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. Additional functions. Links to other websites and Third Party Materials.**

### **9.1. Additional functions**

9.1.1. Bitrix24 offers different additional functions which might be activated and deactivated by user, having relevant access rights, and/or by Administrator ("***Additional functions***"). Additional functions might be provided by Bitrix24 or third parties, for an extra fee or free of charge. Usage of some Additional functions might require updating of the Website and the Services. By using any of the Additional functions, you acknowledge and agree to comply with the applicable rules and requirements ("***Rules***") and any applicable law, regulation or generally accepted practices or guidelines within relevant jurisdictions.

Rules applicable to Additional functions are integral parts of these Terms of Service and can be found at the following links:

9.1.1. (a) [Rules for Bitrix24.Sites](#)

9.1.1. (b) [Rules for Bitrix24 Contact Center](#)



9.1.1. (c) Rules for Multiple branches

9.1.1. (d) Rules for Bitrix24.Sign

9.1.1. (e) Bitrix24 CoPilot Additional Terms

## **9.2. Links to other websites and Third Party Materials.**

9.2.1. Bitrix24 may also provide links to other websites and/or third party products and services, that are not under the control of Bitrix24, including, but not limited, the Telephony, VMA, services available through the Bitrix24 Marketplace, (as explained below, and together, “**Third Party Materials**”). Such links are provided 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.

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.

Hereby, you acknowledge and agree that any third party which provides any Additional functions or Third Party Materials may suspend or discontinue any of their products and services on its own discretion at any time without notice, which will result in disabling of corresponding features. In any case, Bitrix24 has no liability for such suspension or discontinuation.

9.2.2. For some jurisdictions, you can purchase for your Bitrix24 Customer Account telephony or Voice over Internet Protocol Telephony (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 Bitrix24 Customer Account or telephone number is terminated or suspended for any reason, you may not be able to use remaining Telephony credits.

9.2.3. 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>).

9.2.4. Bitrix24 is not responsible in any way for the Third Party Materials.

9.2.5. 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.

## **9.3. Bitrix24 Marketplace**

9.3.1. 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:

(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;

(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;

(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;

(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

(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), the User Content, and the Customers’ Electronic documents.

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. NO WARRANTIES. LIMITATION ON LIABILITY. DISCLAIMERS.**

12.1. THE WEBSITE, THE SERVICES, THE PRODUCTS, AND DOCUMENTATION 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, User Content, and Electronic documents 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 Account 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, LOST PROFITS, 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 OR ELECTRONIC DOCUMENT 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, WHICHEVER IS LESS (OR 10 US DOLLARS IN THE CASE OF A FREE PLAN). THIS LIMIT CAN NOT BE ENLARGED EVEN IF YOU HAVE MORE THAN ONE CLAIM.

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 including when you are acting on behalf of a legal entity; (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.

### **14. Export Control and Compliance with Laws**

14.1. The Website, the Services, and the Products are subject to the United States and European Union export controls and economic sanctions laws and regulations, including but not limited to, the United States Export Administration Regulations ("EAR"), regulations promulgated by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and regulations promulgated by the Council of the European Union ("EU"). Customer acknowledges and agrees that 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 and Covered Regions of Ukraine - Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), Cuba, Iran, North Korea, and Syria) or any other embargoed and restricted countries or territories as may be amended from time to time in accordance with legislation in force; or (ii) to any blocked or denied person, or prohibited end-user under OFAC's list of Specially Designated Nationals, EAR's lists or the EU regulations. 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 embargoed or restricted country or territory or not named on any such list.

14.2. You and Bitrix24 agree to comply with applicable export controls and sanctions laws and regulations, and all other laws, rules, and regulations applicable to the parties under these Terms of Service.

You agree to notify Bitrix24 immediately, in case you or any of your personnel employed by or affiliated with you become subject to any export control and sanctions regulations. Bitrix24 reserves the right to restrict access to the Website, the Services, and the Products at any time without notification or liability in accordance with such laws and regulations.

### **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. Modifications. Limits and technical limitations.**

### **16.1. Limits and technical limitations.**

16.1. You recognize and agree that in relation to the Website, the Services, the Products, or any part thereof (including any features of the Services), and with regard to contents of Service Plans and Archived Plans, Bitrix24 has the right from time to time as we deem appropriate and at our discretion:

(1) to set technical limitations necessary to optimize the operation of the Services and the Products, as well as Bitrix24 equipment and network, without prior and/or subsequent notification to the Administrator;

(2) to change, enhance, upgrade, improve, or modify the functionality of the Website, the Services, and the Products. These modifications may take the form of setting new or modifying existing usage limits (including, but not limited to, the number of users and Administrators, online storage space, maximum file size, pipelines, custom fields, analytical reports, storage capacity limits, email limits, site limits, role limits, search limits etc.), enhancing or removing features, new modules, changes in the user interface, updates, bug fixes, or other forms, as well as changes that reflect imposed regulatory or statutory rules and standards.

16.2. Such updates, modifications, limits, and technical limitations are determined by the Bitrix24 in its reasonable judgment and can be made without prior notice.

16.3. None of these actions can be regarded and is not recognized by the parties as a significant change in these Terms of Service.

16.4. 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.

18.2. 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;

e. will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of any Bitrix24 services or products, or the Website, or Bitrix24's systems, or networks connected to the Bitrix24 services or products, or otherwise interfere with or disrupt the operation of any of the Bitrix24 services or products (or any part thereof) 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.

In case of violation of the present subsection, Bitrix24 reserves the right to suspend your access (in whole or in part) to the Website, the Services, and the Products, or to your Bitrix24 Customer Account or any functionality thereof without any refund of any amounts paid for it, without notice, and without any liability of Bitrix24 whatsoever.

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;

g. will not illegally collect or attempt to collect personal, sensitive, or billing information from other users; and

h. will not perform any actions that may cause or threaten to cause damages or losses to third parties or infringe any third party rights, including by posting information and/or links to network resources.

18.3. 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 Bitrix24 Customer Account or your Bitrix24.Sites. Bitrix24 reserves the right to remove any User Content and suspend your Bitrix24 Customer 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. Suspension and Deletion of the User Account, the Administrator User Account, and the Bitrix24 Customer Account.**

### **21.1. Deletion of the User Account.**

Any user has an option to terminate their User Account, which entails the loss of access to the related Bitrix24 Customer Account. Administrator(s) will be informed about User Profile Deletion Request of the specified User Account.

### 21.2. Deletion of the Administrator User Account.

If you are an Administrator and want to initiate your Administrator User Account deletion, we will resolve your request using the following procedure:

- (1) if you are the only Administrator and the only user in your Bitrix24 Customer Account, then your entire Bitrix24 Customer Account will be deleted and you will lose all the data stored;
- (2) if you are the only Administrator for the Bitrix24 Customer Account, you must assign administrative privileges to another user. In case you do not reassign your administrative privileges, we reserve the right to resolve your deletion request on a case by case basis.
- (3) If you are one of the several Bitrix24 Customer Account Administrators, the other Bitrix24 Customer Account Administrators will be notified immediately about the upcoming deletion of your profile.

### 21.3. Suspension and Deletion of the Bitrix24 Customer Account.

21.3.1. Bitrix24 reserves the right to suspend your Bitrix24 Customer Account (temporary limit access to User Accounts and Administrator Accounts) in the following instances:

- (1) if you fail to comply with terms of these Terms of Service or other requirements described herein;
- (2) non-use of the Bitrix24 Customer Account under the Free Plan (either originally or converted) over the course of fifty (50) calendar days. Upon "non-use" we consider the absence of data in the Bitrix24 archive system about any activity in the Services and the Products within your Bitrix24 Customer Account;
- (3) non-deletion of User Content incompatible with a Free or cheaper Service Plan in accordance with Section 7.7. of these Terms of Service.

21.3.2. To restore access to the Bitrix24 Customer Account suspended based on Section 21.3.1. (3) of these Terms of Service, you should purchase a new commercial subscription with all features and limits required for proper functioning of the suspended Bitrix24 Customer Account.

21.3.3. Bitrix24 reserves the right to delete your Bitrix24 Customer Account and all the data connected (including User Content and all your Electronic documents) without the possibility of recovering any data in the following cases:

- (1) upon expiration of the term specified in section 21.3.1. (2) of these Terms of Service;
- (2) upon expiration of fifty (50) calendar days from the date of suspension of the Bitrix24 Customer Account pursuant to Section 21.3.2. (3) of these Terms of Service.

The domain name of the deleted Bitrix24 Customer Account becomes available for assignment to other customer accounts. Bitrix24 will not be liable for any damages, liabilities, losses (including loss of data or profits), or other consequences that you may be exposed to in connection with the deletion of your Bitrix24 Customer Account.

21.3.4. The Administrator may initiate deletion of the Bitrix24 Customer Account by first dismissing other Administrators, if any, subject to the availability of such feature. In this case, the Bitrix24 Customer Account will be made inactive immediately and completely deleted over the course of 90 (ninety) calendar days. This will entail deletion of all the connected User Accounts, User Content, and Electronic documents.

21.3.5. When deleting the Bitrix24 Customer Account in any cases, no refund is granted.

### 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 all applicable national, governmental, quasi-governmental and/or local data protection laws and regulations, including but not limited to EU Regulation 2016/679 General Data Protection Regulation ("GDPR"), (together "Data Protection Legislation") and according to Bitrix24 Privacy Policy (the "Privacy Policy") available at <https://www.bitrix24.com/privacy/>.

26.2. Please read the Privacy Policy (the "Privacy Policy"), which describes how Bitrix24 collects, uses, discloses, manages, and stores users' Personal Information.

26.3 Bitrix24 processes any users-of-users Personal Information 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.

26.6. 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).

26.7. 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 Information for additional purposes with their consent.

#### **27. Waiver.**

The waiver by any party of any breach of the provisions of these Terms of Service does not waive any other breach. Except as otherwise set forth in these Terms of Service, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Terms of Service will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

#### **28. 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.

#### **29. 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.

#### **30. Early Dispute Resolution.**

Most disputes, differences, or controversies of whatever nature between the parties, howsoever arising under, out of or in relation to this Agreement can be resolved amicably without resorting to legal action. If a dispute arises, you should first submit us written notification at [info@bitrix24.com](mailto:info@bitrix24.com) and state a description of the dispute and any other necessary information ("Notice of Dispute"). The parties shall make good faith efforts to resolve the dispute by mutual agreement within thirty-five (35) business days following receipt of the Notice of Dispute before proceeding to any legal action.

#### **31. Class Action Waiver.**

EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY, AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR IS AGAINST PUBLIC POLICY. If any of the foregoing provisions is determined by a court or arbitrator to be inapplicable or unenforceable with respect to a dispute, you and we agree that, subject to the foregoing arbitration provisions, jurisdiction over and venue of any suit will be exclusively in the courts of the Commonwealth of Virginia.

Bitrix24 will not seek attorney's fees and costs, unless the court determines that your claims are frivolous. Unless the arbitration rules and/or applicable law provide otherwise, you are responsible for your own attorneys' fees.

#### **32. Force Majeure.**

Except for any payment obligations, neither party will be responsible for failure or delay to perform any obligation under these Terms of Service to the extent such failure is caused by a force majeure event (including an act of war, civil disturbance, hostility, strike, or sabotage; natural disasters, act of God; electrical, internet, or

telecommunication outage that is not caused by the obligated party; government restrictions of action by governmental entity; or other event outside the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to mitigate the effect of a force majeure event. If possible, obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

### **33. Right to Audit.**

During the term of this Agreement, Bitrix24 may audit the way you use the Website, the Services, and the Products to ensure compliance with this Agreement upon reasonable prior notice as well as require you to present a usage report with no interference in your business operations. Notwithstanding the foregoing, the parties agree that Bitrix24 may conduct an audit at any time, in the event of (i) audits required by Bitrix24's governmental or regulatory authorities, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, or (iii) Bitrix24 reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to Bitrix24's business. You shall cooperate in any such inspection.

### **34. Contact information. Contracting Entity.**

34.1. Bitrix24 may send you legally significant notifications (including connected with these Terms of Service) through: (1) a prominent notification inside the Service; (2) to the email indicated in the Administrator's profile in the Bitrix24 Customer Account. Administrator must keep their e-mail accurate and up to date. Bitrix24 is not liable for Administrator's inability to receive any significant notifications.

34.2. **Contracting Entity.** Bitrix24 entity entering into this Agreement and address for Administrator's notifications depend on the country where you reside, and, unless otherwise specified in your invoice, should be defined in accordance with the following:

<b>Your Country (Territories)</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, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Sweden, Switzerland, United Kingdom, Vatican	Bitrix24 Limited  Frema House, office 102, No. 9, Constantinou Paparigopoulou Str., 3106, Limassol, Cyprus	privacy@bitrix24.eu
India	<b>Bitrix24 India Private Limited</b>  #66/1, Coles Road, C Stn F4, Benson Town, Bangalore, Bangalore North, Karnataka, India, 560046	privacy@bitrix24.in

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