

# Terms and Conditions

## Implemented June, 1 2022

This page tells you the terms on which you may use our platform, whether as registered user or guest.

[Webs.li](#) and projects related to [Webs.li](#) – [Lnd.li](#), [Donate.re](#) is a content sharing platform that enables creators to connect their audiences with their most recent and relevant content.

Using "Webs.li" or the Platform in the text means the equivalent functionality of any of the three projects mentioned above.

### Further in the text, the terms are found in the following meaning:

**Platform** – the website and functionality of any of the websites [Webs.li](#), [Lnd.li](#), [Donate.re](#)

**Platform user** – any natural person who decided to register a Personal account on the Platform and use its functions

**Personal account** - a set of protected website pages that were created as a result of the Platform User entering their data into the registration form on the Platform's sites and with the help of which they have the opportunity to create their User Profile and customize it.

**User profile** – a web page placed on the Internet with a short bio link (link), created by the User of the platform for posting his content.

**Subscriber (guest, end user)** is a visitor to the User Profile

**Services** – functions of the Platform that the User of the Platform can use for their needs

## 1. Description of Service

[Webs.li](#) and related projects: [Lnd.li](#), [Donate.re](#) (together our “**Platform**”) is a platform, it is not a financial institution, merchant, creditor, charity, advisor or broker of any kind. Platform is designed to allow a Platform Users (to persons registered on the website) to register and customise a page such as [PageName.webs.li](#). Platform Users (content author) can customise the page with images, text and video and use the page to facilitate the acceptance of monetary Donations (“**Donations**”), the sale products (the “**Shop**”), Memberships (“**Memberships**”) and other forms of author content which shall be collectively referred to as “**User Profiles**”.

Supporters (any visitors to the site) are able to follow, donate, purchase or subscribe to receive content from the author (Platform User).

## 2. Acceptance of Terms

By accessing this platform, you are agreeing to be bound by these terms of use and agree that you are responsible for compliance with any applicable local laws.

You are also agreeing to be bound by the terms and conditions of the services you connect your User Profile with such as [PayPal](#), [Stripe](#), [WayForPay](#), [Google](#), [Facebook](#), [TikTok](#), and other.

These Terms (and the policies we link to) apply to your use of our website <https://webs.li> and related projects: <https://lnd.li>, <https://donate.re>, (hereinafter "Site") apps and any other software or features provided in connection with our services (collectively the “Platform”). When we say “we”, “our” or “us” in these terms, we mean all projects of our group.

If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this platform are protected by applicable copyright and trademark law.

### **3. Registration**

#### **3.1. Your account**

To create an account and become a Platform user, you must be at least 18. If you're creating an account on behalf of someone else, you must have their permission to do so. You're responsible for your account and using it in a lawful way.

When you create an account, you agree to comply with these Terms and that you're (i) over 18, and (ii) legally able to enter these Terms with us. You must provide us with accurate info about yourself — if anything changes, please let us know so we can update your details.

If you're using Platform on behalf of a business or individual, you agree that you're authorised by them to act and agree to these Terms on their behalf.

You're responsible for anything that happens to your account, so keep your login details and password safe and don't share them with anyone. If you think your account has been compromised, please contact us immediately.

You must not assign or transfer your account to someone else, or use your account (or allow it to be used by anyone) in a way which in our reasonable opinion, causes damage to Platform or our reputation, or infringes another's rights or applicable laws and regulations.

#### **3.2. Your username**

The username you choose must be appropriate for everyone and cannot infringe someone else's rights, that your username is appropriate for all audiences and doesn't infringe anyone's rights, including intellectual property rights (such as copyright and trade marks).

You can't use the name of another person (such as a celebrity), brand or company, have a username that is offensive, vulgar or obscene, or create an account with a username that you have no connection with just to profit from it in the future.

If any of these issues occur over your username, we'll consider the circumstances reasonably and may require you to change it (and we may reassign it to someone else). If you refuse, we may suspend or cancel your account. If someone claims that your username infringes their IP Rights, they'll need to write to us and you'll have the chance to then issue a Counter Notice.

### **4. Content and Services**

#### **4.1. Content Guidelines**

The following types of content are prohibited for publication on the biolinks of our Platform

- Adult: pornography, use of pictures, videos and other forms of media files containing nudity in a sexual context and/or exposed genitalia;
- Copyrighted Content: any content protected under Intellectual Property laws that you do not own the rights to;
- Black-Hat SEO/Spam Content: any content that aims to gain search engine rankings, likes or provide irrelevant advertisements;
- Illegal Content: any sort of content that may infringe upon current legislation of the United States or other countries;
- Phishing: any sort of content that may induce users to provide their personal data for inappropriate use that may be harmful to them or illegal;
- Scams: dubious schemes (e.g. financial pyramids) that promise getting-rich-quick;
- Harmful Content: any content that may be harmful to health of its users, for example, the one causing seizures;

- **Illegal Products Promotion:** content referring to promotion or advertising of products that are prohibited for sale or restricted under current legislation, including weapons, drugs, counterfeit goods, stolen items and items that violate privacy rights or may be considered offensive.

#### **4.2. Third-party links, sites, and services**

Webs.li may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Platform. We don't endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third-party website, service, or content from Platform, you do so at your own risk and you agree that Platform has no liability arising from your use of or access to any third party website, service, or content.

#### **4.3. Third Party Services**

Webs.li may provide you with a number of Third-Party Services, such as domain registrars, website building tools, applications, design services, and other services.

In terms of Third-Party Services, Webs.li acts solely as an intermediary and is not responsible or liable for Services provided by Third Parties. Thus, Webs.li will not in any way be involved in transaction, communication or any other interaction with Third Parties.

Webs.li may recommend using certain Third Party Services for better user experience and/or as a part of an extension of Webs.li Services. You hereby agree to use Third Party Services exclusively at your own risk. Any Services rendered in such a manner shall be subject to such legal terms as stipulated by Third-Party Terms and Conditions. We recommend reading them carefully before engaging in any activity with Third Parties.

### **5. Webs.li Intellectual Property**

Webs.li and its Services are protected by copyright, trademark and other proprietary rights of Webs.li. Thus, any content provided by Webs.li is protected by Intellectual property laws, unless it has been uploaded by Users or Third Parties.

Unless manifestly permitted by Webs.li, third-party authors, users, or intellectual property laws, copying, storage, reuse, redistribution, publication or any other form of abuse of copyrightable materials shall be prohibited without referring to initial source.

You agree not to change, translate, or otherwise create derivative works of the services Platform

Nothing in these Terms of Use may be interpreted as a waiver of Webs.li Intellectual Property rights under any law.

### **6. Privacy**

Webs.li may require you to submit certain personal information that will be collected and used exclusively for the purposes of using our Website. By using this Website, you agree to the collection and use of personal information, including processing and storage of such information in other countries and transfer between them by Webs.li, its affiliates, and partners. Read Webs.li [Privacy Policy](#) to find out more about how we collect, store and use your personal information and what measures we take to protect your privacy.

### **7. Service Fees**

#### **7.1. Purchases and Payments**

All users may have access Webs.li for free with the Free plan. In one Webs.li Account with the Free tariff, you can create your bio-link and add up to 7 social network buttons to it, get a QR code on your profile, access to CRM with orders by request, and other functions provided by the free tariff . Once published, these sites will also have Webs.li branding.

Users can also purchase a paid subscription to create a biolink, one of three to choose from, which will have a wider set of features, depending on the tariff, which allows you to connect a domain name, analytics and marketing tools, remove Webs.li branding and more.

Webs.li subscription prices and terms are available on our at <https://webs.li/pricing>.

Fees for Webs.li Services are firm and do not contain any hidden fees. If your bank account or account in the payment system of your choice has been debited with the amount higher than the fee listed on the Website, the difference might be the result of transaction fees or other fees required by your bank or payment system. You hereby agree that Webs.li isn't in any way responsible or liable for additional fees arising from the use of bank or payment systems services. Thus, in case of any deficiencies in the payment amount, please contact your bank or payment system.

Once your payment is confirmed, we will activate or renew your tariff plan

Apart from that, you may be sent any kind of payment confirmation by your bank or payment system. All the prices for Paid Services are listed in U.S. Dollars unless stated otherwise.

### **7.2. Pro Subscription Auto-Renewals**

To provide you with uninterrupted and flawless experience with the Paid Account, we use automatic renewals of subscription for our Services. Thus, you will be charged the applicable Fee for our Services for a renewal period equal to the original subscription period for such Services through the same payment method you have used in making the original payment.

For example, if your original subscription period is one month, each renewal period will be equal to one month. If you don't cancel the subscription for **Webs.li** Services, **Webs.li** will automatically renew the subscription and charge all the next applicable Fees when the period of a previous subscription ends.

If you paid for a half-yearly subscription with a 10% discount or an annual subscription with a 20% discount, then the next subscription charge will occur after 6 or 12 months, respectively, from the date of the initial payment, for the same amount with the discount taken into account.

All subscription fees will be billed in advance on a recurring basis, based on your chosen billing cycle (either monthly or annual). Your paid plan will automatically renew under these Terms (as updated at the time of the renewal) at the end of your billing cycle unless you've cancelled your plan.

You must provide a valid payment method (i.e. credit card) and accurate billing information when you join. In doing so, you authorise us to charge all fees to such payment method. If automatic billing fails, we'll issue you an online invoice, which you must pay within the time indicated.

### **7.3. Our fees**

Linktree transaction fees — We may charge a percentage of all transactions made on your profile (e.g. through our "Shop" or "Donate" features). These transaction fees will differ depending on your plan and will be set out on our [pricing page](#).

You agree that if we charge transaction fees, they will be deducted from the proceeds of your transaction prior to receipt or we bill you for the amount of all fees at the end of the month. You're responsible for paying any external fees and taxes (including withholding taxes) if they apply, and income taxes, associated with payments you receive through the Platform.

### **7.4. Payments**

Our Platform is not a payments provider. Payments are made directly from Supporters to Creators externally to Platform using a third party payment provider (e.g. PayPal, Inc., and Stripe, Inc., WayForPay).

By using Webs.li you are agreeing to be bound by the terms of any third party payment providers associated with the Platform and they will be responsible for all matters relating to payment and use of your card details.

Payment providers may display the personal details of your payments account depending upon your account type even when a Donation is marked 'Private'. You should consult the payment provider directly and prior to using Webs.li should you have any questions or concerns about the information displayed when making a payment.

These services are subject to a processing fee. Each payment processor charges its own processing fees in accordance with its terms and conditions, which you are responsible for reviewing, accepting and complying with. You agree that processing fees will be deducted from the proceeds of your transaction prior to receipt and that Linktree is not responsible for these fees.

We may change our subscription or transaction fees from time to time, but we'll always give you prior notice (and we will aim to do so at least 1 month in advance). If you don't agree to the revised fees, you can cancel your plan before your next billing cycle starts.

### **7.5. Return Policy**

Funds received as a regular subscription for biolink builder services are not returned to the user, and must be used by him in full. If you have other questions about the transfer of funds, contact our specialists at [regtoevent@gmail.com](mailto:regtoevent@gmail.com).

If you have failed to comply with our Content Rules set forth in these Rules above, or have been accused of violating any laws with respect to your content, the Platform reserves the right to block your account, and any unused funds will not be refunded.

## **8. Liability**

### **8.1. Responsibility of the Platform and Users**

The Platform is not responsible for the User's receipt or non-observance of the result that the User expects to achieve by using the Platform and/or services.

The Platform is not responsible for the temporary lack of access of the User or his Subscribers to the Platform, and/or any part of the Platform, and/or any service, as well as the related direct/indirect damages and/or lost profits of the User and/or third parties, loss of information due to use or inability to use the Platform.

The platform is not responsible for the User's losses arising as a result of illegal actions of third parties, including related to unauthorized access to the User's Personal account. The platform is not responsible for damages, caused to the User as a result of the disclosure of Account data to third parties, which was not the fault of the Platform.

Users of the Platform agree that we will not be liable for any damages suffered as a result of using Platform or copying, distributing or downloading Content from the Platform. In no event shall you or we be liable for any indirect, punitive, special, incidental or consequential damages (including loss of business, revenue, profit, use, privacy, data, goodwill or other economic advantage), regardless of whether caused by breach of contract or tort (including negligence), even if the relevant party has been previously advised of the possibility of such damage.

The User of the Platform is solely responsible for adequate security protection and backup of data, content and/or equipment used in connection with the use of the Platform, and does not address claims to the Platform for data loss, re-run time, inaccurate instructions, delays in work delays or lost profits resulting from the use of Platform. Users must not transfer or otherwise dispose of their account to any other person.

We don't become involved in disputes between users, or between users and any third party relating to the use of the services.

We don't oversee the performance or punctuality of pages and contents, and we don't endorse any content users submit to the Site.

When you use the Services, you release Buy Me a Coffee from claims, damages, and demands of every kind — known or unknown, suspected or unsuspected, disclosed or undisclosed — arising out of or in any way related to

such disputes and the Services. All content you access through the Services is at your own risk. You're solely responsible for any resulting damage or loss to any party.

Any royalties or licensing on your content are your responsibility. You will pay all royalties and other amounts owed to any person or entity based on your content, or on sited Paltfom hosting of that content.

## **8.2. Responsibility of Users for Subscribers**

The Users page of the platform may have its own visitors (Subscribers). The way in which Subscribers and interact with the User Profile page and its content is solely responsibility User . This responsibility includes compliance with all laws and regulations in relation to End Users (Subscribers), and the supply of products and services (if any) to Subscribers.

## **8.3. Indemnity**

You agree to defend, indemnify and hold us and anyone on our behalf, including but not limited to, all of our owners, managers, officers, affiliates, employees, licensors, and suppliers harmless against any losses, expenses, costs, claims, damages (including attorneys' fees, expert fees, and other costs of litigation) arising from, incurred as a result of, or in any manner related to: (i) any content you submit according to our terms; and/or (ii) any breach of these terms made by you.

# **9. Cancellation Policy**

## **9.1. Cancellation by User**

You may delete your Account or cancel the Paid Subscription at any time by contacting us regtoevent @ gmail.com. We will process your cancellation request and will terminate the Account within one (1) working day.

To avoid the next auto-renewal payment, we recommend disabling your Account at least 24 hours before the expiry of the current subscription period.

## **9.2. Cancellation by Webs.li**

Webs.li has the right to suspend or terminate any Account or deny access to any of Webs.li Services at any time due to the User's failure to comply with our Content Guidelines, referred to in paragraph above or when requested by the court or legal bodies in case of law infringement by the User.

If the User has failed to comply with the Content Guidelines, we'll notify them via contact options provided in the User Account.

The Account may be renewed if the problem having caused the suspension or termination has been resolved or if the prohibited content has been removed from the Account.

# **10. Agreement Between You and Us**

These Terms are the entire agreement between you and our Platform with respect to its use.

They supersede all other communications and proposals (whether oral, written, or electronic) between you and Platform with respect to the services and govern our relationship. If any provision of these Terms are deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Platform failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

# **11. Changes and Updates**

Webs.li may occasionally change and update these Terms of Use, and undertakes to post the most current version on the site. If a change or update limits your rights or options in any way, we'll notify you thereof as soon as possible. The notice will stipulate a period after which the new terms will come into force but not earlier before new Terms of Use are published on the Website. Neither changes nor updates will ever apply retroactively. By continuing to access or use the Website and/or any Services rendered by Webs.li after any changes or updates become operative, you agree to be bound the by new Terms of Use. If you disagree with our changes or updates, please cease to use the Website and its Services.

## 12. Notices

We may send you relevant notices using one of the following methods: (a) via the Webs.li Services, including a banner or pop-up, push notification within the Webs.li Website, Account or elsewhere; (b) by email, sent to the email address you provided us; and/or (c) by phone numbers provided in your Account; (d) by letters sent to physical addresses that you provided in your Account; (e) using any other ways of communication available in your Account.

Webs.li notice to you will be considered as received and operative within twenty-four (24) hours after it was sent or published by any of the above-mentioned ways unless the notice indicates otherwise.

## 13. Legal address

LLC «Science company AXONAX»

Project: «Webs.li», «Lnd.li» «Donate.re»

Registration number 42762123

4-A Lviv Square str, Kyiv, Ukraine, 04053

## 14. Support

If you have any additional questions regarding the use of Webs.li or its Services, please contact our specialists at [regtoevent@gmail.com](mailto:regtoevent@gmail.com) or in the [support chat](#). We will be happy to answer you!