

Public Offer Contract for Information Services Provision

(as amended on 06/01/2017)

AMZscout Corp., acting under Corporate Charter hereinafter referred to as the Contractor, shall place a public offer on the conclusion of a contract for information services provision (hereinafter referred to as – the Offer) available at <https://amzscout.net/> (hereinafter referred to as the Service) to any registered person (hereinafter referred to as the User).

We kindly ask you to carefully read the content of the public offer and its annexes. If you disagree with any of offer or annex provisions, please discontinue the use of the online service or services provided by the Contractor.

Using the online service <https://amzscout.net/> or registering there your account you agree with the following terms and conditions:

1. SCOPE OF PUBLIC OFFER

1.1. The Contractor shall provide the User with information and directory services relating to statistical data on the sale of goods on the site www.amazon.com for remuneration.

2. ACCOUNT

2.1. The User who registers his account on the site agrees with the terms and conditions of the Offer and guarantees the following:

- The User is above the age of 18 or an emancipated citizen of minority age;
- The User is a capable person, his actions not restricted by the court or other authority in terms of settlement of transactions;
- The User registers on his own and under the one account; in the following, only the User uses the account and does it on his own;
- The User shall not allow bots to login-in and shall not log-in using other automated methods;
- The User shall create sufficient conditions preventing third parties from accessing his account, including unauthorized one entailing losses. The User shall be responsible for such losses and shall have no right to require the Contractor to recover them;

- The User shall provide his real name, valid email, postcode and any other information the Contractor requires to create an account on the Service;
- The User is aware of prohibition on purchase, sale, concession or transfer of the account on the Service;
- The User shall be responsible for his own behavior and activity carried out through or related to the Service. The User who creates an account to use the Service shall be responsible for any behavior and activity carried out using the Service. The User shall immediately notify the Contractor of any unauthorized use of his account.

3. TERMINATION

3.1. The User or the Contractor has a right to terminate the Offer at any time by giving notice to the other party.

3.2. The Contractor has a right to suspend servicing at any time at his own discretion.

3.3. Should the Contractor delete the User's account on the Service without giving reasons, the Contractor shall return the User an equitable proportion of advanced payment.

3.4. In the event of one-time purchase of Contractor's unlimited services the Parties agree that the User purchases services for an indefinite period of time, but for no less than 7 days, and in the event of cancellation or account deletion when it was used by the User for less than 7 days, the Contractor shall refund the paid money.

3.5. If the User's account is closed on the Service the Contractor shall have a right to permanently delete both the account and all related data on the Service.

3.5.1. If the User doesn't log in for 12 or more months, the Contractor has a right to consider his account on the Service inactive and permanently delete the account and all related data.

3.6. The monthly payment plan shall be written off on the same day of each month or on the nearest days. It is a day when the User registered or made monthly payment for the Service for the first time.

3.6.1. The User shall terminate his monthly service plan at least 24 hours before the next monthly payment in order to avoid its payment.

4. USER AND ACCOUNT

4.1. The User is understood to be an individual or a legal entity, the name of which the account is registered to.

5. PRICING

5.1. The Contractor's service cost is posted on our website <https://amzscout.net> and can be unilaterally changed by the Contractor.

5.2. The User undertakes the burden of monitoring service cost changes.

6. CONTRACTOR'S SERVICE PAYMENT AND MUTUAL SETTLEMENTS

6.1. From the time of account registration on the Service the User who chose tariff plan shall provide the Contractor with his settlement account (source of payment) for writing-off monthly payments in favor of the Contractor without acceptance under the Offer terms and conditions, as well as resulting debts.

6.2. The User shall replace an expiring source with other acceptable source of income.

6.3. The User shall guarantee that he has a right to manage funds placed on accounts provided to the Contractor as source of payment.

6.4. When it's impossible by some reason to process the User's payment the Contractor shall contact the User by email to agree upon alternative source of payment.

6.5. Sources of payment include credit cards, PayPal or any other method the Contractor considers acceptable. User's payment default shall be interpreted as a substantial breach of the Contract.

7. MODIFICATION OF OFFER CONDITIONS

7.1. The Contractor shall have a right to unilaterally modify the conditions of the Offer posting changes at the address: <https://amzscout.net/docs/public-offer.doc> .

7.2. The User undertakes the burden of monitoring offer conditions changes.

8. SERVICE USE RESTRICTIONS

8.1. The User accepting the terms and conditions of the Offer undertakes the following obligations:

- Do not send unwanted emails (spam) to the Contractor and/or other users;
- Do not upload, post, send by email or otherwise transfer any material that contains software viruses or any other computer code, files or programs aimed at disruption, destruction or limitation of functionality of any computer software or hardware, as well as containing any malicious software;
- Do not send or transfer pornography or other sexually explicit messages, messages offering illicit goods or services, messages violating US legislation, or containing marketing or commercial data without consent;
- Do not infringe upon property rights, copyright of third parties when using any material (texts, photographs, diagrams, and other content) in any types of sending messages or downloads;
- Do not use any misleading information or false names, addresses, email addresses, themes, photographs, content or other information on the site or in any messages or letters sent via the Service;
- Do not violate and do not abuse third persons' and Contractor's rights;
- Do not use robots, automated means to access the Contractor's service for any purpose whatsoever;
- Do not gather information about users without their consent;
- Do not upload and do not send offensive, obscene, discrediting, threatening or malicious content or messages.

9. LIMITATION OF CONTRACTOR'S LIABILITY

9.1. The Contractor OFFERS SITE AND SERVICES "AS IS" AND DOES NOT PROVIDE ANY GUARANTEES IN RESPECT OF THE SITE AND THE SERVICES.

9.2. The Contractor DOES NOT GUARANTEE THE FUNCTIONING OF THE SERVICE WILL BE CONTINUOUS AND FAIL-SAFE, HOWEVER GUARANTEES MAKING EVERY EFFORT TO ELIMINATE ANY DEFECTS.

9.3. The Contractor RENDERS SERVICES ON INFORMATION DELIVERY OF THE ACCURACY AND TO THE EXTENT THAT ARE KNOWN TO HIM AS OF THE MOMENT OF ITS DELIVERY.

9.4. The User shall agree that THE CONTRACTOR CAN NOT GUARANTEE 100% AUTHENTICITY AND RELEVANCE OF INFORMATION REQUESTED BY THE USER BY

VIRTUE OF OBJECTIVE REASONS. In this connection the User shall refuse submission of any claims to the Contractor in the part of compensation for direct and indirect losses, lost benefit, fines or claims to the Contractor on the part of third parties, compensation for moral injury in case of discrepancy or partial discrepancy of information delivered by the Contractor.

9.5. Upon incurrance of any disputable situation the User in any case shall agree that liability of the Contractor is limited by cost of a current month of Contractor's services.

9.6. The Contractor shall not bear responsibility for actions of third parties.

10. COMPENSATION FOR VIOLATION OF CONDITIONS OF THE OFFER

10.1. The User shall assume responsibility for compensating all losses and expenses of the Contractor, including expenses for legal services in case of damage incurred to the Contractor in connection with violation of conditions of the Offer by the User.

10.2. The User shall assume responsibility for compensating all losses and expenses of the Contractor, including expenses for legal services in case presentation of claim by third parties in connection with violation of conditions of the Offer by the User or due to such User's actions, which had breached rights of third parties, or resulted in conditions for breach of such rights when using the Service.

11. INTELLECTUAL PROPERTY

11.1. All contents of the Service are protected by legislation of US and international copyright.

11.2. User agrees that he shall not copy, change, create derivatives of the Service, copy and public on other Internet resources the Service content, which is reserved by copyright.

11.3. The "content" term includes without limitation the following items posted on the Service: information, data, text, photographs, video, audio, music videos, posts and comments, programs, scripts, graphics, AdWords and interactive functions if any.

11.4. The User guarantees that the Contractor has a right to use all the materials he uploads or delivers via the Service.

11.5. The User reserves copyright for the materials he uploads or delivers via the Service.

11.6. The User grants non-exclusive international license for use and publication of his materials.

11.7. If any content or material, as well as third party violate copyright, the User has the right to resort to the Contractor by means of e-mail.

12. COMPLIANCE WITH LAW

12.1. The User guarantees that when using the Service he will comply with legislation of the US and international legal standards, as well as contracts and agreements ratified by the US.

12.2. Regardless of location of the User all the legal relations emerged under the Offer between the Contractor and the User are regulated by the legislation of the US.

13. FORCE MAJEURE

13.1. Parties are relieved from liability for full or partial non-performance of obligations under the Offer if such non-performance has been caused by force majeure circumstances, particularly: fire, flood, earthquake, strikes, war, effects of malicious software, actions of public authorities or other circumstances beyond the parties' control.

13.2. A party that fails to perform its obligations in accordance with the Offer shall duly, not later than in 5 calendar days after occurrence of force majeure circumstances, inform another party in written form with submitting all grounding documents issued by relevant authorities.

13.3. Parties admit that insolvency of parties is not considered a force majeure circumstance.

14. PUBLIC OFFER VALIDITY

14.1. Invalidity or impossibility of performance of any provision of the present Offer shall not influence validity or performance of the rest provisions of the Offer, which remain in full legal force.

14.2. The present Offer shall remain in force up to the moment of performance of all earlier emerged obligations.

15. MODIFICATION OF PUBLIC OFFER CONDITIONS

15.1. Conditions of the Offer can be changed. In such a case the changes come into force from the moment of publication of a new version of the Offer on the Service at the following address: <https://amzscout.net/docs/public-offer.doc>

16. SETTLEMENT OF DISPUTES

16.1. All disputes emerged upon parties' fulfillment of obligations under the present Offer are resolved by means of negotiations.

16.2. Should the parties fail to fulfill their obligations they have a right to resort to judicial protection of their interest in Court of Delaware state.

17. LEGAL SUCCESSION

17.1. The User shall not transfer his rights under the present Offer.

17.2. The Contractor can transfer his rights to third parties.

18. NOTIFICATIONS

18.1. The Parties have made arrangement that all notifications are sent by means of e-mail.

18.2. The User gives consent to receive messages from the Contractor by means of e-mail.