

Terms of Use

Please read these Terms carefully. By using amzscout.net or signing up for an account, you're agreeing to these Terms. This is a legal agreement.

AMZScout ("AMZScout" or the "Service") is an educational service for merchants offered through the URL <https://amzscout.net/> ("Website") that is used for Amazon product research. AMZScout is owned and operated by AMZscout Corp. ("AMZScout," "we," or "us"). AMZScout has officers, employees, independent contractors, and representatives ("our Team"). As a customer of the Service or a representative of an entity that's a customer of the Service, you're a "Member" according to this agreement (or "you"). You agree that:

1. **Use of Service.** Your use of AMZScout Service is based on the license of AMZScout Intellectual property to you. We grant you a limited, non-transferable license to use AMZScout Intellectual Property in accordance with the terms of this agreement, as long as you are a Member. AMZScout reserves all rights in the Intellectual Property not expressly granted to you.
2. **Account.** If you choose to use Our Service, you represent that you have full power, capacity and authority to accept these Terms.

-You affirm that you are at least 14 years of age, or an emancipated minor, or possess legal parental or guardian consent, and to abide by and comply with these Terms of Service;

-You must be a human to open an account. Accounts registered by "bots" or other automated methods are not permitted;

-You must personally and manually create your account without using any automated means; except the auto- complete feature in your website browser. A Third Party may not create an account for you and you must not allow any Third Party to use your information to create an account;

-You must provide your legal full name, valid email address, and any other information we request to complete your account-signup process;

-You are responsible for maintaining the security of your account and password. We will not be liable for any loss or damage from your failure to comply with this security obligation;

-The purchase, sale, assignment or transfer of any accounts is prohibited;

-You are responsible for your own conduct and activities on, through or related to Our Service. If you create an account to use Our Service, You are responsible for all conduct or activities on, through or by use of your You must immediately notify us of any unauthorized use of your account.

3. **Termination.** We or You may terminate this Agreement at any time by giving Notice to the other party. We may suspend our Service to you at any time, with or without cause. Only if we terminate your account without cause, will we refund you a pro-rated portion of any plan prepayment. If your account is terminated, we may permanently delete your account and all the data associated with it from our Website. If you don't log in to your account for 12 or more months, we may treat your account as "inactive" and permanently delete the account and all the data associated with it.

Monthly Service Plan payments are due for any month on the same date, or the closest date in that month, to the day you signed up with us and made your first monthly payment. You must terminate your Monthly Service Plan at least 24 hours prior to the next monthly due date in order to avoid being charged for that month.

4. **Account Dispute.** We consider the person or business entity in whose name the account is registered in to be the owner.
5. **Pricing.** Our charges related to our Services are posted on our Website at amzscout.net and may be changed from time to time.
6. **Payments.** As long as you're a Monthly Service Plan member or have an outstanding balance with us, you'll provide us with a valid payment source and authorize us to deduct the monthly charges against that payment source. You'll replace the information for any payment source that expires with information for a different valid payment source. Anyone using a payment source represents and warrants that they are authorized to use that payment source, and that any and all charges may be billed to that payment source and won't be rejected. If, for some reason, we're unable to process your payment, we'll try to contact you by email so you may provide us with an alternate payment source. Payment sources include Credit-Cards, PayPal or any other means which We deem acceptable. Failure to perform payment shall construe as material breach of this Agreement.
7. **Mutual Non-Disparagement Covenant.** You agree that you will not, at any time, make directly or indirectly, any oral or written public statements that are disparaging of us, our products or services, and any of our present or former Team. We (limited to

its officers and directors) agrees that we will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of you. Disparagement shall be defined as any oral or written public statements that impugn the qualities, character, honesty, integrity, morality, business acumen or abilities of the subject matter. The Parties acknowledge and agree that it would be difficult or impossible to determine with absolute precision the amount of damages that would or might be incurred as a result of a party's violation of this covenant. The Parties agree that the liquidated damages in the amount of \$5,000 per violation provided under this Contract are in lieu of actual damages and are the Parties' reasonable estimates of fair compensation for the Losses that may reasonably be incurred by each violation of this covenant.

8. **Changes.** We may change the terms of this Agreement or our pricing at any time by posting the changes to this Website or notifying you by email.
9. **Privacy Policy.** AMZScout may use and disclose your information according to our Privacy Policy. Our [Privacy Policy](#) is incorporated into these Terms of Service.
10. **Member Warranties.** You promise not to:

-Send Unsolicited Bulk Mail (SPAM) or other communications;

-Upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

-Send or transmit pornography or other sexually explicit communications, communications offering to sell illegal goods or services, communications that violate [CAN-SPAM Laws](#), or marketing or commercial communications without permission;

-Infringe on any third party's ownership rights by using any material in your transmissions or uploads that is not owned or licensed by you. This includes text, photos, graphics, and other content;

-Use any misleading or incorrect names, addresses, email addresses, subject lines, photographs, content or other information on the Website or in any communications or transmissions sent using Our Service;

-Breach or circumvent any laws, third party rights or our systems, policies, or determinations of Your account status;

-Use any robot, spider, scraper or other automated means to access our Service for any purpose;

-Harvest or otherwise collect information about members without their consent; and

-Upload or transmit harassing, offensive, obscene, defamatory, threatening, or malicious content or communications.

11. Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, AMZSCOUT OFFERS THE WEBSITE AND SERVICES AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WEBSITE OR ITS SERVICES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. AMZSCOUT DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. Limitation of Liability. EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL AMZSCOUT, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES OR AGENTS (the "AMZSCOUT TEAM") BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE WEBSITE OR SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF THE AMZSCOUT TEAM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CLAIMS MADE ABOUT THE SERVICE IN ANY MONTH WILL BE NO MORE THAN WHAT YOU PAID US THE MONTH BEFORE.

13. Indemnification for Breach of Terms of Use. You agree to indemnify and hold harmless the AMZScout Team from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys fees, resulting, whether directly or indirectly, from your violation of the Terms of this Website. You also agree to indemnify and hold harmless the AMZScout Team from and against any and all claims brought by third parties arising out of the your use of the Website or

Services and the Content You make available via the Website or Services by any means, including without limitation through an emailing, posting, a link, reference to Content, or otherwise, whether by You or a third party using Your password.

14. **Attorneys** In the event we prevail in any action against you arising out of or relating to this Agreement, We shall be entitled to recover damages, other relief we may be awarded, its costs and expenses, including reasonable attorneys fees, incurred in connection with such action.

15. **Subpoena Costs.** If we have to provide information in response to a subpoena related to your account, then we may charge you for our costs. These costs may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

16. Intellectual Property

-Ours. The AMZScout Website, its original Content, features, functionality (including look), and Service Content (“Intellectual Property”) are owned by AMZScout and are protected by Russian and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You agree to not copy, modify, create derivative works of, publicly display, publicly perform, or republish any of our copyrighted Content. The term “Content” includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, adwords, and interactive features generated, provided, or otherwise made accessible on or through AMZScout.

-Yours. You represent and warrant that you either own or have permission to use all of the material you upload to or transmit using AMZScout. You retain ownership of the materials you upload to, or transmit using the Service. You grant us a non-exclusive worldwide license to use or disclose your materials subject to our Privacy Policy.

17. **Compliance with Law.** You represent and warrant that your use and interaction with AMZScout is in compliance with all national, federal, state, and local laws, ordinances and regulations. If you are located in a Country outside the Russian Federation it is your responsibility to determine that you are in compliance with the laws of that Country. You agree to indemnify and hold us harmless from any losses, including attorney fees that result from your breach of any part of these warranties.

18. **Insurmountable Circumstances.** We shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond our reasonable control, including but not limited to acts of God, war, hackers, third party internet providers, government orders, power failures, nuclear

destruction, Armageddon or any other insurmountable circumstance or event (“Force majeure”).

19. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
20. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
21. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
22. **Waiver.** Our failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
23. **Amendment.** This Agreement will only be amended by our posting new terms on this Website. These new terms will then be incorporated into the existing Agreement. If there is a conflict between the existing terms and the new terms, the new terms shall control.
24. **Governing.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the Russian Federation without regard to its conflict of laws rules, or international law or convention.
25. **Dispute Resolution.** Any dispute or controversy You or We have arising under or in connection with this Agreement shall be settled exclusively by binding arbitration solely by written submission in Novo-Savinovsky District Court of Kazan, in Tatarstan Republic, Russian Federation, in accordance with the Civil Code of the Russian Federation. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The arbitrator shall not have the power to award any punitive or consequential damages.

Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between You and Us alone. Claims may not be joined or consolidated unless agreed to in writing by all Parties. No

arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

The above notwithstanding, if You violate these Terms then we may seek injunctive or other equitable relief.

26. **Assignment.** You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

27. **Disclaimer.** In no event will The AMZScout Team be responsible for the actions of any third party. Third parties may include but are not limited to advertisers, linked websites or other members.

28. **Notice.** All notices to You will be effective when We send it to the last email or physical address you gave us or posted on our Website. Any notice to Us will be effective when delivered to us at:

Support at amzscout dot net
AMZScout
Registered Office: 59-3a,
Akademika Lavrentyeva str., 420126
Kazan, Tatarstan Republic
Russian Federation

29. **Copyright Infringement.** If copyrighted content that belongs to You was posted on AMZScout without Your permission please notify Us at:

Support at amzscout dot net
AMZScout
Registered Office: 59-3a,
Akademika Lavrentyeva str., 420126
Kazan, Tatarstan Republic
Russian Federation

Please include in your notice:

-An electronic or physical signature of the copyright owner or someone authorized to act on their behalf;

-The name, address, telephone number, and email address of the copyright owner;

-Identification of the copyrighted work that is being infringed;

-Identification of where the infringing material is located on our Website (a URL works best);

-A statement that you have a good faith belief that the use isn't authorized by the copyright owner, its agent or the law;

-A statement that the information in your notice is accurate, and

-You're authorized to act on behalf of the copyright

This statement must be made under penalty of perjury, meaning if any part of the statement is false, you could be committing perjury—a serious offense that's sometimes even classified as a felony.

Warning: If you knowingly make a false statement in your claim of copyright infringement, then you may be subject to liability for damages and heavy civil penalties. If you're not sure whether material on one of our Websites infringes your copyright, then you should speak with a lawyer before notifying us. We may forward your notice to the user that uploaded the content.

30. Electronic Communications. When you use the AMZScout service, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you in a variety of ways, such as by e-mail, text, or by posting notices and messages on this Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

31. Entire Agreement. This Agreement together with Our Privacy Policy and any additional terms You have agreed to constitute(s) the entire agreement with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral.