

Terms of service

Introduction

Yafi products and services are provided by INBUK LLC (“**Yafi**”, “**we**”, “**us**”, “**our**”). These Terms of Service (referred to as “**Agreement**”) govern your access to and use of Yafi website and services (“**Services**”). By accessing <https://yafi.pro> (“**Site**”) or using our Services, you agree to be bound by this Agreement and by our Privacy policy.

Changes to This Agreement

Yafi reserves the right to modify this Agreement at any time. Your continued use of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes. Therefore, we ask that you check and review this Agreement for such changes on an occasional basis. Should you not agree to any provision of this Agreement or any changes we make to this Agreement, we ask and advise that you do not use or continue to access <https://yafi.pro> site immediately.

Registration

You may browse the Site and view Content without registering, but as a condition to using certain aspects of the Service, you are required to register with Yafi and provide Yafi with accurate, truthful, and complete registration information (including, but not limited to your email address and a password you will use to access the Service) and to keep your registration information accurate and up-to-date. You are responsible for maintaining the confidentiality of any account name and password provided to you. You are solely responsible for uses of any account provided to you, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of any account of yours.

Content

You agree to the following:

- You will not incorporate into your Yafi widgets any text or other content that is not created by you, not provided by Yafi or you are not otherwise permitted to use.
- You will not post any misleading or incorrect information in any widgets created using our Services.

- You will not publish any material that contains sexually related text, photographs or other content, or content that is defamatory, obscene, indecent, threatening, abusive or hateful.
- You will not include in any Yafi widgets any material, including, but not limited to text, the inclusion of which is in violation of any other party's rights, including, but not limited to, copyrights and privacy and publicity rights.
- You will not remove, obstruct, modify, or cause to be unviewable, the Yafi logo/brand in any Yafi widgets.

Paid Subscriptions and Refunds

- We offer three subscription plans – Plus, Pro, and Business.
- These subscription plans are recurring payments that can be paid monthly or annually.
- If you choose to upgrade to a paid subscription-based plan, you authorize Yafi's payment processor (Paddle) to charge the applicable recurring subscription fees to your designated billing payment method.
- Charges from Yafi will appear on your bank statement as YAFI.PRO
- All paid subscriptions will automatically renew for the same term, monthly or annual, using the payment method on file unless you change or discontinue the Service. If you are not using the service, we will not consider it as a discontinuance of the Service. To discontinue the service, cancel your subscription plan in the Billing section of your account.
- Price is based on the selected subscription plan, regardless on the number of widgets active during the period of subscription and the number of extra users added to the account.
- All upgrades and downgrades are effective immediately.
- You have the right to receive a full refund within ten (10) days of a monthly subscription purchase and within thirty (30) days of an annual subscription purchase. To request a refund, contact us at info@yafi.pro.
- All refunds are issued to the method of original payment.
- If you cancel the Services, your cancellation takes effect immediately. You will not be entitled to any refund of any unused part of your payment for the Services.

Termination

Yafi reserves the right to terminate your access to the Site or discontinue the Service (including without limitation, the availability of any feature, database, or content), without any advance notice.

Intellectual Property

The Site and all of its original content (including, but not limited to designs, text, graphics, pictures, information, the software, code, proprietary methods and systems used to provide the Site or Services) are the sole property of Yafi and are, as such, fully protected by the appropriate international copyright and other intellectual property rights laws. Unless we expressly state otherwise or as allowed by our Terms of Service, your rights do not include: (i) publicly performing or publicly displaying the Service, (ii) modifying or otherwise making any derivative uses of the Service or any portion thereof; (iii) downloading (other than page caching) of any portion of the Service or any information contained therein; (iv) reverse engineering or accessing the Service in order to build a competitive product or service; (v) using the Service other than for its intended purposes.

Feedback

In the event that you provide us any ideas, thoughts suggested improvements or other feedback related to the Site or the Services, you agree we may use this Feedback to modify our services and that you will not be due any compensation, including any royalty related to the product or service that incorporates your Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true unless we have entered into a separate agreement with you that provides otherwise.

Disclaimer

The Services and all included content are provided on an "as is" and "as available" basis without warranty of any kind, whether express or implied.

Limitation of Liability

Yafi cannot be held liable for any damages. Yafi shall not be liable for any statements or conduct of any third party using the Service. Yafi assumes no

responsibility for the timeliness, deletion, miss-delivery or failure to store any User Content, communication or personal settings. You agree to indemnify and hold Yafi, its officers, employees, affiliates, contractors, and suppliers, exempt from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, transmit, post or otherwise make available through Yafi.

To the maximum extent permitted by applicable law, Yafi shall not be liable for any indirect, incidental, special, consequential or punitive damages or any loss of profit or revenues, whether incurred directly or indirect, or any loss of data, use, good-will, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Services, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; (iii) any content obtained from the Services; or (iv) unauthorized access, use or alteration of your transmissions or content. In no event shall the aggregate liability of Yafi exceed the greater of one hundred U.S. dollars (U.S. \$100.00) or the amount you paid Yafi, if any, in the past six months for the Services giving rise to the claim. The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not Yafi has been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Yafi without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Severability

These Terms, together with the Privacy policy and any amendments and any additional agreements you may enter into with Yafi in connection with the Services, shall constitute the entire agreement between you and Yafi concerning the Services. If any provision of this Agreement is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of the Agreement will remain in full force and effect.

Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Yafi's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Governing Law

This Agreement is governed in accordance with the laws of Russia and is subject to the jurisdiction of the courts of Russia.

Legal name

INBUK LLC

21/60 Semashko, Office 313, Rostov-on-Don, Rostov Region, Russia

Contact us

If you have any questions, please feel free to contact us.

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