

Terms Of Service

By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site and you should not use the services. This agreement applies to all services of Development Mind, including, but not limited to "de.clickme.pro", "clickme.pro", "office.clickme.pro".

Your use of Development Mind products, software, services and web sites (referred to collectively as "Services" in this document) is subject to the terms of the legal agreement between you and Development Mind.

If you choose to purchase goods or services through this site, the following text includes the terms of agreement between Development Mind OÜ ("Development Mind" or "Company") and the buyer ("Buyer") of goods or services through the Development Mind's Web site (the "Site"). The term "Development Mind" or "us" or "we" or "our" refers to Development Mind OÜ, the owner of the Web site and the provider of the services. The term "you" refers to the user or viewer of our Web Site and the user of the services.

If you do not agree to these terms, you will not be able to use this website or service for any purpose, so please review these terms carefully:

General Provisions Applicable To Any Use Of The Site And Services

Acceptance Of Agreement

You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our site and services (the "Site" and "Services" accordingly).

This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site and Services, the content, products or services provided by or through the Site, and the subject matter of this Agreement.

This Agreement may be amended at any time by us from time to time without specific notice to you.

Copyright

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site and Services are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site or any part of feature of the Services, except as allowed by Section 4 below, is strictly prohibited.

You do not acquire ownership rights to any content, document or other materials viewed through the Site or Service. The posting of information or materials on the Site and Service does not constitute a waiver of any right in such information and materials. Some of the content on the site is the copyrighted work of third parties.

Service Marks

"de.clickme.pro", "clickme.pro", "office.clickme.pro" and others linked to our site are trademarked service marks or registered service marks. Other product and company names mentioned on the Site or during the Service work may be trademarks of their respective owners.

Limited License; Permitted Uses

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site and Services strictly in accordance with this Agreement;

No print out or electronic version of any part of the Site and Service or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Restrictions And Prohibitions On Use

Your license for access and use of the Site and Services and any information, materials or documents (collectively defined as "Content and Materials") therein are subject to the following restrictions and prohibitions on use:

You may not:

1. copy, print (except for the express limited purpose permitted by Section 4 above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or Services or any Content and Materials retrieved therefrom;
2. use the Site or Services or any materials obtained from the Site or Services to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism;
3. create compilations or derivative works of any Content and Materials from the Site or Services;
4. use any Content and Materials from the Site or Services in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties;
5. remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site or Services;
6. make any portion of the Site or Services available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future;
7. remove, decompile, disassemble or reverse engineer any Site or Services software or use any network monitoring or discovery software to determine the Site or Services plan architecture;
8. use any automatic or manual process to harvest information from the Site or Services;

9. use the Site or Services for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions;
10. use the Site or Services in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations;
11. export or re-export the Site or Services or any portion thereof, or any software available on or through the Site or Services, in violation of the export control laws or regulations of the United States.

Linking To The Site And Our Services

You may provide links to the Site and our Services, provided:

1. that you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Site and Services,
2. your site does not engage in illegal or pornographic activities,
3. you discontinue providing links to the Site and Services immediately upon request by us.

Advertisers

The Site and Services may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site and Services is accurate and complies with applicable laws. We are not responsible for the

illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

Registration

Our Service requires you to register. If you register, you agree to provide us with accurate, complete registration information. Your registration must be done using your real name and accurate information.

Each registration is for your personal use only and not on behalf of any other person or entity. We do not permit (a) any other person using the registered sections under your name or username; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use. You are responsible for maintaining the security of your account and password. You are also responsible for all Content posted and activity that occurs under your account.

Errors, Corrections And Changes

We do not represent or warrant that the Site and Services will be error-free, free of viruses or other harmful components, or that defects will be corrected.

We do not represent or warrant that the information available on or through the Site and Services will be correct, accurate, timely or otherwise reliable.

We may make changes to the features, functionality or content of the Site and Services at any time.

We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site and Services.

Third Party Content

Third party content may appear on the Site and Services or may be accessible via links from the Site and Services. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Site or Services provided to you. You understand that the information and opinions in the third party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our beliefs or opinions.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses,

usage history, posted materials, IP addresses and traffic information.

Use Of Information

We reserve the right, and you authorize us, to the use and assignment of all information regarding Site and Services uses by you and all information provided by you in any manner consistent with our Privacy Policy. All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, a "Submission") will forever be our property. We will not be required to treat any Submission as confidential, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations. Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

The company may store data provided by the client that is a trade secret. If the client enters data to our database which the client considers to be the trade secret, the client understands that the

data is subject to all normal risks. The client understands that Development Mind is not responsible for any losses associated with the disclosure of the confidential information which the client entered to Development Mind database.

Third-Party Services

We may allow access to or advertise certain third-party product or service providers ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants.

You agree that use of or purchase from such Merchants is at your sole risk and is without warranties of any kind by us, expressed, implied or otherwise including warranties of title, fitness for purpose, merchantability or non-infringement.

Under no circumstances are we liable for any damages arising from the transactions between you and merchants or for any information appearing on merchant sites or any other site linked to our site and services.

Third-Party Merchant Policies

All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on any Merchant sites. We are not responsible for information provided by you to

Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

Privacy Policy

Our Privacy Policy, as it may change from time to time, is a part of this Agreement. You must review this Privacy Policy by clicking on this [link](#).

Payments

In the event you are purchasing something from us or from Merchants, you warrant that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes

Securities Laws

The Site and Services may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives (particularly with respect to product and service offerings), that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond our control. When used on our Site and Services, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends," "will" and similar expressions

are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The Site and Services and the information contained herein does not constitute an offer or a solicitation of an offer for sale of any securities. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of our securities-related filings or documents.

Links To Other Web Sites

The Site and Services may contain links to other Web sites. We are not responsible for the content, accuracy or opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site and Services pages does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and Services and access these third-party sites, you do so at your own risk.

Information

The Site and our Services contain information about us. We disclaim any duty or obligation to update this information. Information about companies other than ours should not be relied upon as being provided or endorsed by us.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the

Site and our Services and the Content and Materials provided therein.

Additional Terms and Conditions relating to Any Goods or Services Provided

Buyer agrees to review this Contract prior to purchasing anything and purchase of a good or service shall be deemed acceptance of this Contract.

Setup And Payment

Buyer represents and warrants that (i) the credit card information supplied is true, correct and complete and (ii) charges incurred by the Buyer will be honored by the Buyer's credit card company and (iii) Buyer shall pay charges incurred by Buyer at the amounts in effect at the time incurred, including all applicable taxes.

Buyer shall be responsible for all charges incurred through use of Buyer's password. Buyer agrees to keep his or her password confidential and to notify Development Mind within 24 hours of any breach of this Contract or unauthorized use of the password. Development Mind does not protect Buyer from unauthorized use of Buyer's password.

Nontransferable

Your right to use the Site and Services is not transferable or assignable. Any username, password or right given to you to obtain information or documents is not transferable or assignable.

Copyright Over Purchased Goods Or Services

The content, organization, gathering, compilation, magnetic translation, digital conversion and other matters provided by Development Mind are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by a Buyer of any such content or any part of the Site or Services is prohibited.

Editing, Deleting, And Modification

Development Mind reserves the right in its sole discretion to edit or delete any information or content appearing on the Site and Services and to remove any goods and services for sale. Upon notice published over the Service, Development Mind may modify this Contract, or prices, and may discontinue or revise any or all aspects of the Site and Services in its sole discretion and without prior notice. Modification of this Contract will be deemed effective upon publication on the Site and Services with respect to transactions occurring after said date.

Right To Refuse

Development Mind reserves the right in its sole discretion to refuse service at any time. Sale of any goods or services is subject to availability.

Indemnification

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site and Services.

Disclaimers

The information, content and documents from or through the site and services are provided "as-is," "as available," with "all faults", and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose).

The information and services may contain bugs, errors, problems or other limitations. we and our affiliated parties have no liability whatsoever for your use of any information or service, except as provided in this contract.

In particular, but not as a limitation thereof, we and our affiliated parties are not liable for any indirect, special, incidental or consequential damages (including damages for loss of business,

loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.

We and our affiliated parties are also not liable for any loss or disclosure of information from you or your company.

The negation and limitation of damages set forth above are fundamental elements of the basis of the bargain between us and you.

This site and the products, services, documents and information presented would not be provided without such limitations.

No advice or information, whether oral or written, obtained by you from us through the site, services or otherwise shall create any warranty, representation or guarantee not expressly stated in this agreement.

All responsibility or liability for any damages caused by viruses contained within the electronic file containing a form or document is disclaimed.

Limitation Of Liability

1. We and any affiliated party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (1) any errors in or omissions from the site or any services or products obtainable therefrom, (2) the unavailability or interruption of the site or services or any

features thereof, (3) your use of the site or services, (4) the content contained on the site or services, (5) any loss or disclosure of information from you or your company or (6) any delay or failure in performance beyond the control of a covered party.

2. The sole and entire maximum liability of Development Mind, for any reason, and buyer's sole and exclusive remedy for any cause whatsoever, shall be limited to the amount paid by the customer for the particular items purchased.

Development Mind and any of its affiliates, dealers or suppliers are not liable for any indirect, special, incidental, or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between Development Mind and buyer.

This site and goods and services would not be provided without such limitations. some state statutes may apply regarding limitation of liability.

Payment Terms

A valid credit card is required for payment on accounts.

Any deposit made by Buyer to Development Mind for purchase of Goods or Services is non-refundable.

If you sign up for monthly service, you will be billed monthly starting on the 30th day after your account was initially created. If you cancel prior to the processing of your first invoice on the 30th day, you will not be charged.

The service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

We reserve the right to alter or increase the fees for monthly service.

For any upgrade or downgrade in your plan level, your credit card that you provided will be automatically charged the new rate on your next billing cycle.

Downgrading your Service may cause the loss of Content, features and capacity of your Account. Development Mind does not accept any liability for such loss.

The monthly service will be billed based upon a calendar month.

All fees are exclusive of all taxes, levies or duties imposed by taxing authorities and you shall be responsible for payment of all such

taxes, levies or duties, excluding only United States (federal and state) taxes.

Cancellation

You are solely responsible for properly cancelling your account. You can cancel your Account at any time by requesting this in writing.

Development Mind, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Development Mind's services, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your account, and the forfeiture and relinquishment of all Content in your account.

Use Of Information

Development Mind reserves the right, and Buyer authorizes Development Mind, to the use and assignment of all information regarding Buyer's use of the Site and all information provided by Buyer, subject to applicable law.

Technical Support

Your use of the Service and the Website is at your sole risk. The service is provided on an "as is" and "as available" basis

Technical support is only provided to paying account holders and is only available via email or through the website.

You understand that the response time to requests for technical support can be up to and exceeding five (5) business days under some circumstances.

You understand that Development Mind uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology to run the Service.

Miscellaneous

This Agreement shall be treated as though it were executed and performed in Tallinn, Estonia, and shall be governed by and construed in accordance with the laws of the Republic of Estonia (without regard to conflict of law principles).

Any cause of action by you with respect to the Site (and/or any information, Documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

All actions shall be subject to the disclaimers and limitations of liability set forth in this contract.

The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole

discretion to a third party in the event of an acquisition, sale or merger.

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence.

Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Our rights under this Agreement shall survive any termination of this Agreement.

Governing Law and Jurisdiction

In the event of a dispute, controversy or claim arising out of or in relation to these Terms, including but not limited to the formation, validity, breach or termination thereof, the parties shall attempt to solve the matter amicably in mutual negotiations. In the event a mutually acceptable resolution cannot be reached within a reasonable time, either party will be entitled to seek all available remedies, including legal remedies subject to the terms and conditions set forth below. Notwithstanding the foregoing and

subject to the terms and conditions set forth below, either party may seek injunctive relief with respect to any disputed matter to the extent possible under applicable law. Should an amicable settlement between parties not be possible, the dispute shall be finally solved in court or by arbitration as designated herein subject to the terms and conditions set forth below. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) shall not be applied to these Terms. Any questions relating to these Terms which are not expressly or implicitly settled by the provisions contained in these Terms shall be governed by and construed in accordance with the following:

Client's domicile: The European Union and the overseas territories of the European Union member countries, the European Economic Area, Russia, Switzerland, Turkey, and Ukraine

Governing law; Dispute Resolution: These Terms (and any further rules, policies or guidelines incorporated by reference therein) shall be governed by and construed in accordance with the laws of the Republic of Estonia, without giving effect to any principles of conflicts of law.

Courts having exclusive jurisdiction: Republic of Estonia, Tallinn

If any part of this provision is ruled to be unenforceable, then the balance of this provision shall remain in full effect and construed

and enforced as if the portion ruled unenforceable were not contained herein.

Notwithstanding the foregoing, you and the Suppliers agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either party's right to (i) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (ii) seek injunctive relief in a court of law, or (iii) to file suit in a court of law to address intellectual property infringement claims

Last update: April 4th, 2019