



## **Terms of Service**

Last updated: July 2nd, 2018

Thanks for using the Smartpost service ("Service"). The Service is provided by M3 Smart Capital d.o.o., Makedonska 21, 11000 Belgrade, Serbia.

These Terms of Service ("Terms",) govern your relationship with M3 Smart Capital d.o.o. ("us", "we", or "our").

By using our Service, you are agreeing to these Terms and accepting all legal consequences. Please read them carefully. If you do not agree to these terms and conditions, in whole or in part, please do not use the Service.

### **Using our Service**

You may use our Service only as permitted by law. We may suspend or stop providing our Service to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

In connection with your use of the Service, we may send you service announcements, administrative messages, and other information.

### **Your Smartpost Account**

You are responsible for the activity that happens through your Smartpost Account, so protect it by keeping your password confidential.

You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

### **Privacy Protection**

[Smartpost's privacy policy](#) explains how we treat your personal data and protect your privacy when you use our Service. By using our Service, you agree that Smartpost can use such data in accordance with our privacy policy.

## **Subscriptions**

Some parts of the Service are billed on a subscription basis ("Subscription"), with billing cycles set on a monthly or annual basis, depending on the subscription plan you select when purchasing a Subscription.

At the end of each billing cycle, if you wish to continue using Smartpost you need to renew your Subscription. The Subscription will not be automatically renewed.

PayPal is the only payment option accepted by Smartpost. In case you are unable to use PayPal to process your payment, please contact us at [hello@smartpost.co](mailto:hello@smartpost.co) for assistance.

We may, at our sole discretion, offer a Free Subscription Plan. At any time and without notice, we reserve the right to modify the terms and conditions of the Free Subscription Plan, or cancel the Free Subscription Plan.

## **Fee Change**

We may, at any time, modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the at the time-current Billing Cycle. We will provide you with a reasonable prior notice of any change in Subscription fees.

## **Your Content in our Service**

Our Service allows you to post, link, store, share and publish content on third-party platforms. You retain ownership of any intellectual property rights that you hold in that content and you are responsible for protecting those rights. You are responsible for the Content that you post to the Service, including its legality.

You warrant that you own the Content or you have the right to use it and grant us the rights and license as provided in these Terms. You warrant that the posting and uploading of your Content on or through the Service does not violate the privacy rights, copyrights, contract rights or any other rights of any person.

When you upload, store, and publish content to or through our Services, you give your consent to us, and third parties unrelated to us to use, modify, store, reproduce, create derivative works, communicate, publish, display and distribute such content. Make sure you have the necessary rights to grant this license for any content that you submit to our Service and publish through our Service.

We reserve all rights to block or remove content that we deem inappropriate or in violation of law or rights of others.

You accept that software problems can lead to the erasure of content uploaded to our Service. The erasure only applies to our servers. You accept not to hold us responsible for any such loss. Our system automatically saves backups of all uploaded content, but we advise you to keep a copy of it in a place of your choice that is unrelated to us.

### **Software in our Service**

Smartpost gives you a personal, worldwide, non-assignable and non-exclusive license to use the software provided to you by Smartpost as part of the Service. This license is for the sole purpose of enabling you to use the Service in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Service or included software.

### **Third-Party Services**

The Service may contain links to third-party services or websites that we do not own or control. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

### **Modifying and Terminating our Service**

We are constantly improving our Service. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Service at any time. Smartpost may also stop providing Service to you, or add or create new limits to our Service at any time. If we discontinue our Service to you, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

### **Our Warranties and Disclaimers**

We provide the Service “as is”. To the extent permitted by law, we exclude all warranties.

We make no guarantees, claims or warranties of any kind in regards of the Service. Your use of the Service is at your sole risk. We do not warrant that the Service will function uninterrupted, secure or available at any particular time or location; any errors or defects will be corrected; the Service is free of viruses or other harmful components; or the results of using the Service will meet your requirements and/or expectations.

### **Liability for our Service**

When permitted by law, we will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total liability of Smartpost, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Service.

In all cases, Smartpost will not be liable for any loss or damage.

### **Business uses of our Service**

If you are using our Service on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Smartpost and all its affiliates from any claim, suit or action arising from or related to the use of the Service or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

### **About these Terms**

We may modify these terms or any additional terms that apply to a Service. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. Changes will not apply retroactively. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

These terms control the relationship between Smartpost and you. They do not create any third party beneficiary rights.

If it turns out that a particular term is not enforceable, this will not affect any other terms.

As set out, above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **Contact Us**

If you have any questions about these Terms, please contact us at [hello@smartpost.co](mailto:hello@smartpost.co).