

Terms of Agreement Stergomedia.com

Read this "User Agreement" carefully before using the website. This User Agreement regulates the use of the website <https://stergomedia.com>. Use of the website means that you accept these terms and conditions.

1. Definitions

1.1. For the purposes of this User Agreement, terms and definitions have the following meaning:

Company - company Stergo FZCO (License Number - 15016. Address: Dubai Silicon Oasis, DDP, Building A2, Dubai, United Arab Emirates), carrying out the functions of administering the Website.

The user is a person with full legal capacity using the Website Services.

Parties - the Company and the User with joint mention.

The agreement is the present "Stergo User Agreement", posted on the Internet at: <https://stergomedia.com>.

The Website is an information system belonging to the Company, consisting of a set of graphic and informational materials, as well as program code and databases, ensuring the availability of such materials on the Internet at: <https://stergomedia.com>. "Stergo FZCO" maintains the <https://stergomedia.com/> Website ("Site").

Services - the functionality, tools, services available to the User on the Website.

Content - information represented in the text, graphic, audiovisual formats on the Website, which is its content.

Services - the Company's services in providing the User with the opportunity to place Orders in the Personal Area.

Personal account - a personal section of the User on the Website, in which the User is able to manage individual Services.

Order - the User's application for SMM or SEO promotion or web-development service.

Contract - a contract for the provision of Services between the Company and the User.

1.2. In the case of the use of terms not defined above in this Agreement, the definition of such terms is made: firstly, according to the interpretation used on the Website; secondly, in accordance with the legislation of the country of incorporation; in the third place - in accordance with the interpretation developed in the Internet.

2. Subject of the Agreement

2.1. The Company grants the User the right to use the Website for its intended purpose, including by accessing the Website on a free, simple (non-exclusive) license for the period during which the website remains accessible to the User. At the same time, certain Services and Services are provided for a fee in accordance with the Treaty.

2.2. The User is obliged to fully familiarize himself with the Agreement before the time of using the Website. The user guarantees that under the law of his jurisdiction he has sufficient legal capacity to enter into the Agreement.

2.3. The User hereby confirms that the acceptance (taking action to accept the offer) is tantamount to signing and signing the Agreement on the terms set forth in this Agreement.

2.4. The agreement can only be accepted as a whole. After the User accepts the terms of this Agreement, it acquires the power of a contract concluded between the Company and the User, but such an agreement as a paper document signed by both Parties is not drawn up. 2.5. Following actions is the acceptance of an offer by the User:

- registration in the Personal Area on the Website;
- Viewing articles posted on the Website or other Content.

2.6. By accessing the Website, the User in accordance with the Federal Law of March 13, 2006 N 38-FZ "On Advertising" expresses its consent to receive all advertising information posted on the Website, including by third parties. The User understands and agrees that the Website does not define the content and is not responsible for such information, including web resources, links to which may be contained in the relevant materials. 2.7. "United Arab of Emirates is our country of domicile" and stipulate that the governing law is the local law.

All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction in U.A.E.

2.8. We will not trade with or provide any services to OFAC (Office of Foreign Assets Control) and sanctioned countries in accordance with the law of UAE

3. Registration on the Website

3.1. For the organization of interaction with the User, as well as for the possibility of using separate Services, the Company provides the opportunity to register in the Personal Area.

3.2. Registration of the User on the Website is free and voluntary.

- 3.3. If the User is not fully legally competent (a minor), registration is carried out by his legal representative. All actions performed by such User on the Website are performed with the consent of the legal representative (parent, guardian).
- 3.4. Registration of the User Account is carried out in the following way. Using a special form, the User specifies Email, login, password and presses the "send" button.
- 3.5. The company reserves the right to set the requirements for login and password from the Personal Cabinet (length, permissible symbols).
- 3.6. After entering the data for the Registration, the User receives an e-mail to the e-mail specified during registration, containing an active link, the transfer of which is necessary to confirm registration on the Website. Registration of an account is carried out on one e-mail of the User once.
- 3.7. The user is responsible for the accuracy, relevance, completeness and compliance with the legislation of the information provided during registration.
- 3.8. The user is obliged to monitor the safety of the login and password. Any action taken from the User's Personal Account shall be deemed to be an act committed by the User himself and establishes duties and liability for the User in respect of such actions, including liability for violation of this Agreement and legal requirements.
- 3.9. The Company has the right to block or delete the User's account, as well as to terminate or restrict the User's access to certain Services of the Website, in case of violation of the Agreement by the User.
- 3.10. The user does not have the right to use the login and password of another User to access the Website, and also to provide third parties with data to enter his / her Personal Area.
- 3.11. Viewing the Content posted on the Website in the public domain does not require the registration and / or authorization of the User, however in the event of such actions the User is in any case obliged to comply with the provisions of this Agreement.
- 3.12. Visa or MasterCard debit and credit cards in AED will be accepted for payment.
- 3.13. Customer using the website who are Minor /under the age of 18 shall not register as a User of the website and shall not transact on or use the website.
- 3.14. Cardholder must retain a copy of transaction records and Merchant policies and rules.
- 3.15. User is responsible for maintaining the confidentiality of his account.
- 3.16. Once the payment is made, the confirmation notice will be sent to the client via email within 24 hours of receipt of payment.
- 3.17. The displayed price and currency at the checkout page, will be the same price and currency printed on the Transaction Receipt and the amount charged to the card will be shown in your card currency.

4. Rights and Obligations of the Parties

4.1. The Company undertakes:

- 4.1.1. Provide information on how to work with the Website through the support of the Website.
- 4.1.2. Refrain from any actions that might impede the User from exercising his right to use the Website in the extent permitted by the Agreement.
- 4.1.3. Within 30 calendar days from the date of receipt of the respective written notification from the User and the evidence of the violation, remove from the Website materials prohibited for distribution by the RF legislation or violating copyrights.

4.2. The User undertakes to:

- 4.2.1. Use the Website only within the limits of those rights and in the ways provided for in the Agreement.
- 4.2.2. Strictly adhere to and do not violate the terms of the Agreement.
- 4.2.3. Immediately inform the Company of all known facts of illegal use of the Website by third parties.
- 4.2.4. Use the Website without violating the property and / or personal non-property rights of third parties, as well as prohibitions and restrictions imposed by applicable law, including copyrights and related rights, trademark rights, service marks, rights to use images of people.

4.3. The Company has the right:

- 4.3.1. Collect information on how to use the Website (the most frequently used functions, settings, preferred time and duration of work with the Website), to improve the operation of the Website, to diagnose and prevent website failures.
- 4.3.2. Unilaterally amend the Agreement by issuing its new editions.
- 4.3.3. Temporarily stop the work of the Website, and partially partially restrict or completely stop access to the Website until the necessary technical maintenance and / or modernization of the Website is completed. The user is not entitled to claim damages for such temporary suspension of services or restriction of the availability of the Website.
- 4.3.4. For the purposes of this Agreement, process the User's personal data provided to them.

4.4. The user has the right:

4.4.1. Use the Website within the limits and in the ways provided by the Agreement.

5. Intellectual property and procedure for using the Website

5.1. Subject to the User's compliance with this Agreement, the User is granted a simple (non-exclusive) license to use the Website with the help of a personal computer, tablet, mobile phone or other device in the volume and order established by the Agreement, without the right to sell, grant sub-licenses and assignments.

5.2. The website and its contents are the property of the Company.

5.3. The right to use a domain name stergomedia.com, including all levels of the specified domain, belongs to the Company.

5.4. By using the Website, the User acknowledges and agrees that the Content, the entire contents of the Website, and the structure of the content of the Website are protected by copyright and other rights to the results of intellectual activity, and that these rights are valid and protected in all forms. Exclusive rights to any content on the Website, including but not limited to audiovisual works, textual and graphic materials, programs, databases, logos belong to the Company and do not transfer to the User as a result of using the Website and concluding the Agreement.

5.5. Without prejudice to the universality of the foregoing provisions, in order to avoid doubt, the User is prohibited from:

- adapting, modifying or otherwise processing the software portion of the Website, including translating into other languages;
- Violate the integrity of the protective system or carry out any actions aimed at bypassing, removing or deactivating technical means of protection; use any software codes designed to distort, delete, damage, imitate or violate the integrity of the Website, transmitted information or protocols;

- Copy, modify, distribute or process the articles and other Content posted on the Website;

5.6. Any use of the author's materials owned by the Company is not permitted without the written consent of the Company.

6. User Content

6.1. The company provides the opportunity for the User to upload an image (avatar), reviews and other information through the Personal Account (User Content) to the Website.

6.2. In this case, the User grants to the Company a simple (non-exclusive) non-exclusive, free of charge license for User Content with the right to review, copy, store and post on the Website.

6.3. The User understands that the Company only provides the User with the opportunity to post User Content. The user bears full responsibility for the compliance of the contents of the Content placed by the User with the requirements of the legislation.

6.4. The User agrees that the reviews left by him may be used by the Company and published on the Internet without the User's additional consent.

7. Responsibility of the parties

7.1. The Parties are responsible for non-fulfillment or improper performance of their obligations in accordance with the terms of the Agreement and the legislation.

7.2. The website is provided in the "As is" condition, without warranty or any obligation to remedy deficiencies, operational support and improvement.

7.3. The Company is not responsible for technical interruptions in the operation of the Website. However, the Company undertakes to take all reasonable measures to prevent such interruptions.

7.4. The Services of the Website at any time may be changed, supplemented, updated, changing the form and nature of the functionality without prior notice to the User. The Company has the right at its own discretion to terminate, suspend the operation of the Services, without prior notice.

7.5. The Company is not liable for any actions of the User related to the use of the granted rights to use the Website; for damages of any kind incurred by the User due to the loss and / or disclosure of their data or in the course of using the Website.

7.6. The Company is not obliged to verify the content, authenticity and safety of information posted by the User, as well as checking its compliance with the requirements of the law and the User's necessary rights to distribute or use it.

7.7. In the event that any third party makes a claim to the Company in connection with a violation of the User's legislation, the User undertakes to compensate the Company for all costs and losses, pay any compensation and other costs associated with such claim.

8. Amendment of the Agreement

8.1. The Company reserves the right to amend the text of this Agreement, without special notification of the Users by publishing a new version of the Agreement.

8.2. The user is obliged to regularly monitor the changes made to the Agreement. If the User does not agree with the new version of the Agreement, then he must immediately stop using the Website. In the event that after the entry into force of the new version of the Agreement, the User continues to use the Website, such User thereby confirms its full agreement with the new edition of the Agreement.

9. Settlement of disputes

9.1. The pretension procedure for pre-trial settlement of disputes arising from this Agreement is mandatory for the Parties.

9.2. The time for consideration of the claim letter is 30 calendar days from the date of receipt of the last addressee.

9.3. All disputes are subject to review in court.

9.4. The Company has the right not to consider the User's appeals: they do not contain information and documents necessary for consideration of the appeal; containing false information and (or) documents that do not have evidence of credibility; in respect of issues on which the User's response was previously sent; containing insults, threats or treatment, outlined in a sharp negative form.

9.5. After order is placed and confirmed with support team there is no cancellation possible.

9.6. After service is delivered there are no refunds. If customer is updated balance and did not use it, refund is possible and will be made onto the original mode of payment and will be processed within 10 to 45 days depends on the issuing bank of the credit card.

10. Final provisions

10.1. Nothing in the Agreement can be understood as an establishment between the User and the Company of agency relations, relations on joint activity or any other relations not expressly provided for in the Agreement.

10.2. When concluding, executing and terminating the Agreement, the Parties shall be entitled to transfer documents and messages to each other by means of electronic communications. The Parties hereby confirm that documents and messages sent from the e-mail addresses of the Parties, or through the interface of the Website's Personal Area, are legally valid for both parties. For the purposes of this Agreement, the Parties recognize such a method of exchanging documents and electronic messages as legally significant and corresponding to the Civil Code, Federal Law No. 63-FZ of 06.04.2011 "On electronic signature". Electronic messages and documents sent using this method are deemed to be signed by a simple electronic signature.

10.3. The Agreement is governed and interpreted in accordance with the law. Issues not regulated by this Agreement shall be resolved in accordance with the legislation. Throughout the text of this Agreement, the term "legislation" is understood to mean the legislation.

10.4. If, for one reason or another, one or more provisions of this Agreement are found to be invalid or unenforceable, this will not affect the validity or applicability of the remaining provisions of the Agreement.

10.5. An integral part of the Agreement is the Privacy Policy posted on the Website.

10.6. Appeals, proposals and claims to the Company in connection with the Agreement and all issues related to the functioning of the Website, violations of the rights and interests of third parties in its use, as well as requests of persons authorized by law may be sent by contact details specified in section of the Agreement.

11. Contacts

Stergo FZCO

License Number: 15016

Address: Dubai Silicon Oasis, DDP, Building A2, Dubai, United Arab Emirates Email:

info@stergomedia.com