



# Terms & Conditions

Welcome to Popleads, your personal sales assistant designed for easy and simply managing your sales activities online. These terms & conditions are a legal agreement between the person or entity who is using the Popleads service ("You") and Popleads ("we").

These terms and conditions govern our respective rights and obligations with respect to Your access and use of the Popleads service and the electronic documentation associated with the service. By clicking the acceptance checkbox or accessing or downloading the Popleads extension You are agreeing to be bound by all of these Terms and Conditions.

If You do not agree to all of these Terms and Conditions, we are unwilling to grant You access to or use of the Service. In such case, do not click the acceptance checkbox or use the Service.

## General Terms

1. You must be human to use the Service. Any kind of bots and other automated methods are not permitted to access the Service.
2. We may communicate with you via email regarding your account, updates, news, and other issues related to your account. You are automatically subscribed to our mailing lists and newsletters. You can choose to opt out from receiving emails by sending e-mail to [info@Popleads.com](mailto:info@Popleads.com).
3. You are responsible for the security of your account and password. You will not share an account with anyone else and will follow our rules and the law. We cannot be liable for any loss or damage from your failure to comply with this security obligation.
4. You are responsible for any activity that occurs under your account (even if the activity is realized by others who have accounts under your account).
5. In case we believe that you are abusing the service, we may temporarily suspend your account and ask your cooperation in this regard.
6. We reserve the rights to accept or refuse to any potential client. We have the sole discretion on whether to allow you to register, renew, change plan, or use our service.
7. You are responsible for the social media accounts that will be used during registration processes. We are not liable for any inconvenience or wrong information related with the accounts.



8. Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.
9. You can use the same account by registering with multiple social media accounts.
10. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
11. You agree that we may make changes to these Terms and Conditions at any time without prior notice. We will notify you of such revisions by posting the updated version on the extension and send an e-mail to your account.
12. Any amendments, modifications, enhancements or changes to the Service made available by the Popleads from time to time shall be subject to these Terms and Conditions and will be realized without prior notice.
13. We ensure that the Service is available 24 hour a day. However, we shall not be liable if for any reason the Service is unavailable at any time or for any period.
14. Access to the Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control. The Company will provide technical support to then current subscribers to the Service by email only. Technical support will only be provided for bugs or errors in the Service that are reproducible by our technical team. You agree to provide with full and accurate details of all bugs and errors in the Service requested by our technical team. You acknowledge that we provide no warranty that all or any bugs or errors in the Service will be corrected.
15. You understand that we use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service
16. Technical support is available via email.

## Free Trial

If You register on the Popleads Service for a free trial, we will make the Service available to You on a trial basis free of charge until the earlier of the end of the free trial period or date that You commence use of the Service as a paying user. Any data You enter into the Service during the Free Trial Period can be exported by You prior to the end of the Free Trial Period. If the data is not exported prior to such time, it will be permanently lost unless You purchase a License to continue to use such Service before the end of the Free Trial Period. During the Free Trial Period, the Service is provided without any warranty and You hereby agree to be bound by all of the terms and conditions set forth herein.



## Rights Grant

You are permitted to use the Service for your own internal business purposes or for your own personal use on the following basis:

1. You can sign-in and start using the Service with a valid social media account.
2. If you provide or make available the Service in whole or in part in any form to any person including your employees, ("Invitees") you undertake to ensure that all Invitees comply with these Terms and Conditions that you shall remain responsible and liable for the acts or omissions of all Invitees to the same extent as if you had carried out such acts or omissions yourself.
3. All copyright and intellectual property rights in any information uploaded by you or your employees to the Website in connection with the Service shall remain vested in you, your employees or your licensors.
4. All copyright and other intellectual property rights in the Service and material on the Website (including without limitation photographs and graphical images) are owned by the Popleads or its licensors. Any use of extracts from the extension for any purpose is prohibited.
5. No part of the Service may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
6. Any rights not expressly granted in these Terms are reserved.

## Payment

Each account is for use by either a single legal entity (e.g. a company or a partnership) or an individual user. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network. Each user signed - in will be treated as a separate user and will be charged accordingly.

For paying accounts, you agree to provide us with a valid credit card number and authorise us to deduct from such card payment of the then current monthly fees. The fees are posted on our Service and we may vary these from time to time: please see our Plans and Pricing under Settings for the rates in force for the current month. The credit card must be registered in either your name or that of your organization. Credit card payments are subject to validation and authorisation checks of the card issuer.

The Service is billed monthly in advance on or around the 30th day after your account was created. Payments are non-refundable, and no refunds or credits will be given for any partial use within any month.



If you sign up for a fee account on a 30-day trial and do not cancel that account within 30 days, you will be asked to provide your credit card information in order to be billed monthly for your ongoing use of the Service on the 30th day following the date on which you initially signed up for your account. If you cancel your account (by using the 'Cancellation' link in 'Settings') within the first 30 days then you will not be charged.

If you upgrade from a free account to a fee paying account, there is no trial period. You will be charged for your first month immediately following any such upgrade.

Please note that if you downgrade your Package then you may lose content, features or capacity. We do not accept any liability.

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

All fees are exclusive of all taxes, charges, levies, assessments and other fees of any kind imposed on your use of the Service and shall be the responsibility of, and payable by, you.

We reserve the right to suspend your Service immediately if you fail to provide us with valid credit card details that enable us to charge the full amount of any outstanding fees and charges within 30 days of the due date. We will provide prior notice of our intention to suspend your Account by email to your then registered email address. If no payment is made to clear the full amount of any outstanding fees and charges within a further 60 days your account and all associated data will be deleted and the agreement between us set out in these Terms shall be automatically terminated.

## Disclaimer

YOU EXPRESSLY UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK AND LIABILITY. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. WE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY MATERIALS DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE,



WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM US, OUR EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT OTHERWISE EXPRESSLY STATED IN THESE TERMS.

### Liability

YOU AGREE THAT WE SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE POPLEADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL WE ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

### Intellectual Property Rights

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## Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of Popleads does not grant us the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for our commercial, marketing or any similar purpose. But you grant us permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Popleads to you.

## Indemnification

You agree to indemnify and hold harmless Nimble, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violation of any provisions of the Terms, or in connection with any other claim related to your use of the Services.

## Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of Popleads in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies.

Objections to suspension or disabling of user accounts should be made to [info@popleads.com](mailto:info@popleads.com) within thirty days of being notified about the suspension.

We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request. In addition, we reserve the right to terminate your user account and deny Popleads upon reasonable belief that you have violated the Terms and to terminate your access to any Service in case of unexpected technical issues or discontinuation of the Service. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your e-mail address and password and deletion of all data in your user account.

For any questions regarding this agreement, please contact us at [info@popleads.com](mailto:info@popleads.com)