

## **djimBA Terms & Conditions**

### **1. General provisions**

1.1. These Terms of use of the djimBA service (hereinafter - the Terms or the Agreement) determine the order of legal relations between a private entrepreneur Kurinnyi Bohdan registered under the laws of Ukraine and acting on the basis of the Extract from the Unified State Register of Legal Entities and Individual Entrepreneurs № 2068 000 0000 038154 of June 5, 2018 (hereinafter referred to as Contractor or djimBA) from the one part and user of services (hereinafter referred to as the Customer or User or Client), which, together with the Privacy Policy (<https://djimba.co/privacy-policy/>), regulates the order of access and usage of the djimBA Service, as well as provisioning of the services according to this Agreement.

1.2. The Customer may be an able-bodied individual who acts in his own interests or acts on behalf of and in the interests of a legal or natural person / individual enterprise.

1.3. The subject of this Agreement is the provision by the djimBA of the rights to access and use the Service, which carries out automated optimization of a set of recruiting and leadgeneration processes, subject to compliance with all restrictions and conditions of use of the Service in accordance with the functionalities and conditions of this Agreement.

1.4. This Agreement is a public contract and a public offer in accordance with Art. 633, 638, 641, 642 of the Civil Code of Ukraine, these Terms are the same for all Users. If any terms set forth in this Agreement are not accepted by a person who intends to use the Service, such person shall not be entitled to use the Service provided under this Agreement.

1.5. The Customer's actions performed for registration on the website <https://djimba.co> (hereinafter - the Service or djimBA), and further use of the Contractor's service is a full and unconditional acceptance of this Agreement in accordance with part 2. Art. 642 of the Civil code of Ukraine which is equated to the conclusion of the contract on the conditions stated below in the text.

1.6. Neither Party to this Agreement may assign (assign) any of its rights or obligations to third parties without the prior written consent of the other party, except in cases of merger or reorganization, if the acquirer (newly created legal entity) has agreed to comply with this Agreement.

1.7. On all issues not regulated by this Agreement, the Client and djimBA are guided by the current legislation of Ukraine.

### **2. Terminology**

2.1. In this Agreement, the terms are used in the following meanings:

**Public Offer**– Contractor's offer to any individual or legal entity to conclude Public Offer Agreement for the provision of access services to <https://djimba.co> on the terms and conditions set forth herein.

**Service** — services and products (software), provided by djimBA through the website located at: <https://djimba.co>.

**Contractor** - Individual Entrepreneur Kurinnyi Bohdan registered under the laws of Ukraine and acting on the basis of the Extract from the Unified State Register of Legal Entities and Individual Entrepreneurs № 2068 000 0000 038154 of June 5, 2018, the owner of <https://djimba.co> web service who delivers services specified in this Agreement.

**User** — individual and/or legal entity having access to the Service provided by the Client.

**Client** — a person who has paid for the right to access and use the Service under this Agreement and is the owner of an account.

**Content** — any information and materials that the Client (through the User) uploads or publishes in the Service.

**Trial period** – 7 days period after Client’s registration on Contractor’s website during which the Client is granted free of charge and full access to the web service.

**Confidential information** — any data, submitted by the Client, his Users and published in the Service in any way, as well as the djimBA data, which is considered its property or trade secret, directly or indirectly, which in any form was disclosed by the parties after the enactment of this Agreement.

**Account** — an entry in the djimBA’s system that stores data that allows identifying the User.

2.2. Terms not specified in this section are used in the text of these rules in the sense according to the current legislation of Ukraine.

### **3. Rights and obligations of the Parties**

3.1. Rights and obligations of the Contractor:

3.1.1. Provide services to the Customer in accordance with this Agreement.

3.1.2. djimBA reserves the right at any time to require the Client to confirm the data specified in the registration, and to request in this connection the relevant documents, the non-delivery of which, at the discretion of djimBA, can be considered similar to the provision of false information.

3.1.3. In the event of the termination of the Service, djimBA shall only interact with the Client to remove the relevant account data and allow the downloading of the Content.

3.1.4. djimBA provides access to the Service only with the use of the web interface, subject to the provisions of this Agreement.

3.1.5. djimBA uses a secure method of authentication and access to the Service, including managing user passwords and password protection using intelligent password management programs and/or transfer of passwords in encrypted form.

3.1.6. djimBA notifies the Client of any actions/events which, in the opinion of djimBA, may lead to, or have led to, unauthorized access, disclosure, use or damage to the Client's Content.

3.1.7. In the event of a breach of the security and authentication procedure, access to the Service, djimBA cooperates with the Client to determine the cause of the violation and to identify the modified Content and also assists the Client in investigating and preventing a repeated violation.

3.1.8. djimBA takes measures to protect Content and its reliable storage taking into account technological development and the cost of implementing such measures.

3.1.9. djimBA guarantees that it has all the necessary rights under this Agreement to provide them to the Client, including the documentation for the Service.

3.1.10. djimBA does not review and audit the Content placed by the Client, nor does it acquire any rights, including intellectual property rights, to the Client's content.

3.1.11. djimBA reserves the right at any time, at his own discretion, to take any action that he considers necessary with respect to the Content that violates the terms of this Agreement and its annexes, including its deletion.

3.1.12. djimBA reserves the right to add, modify or terminate, temporarily or completely, any functionality of the Service at any time, with or without notifying the Client, unless the Owner makes changes that significantly reduce the functionality of the Service. In the latter case, the Owner will send the Client a corresponding warning within 5 (five) days, and the Client has the right to terminate this Agreement unilaterally.

3.1.13. djimBA reserves the right to temporarily suspend access to the Service in order to maintain, repair it or install updates. djimBA will send a notice at least 2 (two) working days prior to the suspension of the relevant access. djimBA has the right to temporarily suspend access to the Service under conditions requiring urgent action to protect the Service. djimBA carries out all reasonable means and methods to minimize the operational suspension of the Service.

3.1.14. For the implementation of the technical support, djimBA has the right to require the Client/Users to provide information related to the account data, technical specifications of the equipment.

3.1.15. djimBA has the right to involve third parties to maintain the efficiency of the Service, remaining under this Agreement responsible to the Client for the actions of those involved.

3.1.16. djimBA may provide the possibility to integrate the Service with third-party products of choice and at risk for the Client. In this case, djimBA shall not be liable for the consequences of such integration. djimBA has the right to modify or discontinue the integration of the Service with other services and products of third-party suppliers without prior notice to the Client.

3.1.17. djimBA has the right to unilaterally change the terms of this Agreement by placing modified text on the Internet at <https://djimba.co>. In the event of the introduction of the djimBA changes to the terms of this Agreement, they will come into force from the moment of publication, unless another term and the procedure for the entry into force of such amendments to this Agreement are made when they are published.

3.1.18. The service may be incompatible with the computer or other equipment of the Client. The service is provided by the owner "as is". djimBA does not guarantee any results that the Client intended to achieve (receive) using the Service.

### **3.2. Rights and obligations of the Customer:**

3.2.1. Only Clients have the right to use the Service. In order to access the Service, individuals must provide their full name(s), valid email address and other information required for registration.

3.2.2. Upon registration, the Client specifies his/her email address, which will be used as a login for access to the Service, and independently chooses a login (a unique character name for the account and password for access to the account. djimBA has the right to prohibit the use of certain logins, as well as set the login and password requirements (length, valid characters, etc.).

3.2.3. The Client/User independently bears the responsibility for the security (resistance to cracking) of their chosen password, as well as independently provide the confidentiality of their password.

3.2.4. Each Client is provided with a unique identifier for access to the Service. The Client shall ensure that each User's name, the User is used only by the Client (in the activities of the Client), and not used by other persons.

3.2.5. The Client is responsible for protecting the user names and passwords or other codes related to the Service, as well as for the compliance of the Content with the requirements of the Law.

3.2.6. The Client undertakes to abide by the policies and procedures for preventing the unauthorized use of User Names and Passwords and immediately notify djimBA of suspicion of loss of passwords or their unauthorized use by third parties.

3.2.7. The Client undertakes not to independently and not allow other persons to provide access to the Service and transfer the rights to use the Service to third parties, and / or use the Service by broadcasting on Internet sites, both commercial and non-commercial, to make modifications Service, and / or publish any fragments and components of the Service.

3.2.8. The Client is given the right to place his/her Content and use the functional capabilities of the Service in the volumes determined by the chosen tariff.

3.2.9. Client agrees to inform the Users of the content of this Agreement and to ensure that they comply with its terms. Client is responsible for the actions / omissions of Users while using the Service, including for the disclosure / deletion of Content and the disclosure / dissemination of Confidential Information.

3.2.10. The Client has no right to copy, resell or in any other way reproduce or alienate the Service. The Client/Users undertake not to use access to the Service or any part of the Service, except for the Client's own (internal) activities.

3.2.11. This Agreement does not give the Client any right to use any trademarks, logos, domain names and other objects of exclusive rights used by the Owner during the offer of the Service. The Client undertakes to use the Service in such a way so as to inadvertently or intentionally not cause a mistaken impression about the Owner of the Service or the services and products that are provided by the Owner via the website located at <https://djimba.co>

3.2.12. The Client has no right to download, publish, transmit, store, distribute via the Service (or directly to the Service) viruses, malware, computer programs that are self-reproducing and contain any destructive codes, spyware or other malicious software.

3.2.13. The Client acknowledges and agrees that all property rights, exclusive and other rights in relation to the Service belong to djimBA. The client has permission to use the Service exclusively through the site <https://djimba.co>

3.2.14. The Client has the right to regularly backup and store all of their Content on third-party and independently selected services (cloud, local, etc.), using appropriate technical means and tools, without violating the Owner's intellectual property rights.

3.2.15. Client/Users have the right to apply to the djimBA Technical Support Service without additional remuneration. Technical support is provided to Clients with active access to the Service by e-mail or through the page at [contact@djimba.co](mailto:contact@djimba.co) or through JivoSite.

#### **4. Payments, change of access rights and service usage rights**

4.1. The Client pays for the service at the rates set by djimBA on the website <https://djimba.co>. djimBA reserves the right to change the established tariffs in the event of changes in market conditions or other significant circumstances. The Client at his own discretion chooses the tariff from the provided current ones, according to which he will pay for the service.

4.2. Payment for services is made on a prepaid basis. In case of non-payment within the specified period, djimBA suspends the provision of services. After making the payment, the Client automatically, within 24 hours, proceeds to receive the amount of paid services that he has paid for.

4.3. djimBA has the right to unilaterally change the cost of Tariffs for granting the right to access and use the Service, by posting (publishing) such changes at <https://djimba.co>.

4.4. Changes in pricing shall be carried out from the next month after receiving the payment.

4.5. The fee for using the Service is paid by the Client monthly after the expiration of the free trial period, which is 7 (seven) calendar days. The fee for using the Service will be paid every thirty calendar days in the form of a subscription.

4.6. Payment for services is made by the Client on the service <https://admin.djimba.co> through any secure payment service by transferring funds to the bank account djimBA. The credited funds, as well as the current balance are displayed in personal accounts on the website <https://admin.djimba.co>

## **5. Protection of personal data**

5.1. The Client and djimBA undertake to comply with the requirements of the Law of Ukraine "On Personal Data Protection" and the djimBA Privacy Policy.

5.2. By accepting this Agreement, Customer warrants that it has every legal basis to collect, register, accumulate, store, adapt, modify, update, use and distribute (distribute, transmit), depersonalize, destroy personal data and other information constituting the content of the Content using the Service.

## **6. Liability of the Parties and dispute settlement procedure**

6.1. Violation of the terms of this Agreement results in responsibility stipulated by the legislation of Ukraine.

6.2. djimBA is not liable to the Client/Users for any losses, any loss of income, profits, information or savings related to the use or inability to use the Service, including in the case of prior notice from the Client/Users about the possibility of such damage or any third party claim.

6.3. djimBA is exempt from liability for failure to perform or improper performance of this Agreement if this is due to external circumstances and/or actions (inaction) of third parties if such circumstances and actions/inactions are beyond control and/or occur without the djimBA's fault.

6.4. Having installed the website plugin for web browser, the Client recognizes and accepts that plugin will automatically send information (i.e., first name, surname, pictures, work experience, contact details, location etc.) of specialist seen by the Client on external web site to djimba.co web service and this information is to be available for all users of the web service.

6.5. In case of violation by the Customer the terms of this Agreement and / or the requirements of current legislation of Ukraine, as a result of which the Contractor suffered damages and / or filed claims / lawsuits by Users or third parties, the Customer shall fully compensate the Contractor for all damages caused by such violation, including the amount of penalties paid by the Contractor for such violation and undertakes to satisfy claims / claims of Users or third parties by their own forces / means and at their own expense.

6.6. All disputes and disputes between the Parties shall be settled through negotiations. In case of failure to reach an agreement as a result of negotiations, or in the event that one of the

Parties evades negotiations, disputes shall be considered in court in accordance with the current legislation of Ukraine.

6.7. In case of non-payment for the use of the Service within 5 (five) calendar days after the expiration of the free trial period or the expiration of the next paid 30 (thirty) calendar days of the right to use the Service, djimBA blocks access to the Service until payment. The moment of payment is crediting funds to the current account of djimBA.

6.8. Each party agrees to comply with this Agreement in accordance with the laws of Ukraine. All disputes that will arise directly or indirectly from this Agreement shall be resolved in accordance with the current legislation of Ukraine.

6.9. The Client undertakes to indemnify djimBA for any damages that may arise as a result of the Client's breach of obligations under this Agreement. djimBA shall promptly notify Customer of any claim or loss that directly or indirectly relates to Customer's breach of its obligations under this Agreement. The Client undertakes to assist djimBA in protecting against any claims, lawsuits, complaints received from third parties in the event that they arise as a result of the Client's breach of obligations under this Agreement.

## **7. The force majeure**

7.1. Neither party is liable for violation of the Rules, if it was the result of force majeure, in particular, but not limited to: enemy attacks, blockades, hostilities, riots, illegal actions of third parties, fires, explosions, long interruptions in transport, acts of state / local authorities, prohibitions (restrictions) on exports / imports, etc., as well as circumstances caused by exceptional weather conditions and natural disasters, in particular: epidemic, cyclone, hurricane, tornado, floods, earthquakes, drought, etc., as well as other circumstances that are beyond the control of the Parties and could not be foreseen and taken into account by the Parties (hereinafter - "force majeure").

7.2. The Party that is under the influence of force majeure must notify the other Party within 3 (three) calendar days from the occurrence of such force majeure by the main means of communication and / or to the e-mail address of the other Party.

7.3. Appropriate documentary evidence of force majeure is the relevant document (certificate) of the Chamber of Commerce and Industry of Ukraine or another body authorized to issue the relevant documentary evidence.

7.4. Upon the expiration of force majeure, the Party that was under such circumstances shall notify the other Party of the termination of these circumstances within 3 (three) calendar days from the expiration of force majeure by the main means of communication and / or to the e-mail address, and / or by telephone number.

7.5. In the event that the Parties do not agree on the validity of force majeure, the Party invoking force majeure shall, at the request of the other Party, provide an appropriate document containing information on the duration of force majeure. This document must be provided by the Party that refers to force majeure within the original within 30 (thirty) calendar days from the date of receipt of the relevant request from the other Party.

7.6. In case of violation of the requirements of p. 7.2-7.5. of this Agreement, a Party that has been subject to force majeure shall be deprived of the right to invoke force majeure as a ground for exemption from liability for failure to fulfill its obligations under this Agreement.

## **8. The validity of relationships between the parties and the procedure for termination**

8.1. The term of this Agreement starts its course from the moment of acceptance of this offer and is in force until the use of the Service is terminated at the end of the relevant period or on other grounds provided for in the Agreement.

8.2. Any Party of this Agreement has the right to terminate it at any time, by written notice to the other Party in the event of a material violation of the terms of this Agreement.

8.3. djimBA has the right to unilaterally terminate this Agreement by the Client in violation of the terms of this Agreement, notifying the Client one working day before the scheduled date of such termination, without subsequent payment of any compensation to the Client related to the termination.

8.4. If the Client intends to cancel his right to access and use the Service or cancel an account, the Client has the ability to do it on his behalf at any time, using the appropriate functions of the Service. Termination of the right to access and use the Service or cancellation of the account in any other way is not allowed.

8.5. The Client will remove all of their Content from the Service before the termination of this Agreement or cancellation of the account. djimBA has the right to remove or delete all Content stored in the Service after the termination of the Agreement or the termination of the right to access and use the Service. djimBA does not undertake to inform the Client about the removal of his Content after the termination of the Agreement or the right to access and use the Service. djimBA is not responsible to the Client or any users for the removal of Content in accordance with this Agreement.

8.6. djimBA may provide the Client with access to his Content after the termination of the Agreement or the termination of the right to access and use the Service for a fee.