

# Terms and Conditions

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You represent and warrant that You are at least 18 years old or visiting this Site under the supervision of a parent or guardian.

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## *Account*

In order to access some features of this Site, You may be required to register and We may assign to You, or You may be required to select, a password and user name or account identification. If You register, You agree to provide Us with accurate and complete registration information, and to inform Us immediately of any updates or other changes to such information.

You are solely responsible for protecting the security and confidentiality of the password and identification assigned to You. You shall immediately notify Us of any unauthorized use of Your password or identification or any other breach or threatened breach of this Site's security. Each time You use a password or identification, You will be deemed to be authorized to access and use the Site in a manner consistent with these Terms, and We have no obligation to investigate the authorization or source of any such access or use of this Site. You WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY SELECTED BY, OR ASSIGNED TO, You

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- User Content that may impinge upon or violate the publicity, privacy or data protection rights of others, including pictures, videos, images or information about another individual where You have not obtained such individual's consent;
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## *newo.io*

Our product, newo.io, is a social commerce app. The Site works similar to known social media outlets but with the main features being designed to meet the needs of businesses and business people presenting their products and needs.

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## *Subscription Plans*

We and Our Site offer You the possibility to use Our services entirely for free, should You select the Freemium Plan. The Freemium plan gives You access to all features, but with quantitative restrictions. You can only be using Our Site in a limited amount of industries simultaneously, contact a limited amount of other Users, if You are not an accepted follower of them and send a limited amount of inquires through Our Site. The Premium and Unlimited Plan offer You the same features but with higher or no limitation. We offer different kinds of Plans in duration, limits and pricing. You can find an overview here: <https://www.newo.io/plans>

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## *Purchases on this Site*

You agree that all of Your transactions with or through this Site may, at Our option, be conducted electronically from start to finish. If We decide to proceed non- electronically, those transactions will still be governed by the remainder of these Terms unless You enter into different terms provided by Us. Only valid credit cards or other payment methods acceptable to Us may be used. By submitting Your details, You represent and warrant that You are authorized to use the designated card or method. If the card (or other method) cannot be verified, is invalid, or is not otherwise acceptable, Your payment may be suspended or cancelled automatically. Purchases of Our product/services are based on a subscription model, which is billed and collected according to the subscription plan selected by you. If You order subscription plans for multiple users at once (e.g. Your entire organization), the payment and billing will be handled in one transaction and one invoice stating all subscription plans and corresponding users. Subscription plans are renewed automatically and Your payment method will be charged on the due date of Your automatically renewed subscription plan until cancelation. The features of Our Site, which You purchase with Your subscription plan, will be unlocked immediately after Your successful payment.

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To the fullest extent permitted by applicable law, You agree to defend, indemnify and hold harmless Us and Our subsidiaries and affiliates, and Our respective officers, directors, agents, partners, members, employees, independent contractors, service providers and consultants ("Our Related Parties"), from and against any claims, damages, costs, liabilities and expenses (collectively, "Claims") arising out of or related to (a) Your access to and use or misuse of this Site; (b) any User Content You post, upload, use, distribute, store or otherwise transmit on or through this Site; (c) any Feedback that You provide; (d) Your violation of these Terms; and (e) Your violation of any rights of another. You agree to promptly notify Us of any third party Claims, cooperate with Us in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including but not limited to attorneys' fees). You further agree that the We shall have the right to control of the defense or settlement of any third party Claims.

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You agree that Our remedy at law for any actual or threatened breach of these Terms would be inadequate and that We shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that We may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees. No right or remedy of Ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses.

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We reserve the right to modify or discontinue, temporarily or permanently, this Site or any features or portions thereof without prior notice.

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## *Severability*

If any these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed several and shall not affect the validity and enforceability of any remaining provision.

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