

Terms of Service

1. General Provisions

1.1. Imagecdn.ru (hereinafter – “Imagecdn”) offers Internet users (hereinafter – the “User”) the opportunity to use its services on the terms and conditions of this User Agreement (hereinafter - the “Agreement”, “User Agreement”). This Agreement shall take effect upon the User’s express agreement with its terms according to Clause 1.4 hereof.

1.2. Imagecdn offers Users access to a wide range of services including navigation, communication tools, search engine, tools for posting and storing information and materials (content), content personalization, shopping, etc. All currently available services as well as their development and/or addition of new services shall be the subject of this Agreement.

1.3. The use of Imagecdn services shall be regulated by this Terms of Service, Privacy Policy (<https://imagecdn.ru/policy.pdf>). This Terms of Service may be amended by Imagecdn without notice, and a new revision of this Terms of Service shall take effect when posted online at the web address given in this paragraph, unless otherwise stated in the new revision of this Terms of Service. The current revision of this User Terms of Service is always available at <https://imagecdn.ru/terms.pdf>.

1.4. By starting the use of any services/certain functions or going through the registration procedure, the User shall be deemed to have accepted the terms of this Terms of Service in full without any limitations or exceptions. If the User does not agree to any provisions of this Terms of Service, the User must not use Imagecdn services. If Imagecdn makes any amendments to this Terms of Service as prescribed by Clause 1.3 hereof to which the User does not agree, the User shall cease to use any Imagecdn services.

2. User Registration. User Account.

2.1. To use certain Imagecdn services or certain specific functions of services, the User shall complete registration to create a unique account.

2.2. Upon registration the User shall provide valid and complete information requested in the registration form and shall regularly update such information. If the User provides invalid information or Imagecdn has reasons to believe that any information provided by the User is incomplete or invalid, Imagecdn may at its discretion block or delete the User’s account or deny the User the use of any services (or certain functions).

2.3. Imagecdn shall reserve the right to require at any time that the User verify the information provided upon registration and to request supporting documents (personal identification documents in particular); failure to provide these documents may, at Imagecdn's discretion, be regarded as provision of invalid information and entail consequences according to Clause 2.2 hereof. In case the User's information specified in the documents provided by him/her fails to conform to the information provided upon registration or if the information provided upon registration does not make it possible to identify the User, Imagecdn shall reserve the right to deny User's access to the User account and to usage of Imagecdn services.

2.4. Any personal information of the User contained in the User account shall be stored and processed by Imagecdn according to Privacy Policy (<https://imagecdn.ru/policy.pdf>).

2.5. Means of access to the User’s account.

2.5.1. Upon registration the User shall choose a login (a unique account name of the User) and password to access the account. Imagecdn may prohibit the use of certain logins and impose other requirements on the login and password (length, permissible symbols, etc.).

2.6. The User shall be responsible for security of the chosen means of access to his/her account and for confidentiality of such means. The User shall be responsible for any actions (and their consequences) in and with Imagecdn services through the User's account including voluntary transfer by the User of information required to access the User account to third parties on any conditions (including by contracts or agreements). Any actions in or with Imagecdn services performed through the User's account shall be considered done by the User, except for the cases when the User as prescribed by Clause 2.6 hereof notifies Imagecdn of unauthorized access to Imagecdn services through the User's account and/or any other breach (alleged breach) of confidentiality of the chosen means of access to his/her account.

2.7. The User shall promptly inform Imagecdn of any instances of unauthorized (not allowed by the User) access to Imagecdn services through the User's account and/or any breach (alleged breach) of confidentiality of the chosen means of access to his/her account. For security reasons, the User shall securely log out after completing each session (Log Out button) of operating Imagecdn services. Imagecdn shall not be responsible for any potential loss or damage of information as well as any other consequences appearing as a result of failure by the User to comply with this part of this Agreement.

2.8. Account use by the User.

2.8.1. The User may not reproduce, duplicate or copy, sell, resell or use for any commercial purposes any parts of Imagecdn services (including content available to the User through services) or access to Imagecdn services, except when authorized by Imagecdn or it is directly stated in the user agreement for any service.

2.8.2. Certain categories of User accounts may restrict or disable the use of certain Imagecdn services or some of their options if required so by the registration or user terms and conditions regulating such services.

2.9. Account termination. Imagecdn may block or delete the User's account as well as prohibit access through any account to certain Imagecdn services and delete any content without giving reasons including in case the User violates the terms of this Agreement and terms of any documents listed in Clause 1.3 hereof and in case of failure to use a service, including the following:

2.9.1. An account at Imagecdn is deleted if the User does not use it for over 12 months.

2.10. User account deletion.

2.10.1. The User may at any time delete its account at all Imagecdn services or, if such option is available, terminate the account in respect of certain services.

2.10.2. An account shall be deleted by Imagecdn as follows:

2.10.2.1. an account is blocked for one month during which the User cannot access its account, while the content posted through such account may be deleted;

2.10.2.2. if within such period the User's account is restored, the User's access to the account will be renewed, but the content posted through such account might not be restored;

2.10.2.3. if within such period, the User's account is not restored, all content posted through the account shall be deleted, and the login shall be available to other users. From such moment, restoration of account or any related information as well as access to Imagecdn services through the account is not available.

2.10.3. The procedure described in Clauses 2.10.2.1., 2.10.2.2., 2.10.2.3 hereof (except for login availability to other users) shall also apply to prohibiting access through any account to certain services.

3. General Usage and Storing Provisions

3.1. Imagecdn may impose restrictions on the use of services for all Users or certain categories of Users (depending on the User's location, language of the service, etc.) including: availability/unavailability of certain service functions, period of storing files at service and any other content, maximum size of an electronic message or disc space, maximum number of service uses in a certain period, maximum period of content storage, special parameters of downloadable content, etc. Imagecdn may prohibit automatic requests to its servers as well as terminate acceptance of any automatically generated information (for instance, electronic spam or DDoS).

3.2. Imagecdn has the right to send information messages to the users. Using the services of Imagecdn, the User agrees to receive advertising messages in accordance with Part 1, Article 18 of the Law "On Advertising". The User has the right to decline receiving advertising messages by using the corresponding functionality of the service, as part of which or in connection with which the User has received advertising messages.

4. User Content

4.1. The User shall be responsible for compliance of any content posted by the User with applicable legal requirements including responsibility to third parties in case posting by the User of any content or its subject matter infringes on rights and legitimate interests of third parties including personal non-property rights of authors, any other intellectual property rights of third parties and/or encroaches on other intangible assets.

4.2. The User acknowledges and agrees that Imagecdn is not under obligation to review any content posted and/or distributed by the User through Imagecdn services and that Imagecdn has the right (but shall not be obliged to) at its discretion to prohibit the User from posting and/or distributing content or may remove any content available through Imagecdn services. The User acknowledges and agrees that the User shall independently assess any risks related to using content including its reliability, validity or usefulness.

4.3. The User acknowledges and agrees that technologies of service operation may require reproduction (replication) of User content by Imagecdn as well as its processing by Imagecdn for compliance with technical requirements of a particular service.

5. Terms of Imagecdn Service Use

5.1. The User shall be responsible to third parties for any actions related to the use of Service including any actions resulting in violation of rights and legitimate interests of third parties as well as compliance with laws upon using the Service.

5.2. Upon using Imagecdn Service, the User shall not:

5.2.1. download, send, transmit or in any other way post and/or distribute any content that is illegal, harmful, slanderous, unethical or violates intellectual property rights, promotes hatred and/or racial, ethnic, sexual, religious or social discrimination or is insulting to any persons and/or organizations;

- 5.2.2. violate third party rights including underage people and/or cause harm in any way;
- 5.2.3. impersonate any other person or representative of an organization and/or community without being authorized to do so, including employees of Imagecdn, forum moderators, website owners and apply any other forms and methods of unlawful representation of other persons online as well as mislead other users and Imagecdn regarding features and characteristics of any subjects or objects;
- 5.2.4. download, send, transmit or otherwise post and/or distribute content if not authorized to do so by law or contract;
- 5.2.5. download, send, transmit or otherwise post and/or distribute any materials containing viruses or other computer codes, files or programs designed to breach, destroy or limit the operation of any computer or telecommunication equipment or software, for unauthorized access as well as serial numbers to commercial software and generation programs, logins, passwords and other means to receive authorized access to fee-based online resources, or post links to such information;
- 5.2.6. collect and store personal information of other persons without proper authorization;
- 5.2.7. interfere with regular operation of Imagecdn websites and services;
- 5.2.8. assist any actions to violate any restrictions and prohibitions imposed by this Agreement;
- 5.2.9. otherwise violate legal standards including international law.

6. Exclusive Rights to Services and Content

- 6.1. Any objects available through Imagecdn services including design elements, text, graphics, illustrations, video, software, databases, music, soundtracks and other objects (hereinafter – service content) as well as any content posted at Imagecdn services are exclusive property of Imagecdn, Users and other right holders.
- 6.2. Any content and service elements may be used only within functions offered by a particular service. No elements of Imagecdn service content as well as any content posted at Imagecdn services may be used in any other way without the right holder's prior consent. The term "use" shall include reproduction, duplication, processing and distribution on any basis, representation on frame, etc. The exception shall be any cases prescribed by Russian laws or terms of use of a certain Imagecdn service.

7. Third Party Websites and Content

- 7.1. Imagecdn services may contain links to other websites (third party websites). Such third parties and their content are not verified by Imagecdn for compliance with any requirements (validity, completeness, accuracy, etc.). Imagecdn shall not be responsible for any information or materials posted at third party websites that the User may access through the services including any opinions or statements at third party websites, advertising, etc. as well as availability of such websites or content and consequences of their use by the User.
- 7.2. A link (in any format) to any website, product, service, any commercial or non-commercial information published on the Website shall be considered as approval or recommendation of such products (services, activities) by Imagecdn, unless directly stated at Imagecdn resources.

8. Advertising at Imagecdn Services

8.1. Advertising on the service is lacking.

9. No Guarantees, Limitation of Liability

9.1. The User uses Imagecdn services at his own risk. Services are provided as is. Imagecdn accepts not responsibility including for compliance of services with the User's goals;

9.2. Imagecdn does not guarantee that services comply/will comply with User's requirements; that services will be provided without interruptions, promptly, sustainably and without errors; that results received with the use of services are accurate and reliable and may be used for any purposes or in any capacity (for instance, for identification and/or verification of any facts); that the quality of any product, service, information, etc. received through the services will meet the User's expectations;

9.3. Any information and/or materials (including downloadable software, messages, any instructions and guidelines, etc.) which the User accesses through Imagecdn services may be used by the User at his own risk and the User shall be responsible for any potential consequences of the use of such information and/or materials including any damage to the User's computer or third parties, loss of information or any other damage;

9.4. Imagecdn shall not be liable for any losses resulting from the User using Imagecdn services or separate parts/ functions of services;

9.5. Under any circumstances, Imagecdn's liability under Article 15 of the Civil Code of Russia is limited to 10,000 (ten thousand) RF rubles and shall be imposed in case of guilty actions.

10. Other Provisions

10.1. This Agreement is an agreement between the User and Imagecdn regarding the procedure of using services and shall replace all previous agreements between the User and Imagecdn.

10.2. This Agreement shall be regulated and interpreted according to laws of the Russian Federation. Any issues not regulated hereby shall be settled according to Russian law. Any disputes arising out of relations regulated by this Agreement shall be settled as prescribed by applicable Russian laws according to Russian legal standards. In any part of this Agreement, unless otherwise stated, the term "law" shall mean laws of the Russian Federation as well as laws of the country of the User's location.

10.3. Due to the fact that services under this Agreement are provided free of charge, standards on consumer rights' protection under Russian laws shall not apply to relations between the User and Imagecdn.

10.4. Nothing in this Agreement shall be interpreted as agency, partnership, mutual activities, employment or any other relations not directly stated in this Agreement.

10.5. If for any reasons one or several provisions of this Agreement are declared invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions hereof.

10.6. Failure by Imagecdn to act in case of violation by the User or any other users of the provisions of this Agreement shall not deprive Imagecdn of the right to take action to protect its interests in the future and shall not be interpreted as waiver by Imagecdn of its rights in case of any future similar or identical violations.