

# PARQUETRI TERMS & REGULATIONS

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls.

## Special Terms

By "**User**" or "**Users**" it is meant each user of the Parquetri app and services. Each User must be a real and legal person. By "**Company**" or "**Companies**" it is meant each company using the Parquetri app and services. Each company must be a real and legal subject.

### 1. Privacy Policy

Your privacy is very important to us. We designed our Data Policy to make important disclosures about how you can use Parquetri to share with others and how we collect and can use your content and information. We encourage you to read the Data Policy to use it to help you make informed decisions.

### 2. Sharing Your Content and Information

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub- licensable, royalty-free, worldwide license to use any IP content

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that you post on or in connection with Parquetri (IP

License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.

2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. We always appreciate your feedback or other suggestions about Parquetri, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

### **3. Safety**

We do our best to keep Parquetri safe, but we cannot guarantee it. We need your help to keep Parquetri safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on Parquetri.
2. You will not collect users' content or information, or otherwise access Parquetri, using automated means (such as harvesting bots, robots, spiders,

or scrapers) without our prior permission.

3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Parquetri.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will not use Parquetri to do anything unlawful, misleading, malicious, or discriminatory.
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of Parquetri, such as a denial of service attack or interference with page rendering or other Parquetri functionality.
11. You will not facilitate or encourage any violations

of this Statement or our policies.

#### **4. Registration and Account Security**

All Parquetri users must provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Parquetri , or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use Parquetri if you are under 13.
5. You will not use Parquetri if you are a convicted sex offender.
6. You will keep your contact information accurate and up-to-date.
7. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.

8. You will not transfer your account to anyone without first getting our written permission.
9. If you select a username or similar identifier for your account, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

## **5. Protecting Other People's Rights**

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on Parquetri that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Parquetri if we believe that it violates this Statement or our policies.
3. We provide you with tools to help you protect your intellectual property rights.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your

account when appropriate.

6. You will not use our copyrights or Trademarks or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
7. If you collect information from users, you will: obtain their consent, make it clear you (and not Parquetri) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Parquetri.

## **6. Special Provisions Applicable to Software**

1. If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree

that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.

2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you

express written permission.

## **7. Amendments**

1. We'll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.
2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on it.
3. Your continued use of the Parquetri Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

## **8. Termination**

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Parquetri to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the certain provisions will still apply.

## **9. Disputes**

1. If anyone brings a claim against us related to your actions, content or information on Parquetri, you

will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Parquetri and are not responsible for the content or information users transmit or share on Parquetri. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Parquetri. We are not responsible for the conduct, whether online or offline, of any user of Parquetri.

2. WE TRY TO KEEP PARQUETRI UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING PARQUETRI AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT PARQUETRI WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT PARQUETRI WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. PARQUETRI IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM



ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR PARQUETRI, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR PARQUETRI WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, PARQUETRI'S LIABILITY WILL BE LIMITED TO THE FULLEST

EXTENT PERMITTED BY APPLICABLE LAW.

## **10. Special Provisions Applicable to Users Outside the United States**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Parquetri outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Parquetri (such as advertising or payments) or operate a Platform application or website. You will not use Parquetri if you are prohibited from receiving products, services, or software originating from the United States.

## **11. Definitions**

1. By "Parquetri" or "Parquetri Services" we mean the features and services we make available, including through (a) our website at [www.parquetri.com](http://www.parquetri.com) and any other Parquetri branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social

plugins; and (d) other media, brands, products, services, software (such as a toolbar), devices, or networks now existing or later developed.

Facebook reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not this SRR.

2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Parquetri or provide data to us.
3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Parquetri.
4. By "content" we mean anything you or other users post, provide or share using Parquetri Services.
5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Parquetri or provide to Parquetri through Platform.
6. By "post" we mean post on Parquetri or otherwise make available by using Parquetri.
7. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "application" we mean any application or

website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

9. By “Trademarks” we mean the list of trademarks provided here.

## **12. Other Informations & Contact**

1. Whether you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Parquetri, s.r.o., Nepelova 949/3, Prague, 19800, Czech Republic, IČO: 04397231. This Statement is an agreement between you and Parquetri, s.r.o., Nepelova 949/3, Prague, 19800, Czech Republic, IČO: 04397231 for all other countries. References to “us,” “we,” and “our” mean Parquetri, s.r.o., as appropriate.
2. This Statement makes up the entire agreement between the parties regarding Parquetri, and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will

not be considered a waiver.

5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. We reserve all rights not expressly granted to you.
11. You will comply with all applicable laws when using or accessing Parquetri.

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**By using or accessing Parquetri Services, you agree that we can collect and use such content and information in accordance with the Data Policy as amended from time to time. You may also want to review the following documents,**

**which provide additional information about your use of Parquetri:**

- **Payment Terms.** These additional terms apply to all payments made on or through Parquetri, unless it is stated that other terms apply.
- **How to Report Claims of Intellectual Property Infringement.** Any infringement of intellectual property should be reported to Parquetri support via the Parquetri app.

### **13. PARQUETRI PRINCIPLES**

#### **PARQUETRI PAYMENTS**

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When you use the Parquetri Payments service to pay for things or to earn fractals on Parquetri, you agree that we may **communicate with you electronically** any important information regarding your purchases or your account.

Protecting the privacy of your financial information is important to us. Please review our **Privacy Policy**, including our Annual Privacy Notice, to learn more about what information we share, what we do not share, and how we keep your information safe.

### **14. Purchase & Payments for Using Parquetri**

1. Using Parquetri application and all Parquetri services is free for all Companies and all Users. You can register as a Company or as a User for free as well. Using Parquetri PREMIUM version

and BOOK/HIRE function may be charged according to the current tariff.

2. In case your item/service is sold via Parquetri using Parquetri 3D secure payment gateway, Parquetri charges a commission of 4% of the amount for each successful sale. You can deactivate/activate the Parquetri 3D secure payment gateway at any time using the "Settings" button.
3. By presenting an item on Parquetri the company is obliged to sell it to any User. Selling an item might be done by purchasing the item, selling it for Fractals /Parquetri virtual monetary unit/ or in special cases giving it away for free to the User as a revenue.
4. Each item posted on Parquetri should not be later changed or modified, the only modification of an item already posted may be done with the help of Parquetri Support.
5. All shipping costs are covered by the company /in the case of giving away an item for free/.
6. All shipping costs are covered by the company in the case of selling the item for fractals.
7. All shipping costs are covered by the user, if the user purchases an item for money not using any of the previously mentioned methods in the

section 5-6.

8. The company is not responsible and does not cover any tax duties in the case of international shipping.
9. The company is obliged to contact the user immediately after purchasing an item regarding the delivery and shipping of the item.
10. The user is obliged to cooperate with the company regarding the purchase and delivery of the item purchased.
11. All prices of the items on Parquetri does not include taxes. When purchasing an item for money the user may pay some additional taxes or VAT attached to it as well as additional fees in case of international shipping.
12. All prices of the items on Parquetri should content packing and shipping fees included in the prices.
13. When purchasing an item for fractals /Parquetri virtual monetary unit/ by the user, the company is obliged to cover all shipping and packing expenses as well as all additional taxes /if any/ for it.

## **15. Complaints & Contact**

If you have any complaints, please contact the Parquetri Customer Service using the



"Support" button or via email:  
peter@parquetri.com

## **16. Refund Policy & Payment Claims**

To qualify for chargeback of the payment transaction in the following cases,

- (a) failure to provide a service
- (b) non-receipt of good/service
- (c) confusion of good/service
- (d) duplicated transaction

please contact the Parquetri customer support.

Parquetri is not a store, but always tries to achieve positive settlements of justified complaints. In cases

- (b) and (c), the claims will be settled directly in cooperation with the sellers of goods/services.

## **17. Delivery Terms & Conditions**

Delivery deadlines for purchased products/ services may, in individual cases vary depending on the location of the seller/company. Products/ services are usually shipped via postal service

economically and therefore the duration of delivery of individual products/services may range between 2 and 6 weeks. For more informations about the exact delivery time of a particular product/service please contact its seller/company. More details concerning the shipping costs are specified in the section 14. (5-7) of Parquetri Terms & Regulations.

## **18. Warranty**

Parquetri is not a store, but it arranges purchases and sales between sellers/companies and buyers/users at both domestic and international levels. Therefore, the individual product/service warranties may vary depending on the company/seller's location and in the case of the discounted or second-hand/re-purchased goods. If you are interested in more detailed information regarding the warranty for specific goods/services, please contact its seller/company directly.

## **19. Data Policy and Copyright**

Each user is obliged to be the author of each of his/her presentation posted on Parquetri. The user should possess all the video, musical, text or any other components of the presentation or should have an authorization for using such components. Parquetri is

not responsible for any copyright issues caused by the users. Violation of the copyrights of others may lead to the deletion of such posted presentations/profiles on Parquetri.

## **20. List of prohibited sectors of business**

**The Parquetri team checks and verifies all companies (incl. the business categories) that make registration. This is a list of business categories that can not register and use the Parquetri app. Violation of this prohibition will result in deleting the content of such company's profile.**

### **Prohibited Categories:**

- Sales of tickets
- Sale of tickets
- Tickets
- Tobacco and tobacco products
- Electronic cigarettes
- Hookahs
- Hemp products
- Products containing THC
- Medical services incl. alternative medicine and

## healing

- Prescription drugs
- Erotic lodges
- Erotic videos and photos
- Erotic goods
- Escort services
- Dating and dating services
- Financial and payment services, lending, exchange
- Foreign Exchange - FOREX
- Binary options
- Licensed lotteries, online bets, casinos, gambling  
incl. counseling
- Projects and programs for fast wealth
- Insurance
- Telecommunication services
- Cloud and cloud services
- Hosting services
- Filesharing (content sharing)
- Online sale of SW licenses
- Digital Game Keys (License)
- E-books

- Aggregation and resale of payments, payment methods
- Atomic Energy - Dissemination and Sale
- Marketing projects and services (direct marketing and telemarketing)
- Divination, astrology, hypnotism
- Sales of animals
- Promotion of political parties and movements
- Propagation of religious sects or alternative healing methods
- Weapons, ammunition, defense equipment and pyrotechnics including accessories
- Registered charity services, foundations, sponsors, etc.
- Tracking and monitoring goods and services
- Recovery of debts and receivables
- Discount Portals
- Internet Earnings - Pistons (PTC)
- Highly Liquid Products and Services (Gold and Precious Metals, Prepaid Cards, Mobile Coupons, Cryptos, etc.)
- One-time events
- Goods and services with deferred payment

- Rental
- Technical support
- Marketplaces
- Government applications and forms
- Aggressive pornography and violence, especially child pornography, zoophilia, rape and other violence on people
- Materials that incite hatred, violence or racial intolerance
- Psychotropic substances and poisons and tools for their production or distribution
- Prescription drugs
- Illegal sale of tobacco and alcoholic products
- Unlawful or illegal gambling or betting
- Goods, services, data or other products infringing copyright, trademarks or other rights to intangible assets
- Goods and services where there is or is a legitimate suspicion of exploitation of child labor or human rights violations
- Goods and services that help or promote crime, stolen goods including digital and virtual products
- Goods and services subject to international sanctions

- Endangered plant and animal species
- Cultural and natural heritage
- Unregistered charity services and foundations