



# TERMS OF SERVICE

## 1. Overview

Our (“Service”, “Website” or “Application”) is a traffic exchange service provided by IBHits (Technomobil Ltd., “Company”) that provides individuals and businesses access to fast and scalable web hits through our exchanger application. The service includes the web site at [www.IBHits.com](http://www.IBHits.com) (“Website” or “Site”) which has a collection of resources related to IBHits’ common questions, search engine marketing, search engine optimization, social media marketing, website performance and digital analytics in the knowledge base. The Company may change the Service from time to time, with or without notice, by adding, modifying, suspending, or discontinuing features of the Service.

You may access the Service or Site as a free or paid user (“User” or “Subscriber”). The Company reserves the right to charge fees for upgrades and change the price of any service upgrades associated with the Site or Service at any time without notice.

IBHits reserves the right to cancel, suspend or block access of Users to the Site or Service at its sole discretion for violation of our terms or for any other reason without notification.

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## 2. Conditions Governing All Users

Users must be at least 18 years old.

A valid email address must be used for your account.

Users who sign up may receive emails, newsletters and updates from IBHits.

Users may not impersonate any person, brand or entity on the Site.

Do not add websites to the network that you do not own or have permission to.

You agree to inform IBHits of any security breach or bugs you encounter from the use of the Service or Site.

We are not responsible for the content visible on our Users websites that includes nudity, violence, pornography or profanity.

We are not responsible for any audio, music or sound that is played from Users websites while you surf on our network. It is the responsibility of the user to mute their computer while surfing.

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### 3. Conditions Governing Subscribers

Any User who has purchased an upgrade that is currently active will be referred to as a "Subscriber".

As a Subscriber, you must agree to the payment terms presented here before you subscribe to the Service.

Subscribers are responsible for taking actions for the renewal of their subscriptions.

The Company may not send out future notifications or invoices of your renewal and it is your sole responsibility to check the Billing History of your account.

The Company will allow 100% refunds to Subscribers who have purchased upgrades or additional packs within the past 7 days with the exception of:

Recurring payments

Payments made with promotional codes

Abusing our service(s) which includes:

Using more than 1% of your purchased points/minutes from upgrades or additional products

Using different merchant accounts to purchase for the same IBHits account

The Company reserves the right to refuse refunds or give customers a partial refund after the 7 day period has past.

Any threat of legal action against IBHits by a client will result in immediate account and service termination without refund.

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### 4. Acceptable Use Policy

Users are obligated to follow the acceptable use policy regarding User Websites.

All websites added to the Service or Site by Users shall be referred to as "User Websites".

Users assume legal responsibility for all User Websites.

Users agree that no copyright, trademark, privacy rights or other intellectual property rights are being violated by add the websites to your account via the Site or Service.

Users agree not to add websites that they do not have permission to add on the Site.

Users will not add websites that can harm or transmit viruses/malware to computers or other devices when visited.

Violation of Acceptable Use Policy may result in legal action for damages, issue warnings, website suspensions or the termination/suspension of your account.

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## 5. Service Limitations

IBHits may have limitations concerning use of Service including by way of example the maximum hits per hour that you set in your account may not be reached due to low network activity during the hour. IBHits reserves the right to discontinue any of its features or its entire service at any time without notice.

You agree that IBHits will not be liable to you or to any third party for any modification or discontinuation of its features or the Service.

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## 6. Point value

IBHits offer points to users and subscribers for different activities they partake in. By using our exchanger and surfing, you'll earn points for your account. You may also buy points by purchasing additional packs for extra minutes or our promo offers.

### **Refund policy:**

If you have purchased any of our offered non-refundable membership upgrade packages and package was applied to your account as in terms "upgraded membership", we will consider activities review and review of cancellation reason. We keep the right to refuse reimbursement for any of the upgrade parts of the packages.

If you have purchased any of our point's packages, and you have used less than 1% of credits, we will issue full refund in 30 days period from the initial purchase. We keep the right to refuse reimbursement for any of the used parts of the point's packages. Reimbursement fee will be applied if package cancellation did harm or created expenses to our system.

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## 7. Proprietary Rights

IBHits respects the intellectual property of others and we ask the Users to do the same. The digital images and graphics found on the Site are copyright to their respective owners.

Users may not modify, reproduce, distribute, publicly display IBHits' content in whole or in part unless authorized by IBHits or its respective owners.

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## 8. Digital Millennium Copyright Act

If you believe that images or photos hosted on this website infringes upon any copyright which you own or control, you may send a written notification of such infringement as set forth below:

By email: support@IBHits.com

In your notification you must include the following:

Identification of the copyrighted work or works claimed to have been infringed;  
Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;  
Information sufficient to permit us to contact the complaining party (e.g. telephone number, an electronic mail address);  
A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and  
A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of notice as described above, IBHits will take the appropriate action at its sole discretion, including removal of the challenged use from the Service or Site.

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## 9. Liability Limitation

You acknowledge that IBHits cannot provide the Service at a reasonable price without limiting its liability as set forth herein, so, as an express condition of use of the Site or Service, you agree to limit IBHits' potential liability to you as described in this clause.

IBHits does not:

Guarantee the accuracy, completeness, or usefulness of any information on the Site or Service on the Website.

Adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site.

IBHits and its partners will not be responsible for any loss or damage resulting from your reliance on information or other content found on the Site.

You hereby agree that you will indemnify IBHits, its officers, employees and agents, from and against any and all claims, demands, actions, losses, liabilities, costs and expenses arising from any breach or alleged breach of any term, warranty or condition of this agreement, or from any claims of infringement or alleged infringement arising from your access or misuse of the website or violation of our terms of use.

## **10. Other Clauses**

By accessing the Site or Service, you consent to have this Agreement provided to you in electronic form. Please print this form for your record.

Updates. IBHits reserves the right to make modifications and updates to the site at any time without prior notification.