

Terms and Conditions

1. Introduction

Please read these Beasmart.mobi Terms and Conditions carefully before registering (and/or downloading) with the service and/or using the website together with any tools or materials provided by the Beasmart.mobi website and the service which is operated by BeluggaWeb Ltd.

2. General

2.1. By using this website, any tools or materials provided by it and/or registering (and/or downloading) with the service you accept these Terms and Conditions and are legally bound with them.

2.2. Beasmart.mobi reserves a right to modify these Terms and Conditions at any time without prior notice. Therefore, please check these Terms and Conditions periodically for changes.

2.3. Beasmart.mobi reserves a right to modify any tools or materials provided and place their updated version on the Beasmart.mobi website.

2.3. If you do not agree with these Terms and Conditions and you do not wish to be legally bound by them then you may not register with Beasmart.mobi nor use Beasmart.mobi website and/or download or use any material available through it.

2.4. The Beasmart.mobi website provides detailed information about the Beasmart.mobi service.

2.4. A contract concluded on the Beasmart.mobi website will be valid only if the following requirements are met and the contracting party:

2.4.1. is a natural person;

2.4.2. Is a human of over 18 years of age;

2.4.3. must provide true and full information, data and payment details upon registration to subscribe to the Beasmart.mobi service;

2.4.4. must have the right to establish a contractual relation; or

2.4.5. be a legal entity and have the right to establish a contractual relation as such.

2.5. By using the Beasmart.mobi website and service, the registered user inherits all financial responsibilities for themselves and/or other persons using the service/website under their responsibility.

3. Beasmart.mobi service registration

3.1. After accepting your registration application, Belugga grants you a license to use the Beasmart.mobi service and all features available for the selected package within the duration of the registration period. The license is non-exclusive and non-transferable and is granted on the Terms and Conditions of this Agreement.

3.2. Upon completion of your registration and subscription the provision of the Beasmart.mobi services will begin. During the period of your subscription you will be given the opportunity to create, upload, transmit and circulate any content which may consist of images, text, urls, audio, video and any other files and media. The content must be used correspondingly to the technical details of the Beasmart.Mobi service, and any instructions or conditions provided.

3.3. The content created by you, uploaded to Beasmart.mobi platform under your account, and transmitted and circulated by your Beasmart.mobi application:

3.1.1. Will not include viruses or other malicious code.

3.1.2. Can not be of bullying, intimidating or harassing nature.

3.1.3. Can not be hate speech, threatening, or pornographic.

3.1.4. Can not incite violence; or contain nudity or gratuitous violence.

3.1.5. Will not include anything unlawful, misleading, malicious or discriminatory

3.3. The submission of the created application for the content acceptance, approval, hosting and listing or registration with application distributing stores such as Google Play and App Store will be evaluated by the respective stores. Therefore Beasmart.Mobi can not guarantee the acceptance, approval, hosting and listing or registration of your application content, as it is the subject to the terms and conditions of the selected application distributing stores, in addition to these Terms and Conditions. You are solely responsible to review the relevant terms and conditions of the selected application distributing stores.

4. Beasmart.mobi use conditions

4.1. You can make your own use of any downloadable materials available with Beasmart.mobi electronically. However, you may not copy, display, transmit, distribute, reproduce or download any other available materials.

4.2. You can not re-sell, sublicense, lease, rent or transfer the rights to the Beasmart.mobi materials and service to any other person. Moreover, you can not financially exploit the Beasmart.mobi service or any provided materials.

4.3. You can not use the Beasmart.mobi service, website or any available materials for any purpose which may be considered illegal in any jurisdiction.

4.4. Beasmart.Mobi reserves a right to add, change, upgrade or remove any part of the Beasmart.mobi service without prior notice.

5. Publishing to Distribution Stores

5.1. No extra cost will be imposed for publishing your application into the distribution stores as it is stated into the subscription plan. You agree that the application will be published under the account of BeluggaWeb Ltd.

5.2. You acknowledge that it will take at least 72 hours to publish the application to the distribution store(s). The actual time fully depends on the distribution store(s), therefore Beasmart.mobi cannot be held responsible for any delays.

6. Beasmart.mobi service modification and termination

6.1. It is permitted to upgrade your current subscription plan of the Beasmart.mobi service at any time during a valid Beasmart.mobi subscription period. However, the upgraded plan will be in effect only after the current subscription expires. Additionally, any subscription plan can be downgraded at any time of the subscription duration, but the change will be also in effect only after the current subscription expires.

6.2. The upgrade or downgrade can be performed regarding:

6.2.1 the duration of the current subscription by extending or reducing it; or

6.2.2 selection of another subscription plan

6.3. Your subscription with the Beasmart.mobi service shall continue until expiry date, unless cancelled by you by prior written notice. Beasmart.mobi reserves the right to terminate your subscription plan at any time if you are found to violate these Terms and Conditions. Before termination we may freeze your subscription and call upon you to remedy any rupture within a specified by Beasmart.mobi period of time.

6.4. If you wish to cancel your Beasmart.mobi subscription you should contact us via email at info@beasmart.mobi.

6.5. Upon termination of your Beasmart.mobi service subscription, Beasmart.mobi has the right to entirely remove the terminated account from our system and servers, including all the content and any links. This will result in the deletion of any content may have been created and published into the distribution stores such as Google Play and App Store.

7. Payment and Refund Policy

7.1. At the time of subscribing for a Beasmart.mobi service plan, Beasmart.mobi will request payment for the subscription based on your chosen duration and in accordance to the current price lists. The prices can be changed at any time without prior notice. Any updates of the prices will be posted on the Beasmart.mobi website.

7.1.1. Any modification of the price, whether it is increase or decrease will not affect the subscriber during the period of valid subscription.

7.2. All the prices are presented and settled in the Euro currency (EUR).

7.3. Subscription fees shall be paid at once for the complete chosen subscription period. Payment shall be placed through the use of a valid credit card and will be processed through JCC's payment gateway.

7.4. The prices listed on the Beasmart.mobi website are inclusive of the 19% VAT applicable for the Republic of Cyprus, but do not include any taxes, duties or levies that may apply in your jurisdiction. Those will need to be covered by you separately.

7.5. All subscription fees or any other fees paid to Beasmart.mobi are non-refundable under any circumstances.

8. Billing Descriptor

After payment submission your bank account shall be debited with the relevant amount. The statement will display the www.beasmart.mobi as your billing descriptor.

9. Warranties

9.1. Beasmart.mobi warrants that it has the right to license any subscription and will take all the reasonable steps to provide you with the Beasmart.mobi service.

9.2. Beasmart.mobi warrants that after your request for publishing the applications within a period of 30 days all reasonable steps will be taken for publishing your content but only if the material is inline with the terms and conditions of the distribution stores.

9.3. Any complaints should be directed to us via email at info@beasmart.mobi

10. Personal Information

10.1. The following applies to any personal information you provide to Beasmart.mobi during the process of registration for our service:

10.1.1. You authorize the Beasmart.mobi to use, store and process any personal data in a way that is necessary to provide you with the Beasmart.mobi services, thus enabling us to identify you as a customer in our systems.

10.1.2. It is your responsibility to provide us with the accurate, complete and correct personal information in all requested fields.

10.1.3. By accepting these Terms and Conditions, you agree that your personal information can be processed by Beasmart.mobi, and/or any sub-contractors, if applicable, for any promotional purposes of Beasmart.mobi.

10.1.4. For insight or modification of any of your personal information you should contact us via email at info@beasmart.mobi

11. Data Security

11.1. It is in your responsibility to protect the confidentiality of your credentials that may be selected by you or given to you to access and make use of the Beasmart.mobi service. You should not share them or transfer them to any third party.

11.2. In the case you notice any unauthorized use of your credentials or any other part of Beasmart.mobi you should inform us immediately by email at info@beasmart.mobi

12. Accuracy of Information and Use of Materials

12.1. Beasmart.mobi has taken all reasonable care to ensure that the content of the website (www.beasmart.mobi) is accurate in regard to features, operations and other information.

12.2. You acknowledge and accept that Beasmart.mobi cannot be held responsible for any inaccuracies in the content of the mobile apps, that have been developed through it's service.

13. Copyright

13.1. All materials contained in the Beasmart.mobi website are protected by the international copyright laws and are the copyright property of the Beasmart.mobi. No material from this may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

13.2. All product and company names and logos contained on the website or through the Beasmart.mobi are trademarks of their respective owners, including BeluggaWeb Ltd.

13.3. By agreeing to these Terms and Conditions you accept that Beasmart.mobi and BeluggaWeb Ltd are not involved and responsible for the creation, uploading, transmission and circulation of the content of the created applications, and that they are not responsible for amendments of the content or information, initiations the transmission, selecting the receiving parties.

13.4. It is your responsibility to assure that the content and information created, uploaded, transmitted and available through the Beasmart.mobi complies with any copyrights, licenses, trademarks, patents, logos, designs or other applicable rights and does not violate any jurisdiction or may be considered illegal.

14. Beasmart.mobi Reference

By agreeing to these Terms and Conditions you grant BeluggaWeb Ltd a right to reference their Beasmart.mobi service placed within your app.

15. Access to the website and service availability

Beasmart.mobi does not guarantee continuous access without interruption to our website and its services, nor that both are error free and is not liable for their unavailability. The performance of both Beasmart.mobi website and service may be interfered with many factors beyond its control. Nevertheless, we can assure you that we will do anything possible to keep the Beasmart.mobi website and service available.

16. Restriction of Liability

16.1. Beasmart.mobi will not be liable for any for any direct or indirect loss or damage, including but not limited to, any loss of data, profit, business or revenue.

16.2. If you suffer such loss or damage due to the utilisation of the Beasmart.mobi service or any associated available materials, we will not be liable regardless of the cause due to which they have been lost and whether the fault is on the part of Beasmart.mobi, agents, team or any other representative.

16.3. In all cases, Beasmart.mobi total liability can not be greater than the amount paid to access the website and/or services.

17. System Integrity

You are obliged to ensure that any devices and systems which will be utilized for Beasmart.mobi meet all the relevant technical specifications and are compatible with our website. We cannot guarantee that any downloadable materials will be free from viruses or/and any other code that can have a harmful purpose. You are responsible for making often checks on virus and other procedures that will prevent your devices to have a satisfactory extent.

18. Severability

The invalidity of one or more provisions of these Terms and Conditions does not signify the invalidity of the entire Terms and Conditions.

19. Area of Jurisdiction - Governing Law

These Terms and Conditions are subject to the Laws of the Republic of Cyprus and to the exclusive jurisdiction of the courts of the Republic of Cyprus.

20. Entire Agreement

20.1. These Terms and Conditions contain the entire agreement between Beasmart.mobi and the Customer (yourself) and supersedes any prior understandings or agreements (oral or written) regarding the subject matter and may not be amended or modified unless expressly agreed by Beasmart.mobi in writing.

20.2. These Terms and Conditions including the Privacy Policy together with any subscription requests and payment method instructions, constitute the entire agreement between you and Beasmart.mobi.

20.3. Any Party subscribing for the use of Beasmart.mobi services must acknowledges that the provision and the purchase of such services are done according to these Terms and Conditions.

21. Privacy Policy

We have created this privacy policy to demonstrate our firm commitment to your privacy and the protection of your information.

21.1. Why did you receive an email from us?

If you received a mailing from us,

(a) your email address is either listed with us as someone who has expressly shared this address for the purpose of receiving information in the future ("opt-in"), or

(b) you have registered or purchased or otherwise have an existing relationship with us.

We respect your time and attention by controlling the frequency of our mailings.

21.2. How we protect your privacy

We use security measures to protect against the loss, misuse and Alteration of data used by our system.

21.3. How can you stop receiving email from us?

Each email sent contains an easy, automated way for you to cease receiving email from us, or to change your expressed interests. If you wish to do this, simply follow the instructions at the end of any email.

If you have received unwanted, unsolicited email sent via this system or purporting to be sent via this system, please forward a copy of that email with your comments to info@beasmart.mobi for review.

21.4. Use of cookies

The Beasmart.mobi website uses cookies to collect user information from the site for the purposes of the Beasmart.mobi services and to help you personalize your online experience and maintain your user session.

A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver any spyware/malware or viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Beasmart.mobi website or services.

For further information you may need contact the Beasmart.mobi at the following details:

Beasmart.mobi

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Email: info@beasmart.com

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