

The Member Agreement below is effective for all members
Last Updated on November 20, 2019

MarShow Member Terms and Conditions

This service is operated by MarShow OÜ, a limited liability company registered in Estonia with company number 14610802. The company is registered at Sepapaja 6, Tallinn 15551, Estonia. These Terms and Conditions govern your use of our mobile application.

The Mobile App called Marshow helps to advance, promote and advertise local businesses in the EU with budget-friendly advertising framework.

1. Please read these terms and conditions (the Terms) carefully. By accessing and using our App and any content and features therein including our Services, you indicate your acceptance of these Terms and the Privacy Policy any other notices, guidelines and rules published by us on our Services from time to time (each of which is incorporated into the Terms by this reference). The Privacy Policy can be accessed from links at the bottom of our webpages.
2. If you do not accept these Terms, please do not access and/or use our Services.
3. MarShow and associated companies, and references in this document to “us,” “our,” and “we” refer to MarShow, marshowapp.com.
4. We may update these Terms at any time. Please review the Terms regularly to ensure you are aware of any changes. Your continued access to and/or use of our Services after changes have been made to the Terms indicates your agreement to be legally bound by the updated and/or amended Terms.

If you have any questions on these terms and conditions, please contact us at contact@marshowapp.com

1. Mobile App Use and Your Rights

MarShow is owned and operated by MarShow OÜ. All intellectual property rights, including copyright, in the content displayed on the Mobile App (“Content”) belong to MarShow OÜ. All rights are hereby reserved. When you access the Mobile App, you undertake: (i) that you are over 18 years of age, (ii) that you are using the Mobile App in your own name and not on behalf of anyone else, (iii) that you will not allow any other person to use the Mobile App under your name, nor will you in using the Mobile App, pretend you are someone else, or seek to disguise your identity, and (iv) that you are only using the Mobile App and the Services for your own benefit and not for the purposes of providing Services to others.

Subject to the undertakings you give in these Terms, we grant you a non-exclusive, non-transferrable right and license to use the Mobile App and any software on our server, which is enabled, by your use of the Mobile App, solely to access the App and Services.

2. Our Rights

Failure by you to comply with these Terms constitutes a material breach of these Terms and may result in us take all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our App;
- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and
- Further legal action against you.

3. Content Usage

The Mobile App and the Content may be used for your personal and commercial use. For educational purposes alone, you may retrieve and display the Content on a computer screen. You may also print out and photocopy the content of this Mobile App.

You agree not to use the Content or the Mobile App for any illegal or improper purpose, nor for any purpose, which might infringe the rights of others, or which might harass or cause inconvenience or distress to any person. You also agree to abide by all copyright notices and restrictions attached to the Content and not to remove or alter any such notice or restriction or alter the Content in any way.

You agree not to post to MarShow's social media or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("**Content**" means the transmission of information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials generated by a user) that:

- is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, pornography, sexually explicit material or offensive subject matter;
- provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";

- contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page);
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses and/or pyramid schemes;
- solicits passwords or personal identifying information from other Members;
- includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights;
- denigrates, ridicules, or demeans another person; or
- contains a virus or other harmful component.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the web site in a manner that sends more request messages to the MarShow servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

4. Using the mobile app, the content and your obligation

- When you register with us, you undertake that the details you provide us with are true, accurate and complete and that you will tell us promptly of any changes to these details. To ascertain how we process your personal data, please click on our Privacy Statement and Cookies Policy at the foot of the registration and account pages of the App.
- Part of the information you are required to provide to register with us is a Password. This is generated by you. You are responsible for ensuring that any Password (or any substitute Password) you use to register or to access your Account (after registration) is kept confidential, only used by you and is not used by or disclosed to others.
- You are also responsible for: (i) all transactions or activities carried out using your Account and password; and (ii) ensuring that when you access the Account that the system, you use to access the Account is secure, is not left unattended unless you have fully exited the Account and that your password is not retrievable from the system by others.
- You are responsible for notifying us if you know or suspect that your account or password might be known to a third party. If you fail to do so, you will be liable and fully responsible until you notify us.

5. Subscription and Account Deletion

The application is allowed to be downloaded free of cost via Google and Apple stores. By means of in-application purchase features, Clients can buy things for designing their own advertising and publicity campaigns. At this point, we do not provide any refund options. However certain refund requests for Subscriptions may be considered by MarShow in the event of unavailability of services or technical issues and granted in our sole discretion. The User can delete their account from the "Manage Account" section of the Mobile App.

6. App Communication

We have devised a chat framework inside the application and have actualized superior encryption on it. Access to this is exceedingly confined. We will delete our database every year. When you use MarShow or send messages and different correspondences from your work area or cell phone to us, you might speak with us electronically. You agree to get interchanges from us electronically, for example, messages, writings, push notification, or notification and messages on this App or through the other MarShow Services. You concur that all understandings, notification, revelations, and different interchanges that we give to you electronically fulfil any legitimate prerequisite that such correspondences be recorded in writing.

7. Reproduction of the App Content

The Mobile App and the Content is the copyright of MarShow OÜ. If you wish to re-publish, re-distribute or exploit the Content in any way you should address a request for permission to MarShow OÜ. By Email to contact@marshowapp.com MarShow OÜ cannot guarantee that any such permission would be forthcoming or on what terms.

8. Third-Party Links

Third parties are permitted to link to stories within the MarShow Mobile App, using the URL and quoting the headline and the source. A third party must ensure that nothing on its own Mobile App suggests or could be understood to imply that any part of the Mobile App is part of its own Mobile App unless the third party has obtained the prior written approval of MarShow OÜ.

MarShow OÜ reserves the right to withdraw any permission without explanation or notice if in its sole judgment use of such links is excessive or inappropriate. MarShow OÜ also reserves the right to change the location and nature of files within the Mobile App without explanation or notice; it is the responsibility of the third party to check and update links as necessary.

9. Modifications to the Service and Prices

Prices for our services are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

10. Trademarks and Intellectual Property

MarShow is the Registered Trademark of MarShow OÜ, and the content of this App are part of its intellectual property. You may not use these marks without the prior written permission of MarShow OÜ. The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of MarShow OÜ and its licensors. The Service is protected by copyright, trademark, and other laws of the United States, United Kingdom and

foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of MarShow OÜ.

11. Indemnification

Any information provided to MarShow by the User is truthful to the best of the User's knowledge and in the event any such information changes, the User shall notify the MarShow of any such change within a reasonable amount of time. You agree to defend, indemnify and hold harmless MarShow and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

11. Limited Liability

No license to the user is implied in these disclaimers. Nothing herein shall be construed as limiting or reducing MarShow OÜ's responsibilities and obligations to clients in accordance with applicable laws and regulations.

In no event shall MarShow OÜ, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third-party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

12. Disclaimer

Your use of the Service is at your sole risk. The Service are provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. MarShow OÜ, its subsidiaries, affiliates, and its licensors do not warrant that a) the Services will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the services are free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

MarShow OÜ obtains the Content from a wide range of sources, and it includes facts, views, opinions and information likely to be of interest to users of the Mobile App. MarShow OÜ does not endorse or accept any responsibility for any views, advice, recommendations or opinions expressed on any Mobile App to which we link. You should note that any contact or arrangements made between you and any third party

named on the Mobile App or any third party Mobile App linked from it is at your own risk, and MarShow OÜ accepts no liability.

The Content should only be used for your general information and use and not by way of specific recommendation or advice, as every individual's circumstances are different. Before taking any action or decision based in whole or in part on the Content, you should always make your own independent checks of any information that is important in making such decisions or taking such action. You should also seek professional advice in appropriate circumstances such as over medical matters.

We are not responsible for any virus or malware, and related harm, injury and damage, of any nature, that your computer or other devices become in contact with while you are using our web site, tools or services. Please maintain up to date anti-virus anti-malware software at all time while you are using our web site, and related tools, services and functions. We are not responsible for any loss, injury or damage of any nature that takes place due to your following of any Photoshop related or other educational or informative instructions you are exposed to via our web site or service.

All implied warranties or duties are excluded save if and to the extent that they may not lawfully be excluded.

13. Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service. We, therefore, reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

14. Exclusions

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will MarShow OÜ ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by MarShow OÜ or any person for whom MarShow OÜ is responsible, and even if MarShow OÜ has been advised of the possibility of such loss or damage being incurred.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

15. Changes to the Terms and Conditions

MarShow OÜ reserves the right to make changes to any part of the Mobile App and to add to or change these at any time. Any new features or tools that are added to the current Mobile App shall also be subject to the Terms of Service.

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Mobile App. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Mobile App following the posting of any changes constitutes acceptance of those changes. If you do not agree to the new terms, you must stop using the Service.

16. Severability

If any part of these Terms becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law or regulation, such provision or part thereof will be deemed to not form part of the contract between us. The legality, validity or enforceability of the remainder of these Terms will remain in full force and effect.

17. Legal

By accessing the Mobile App, you agree to accept that these Terms are governed by and construed in accordance with the laws of Estonia. You also accept the exclusive jurisdiction of the Estonia Courts in relation to any dispute that may arise in connection with these Terms or your use of the Mobile App or arising in any way from the Content. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. The caption to each Section of the Terms are for convenience of reference only and shall be ignored in the construction or interpretation hereof.

18. Data Privacy Policy

Please refer to our Data Privacy Policy. You agree that they constitute part of these terms. You must read our Data Privacy Policy before you use the Service.

19. Contact Us

MarShow OÜ is a limited liability company registered in Estonia with company number 14610802. The MarShow Mobile App is the intellectual property of MarShow OÜ.

**BY CONTINUING TO USE OUR MOBILE APP, YOU AGREE
TO ABIDE BY THESE TERMS.**