

Last Updated: March 11, 2016

LeadScanr.com is an online platform providing access to software products and services devoted to lead generation (primarily in Twitter), providing comprehensive amounts of social data to support identification, understanding and engaging in-market audiences (hereinafter – **Software, Services**) located at <http://leadscanr.com> (hereinafter – **Website**).

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING WEBSITE, SERVICES AND SOFTWARE. BY ACCESSING WEBSITE, CREATING AN ACCOUNT AND/OR USING SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN. BY USING WEBSITE, SERVICES AND SOFTWARE YOU AGREE TO THESE TERMS, PRIVACY POLICY AND ANY OTHER RELEVANT AGREEMENTS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, TERMS OR THE PRIVACY POLICY, PLEASE, CEASE USING WEBSITE, SERVICE AND SOFTWARE IMMEDIATELY. COMPANY’S ACCEPTANCE OF YOUR USE OF WEBSITE AND/OR SERVICES AND/OR SOFTWARE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN.

By clicking button “Sign Up” below, You agree to our terms of service and privacy policy, and moreover You are indicating that You have read, understand and agree to be bound by these Terms of Service. If You are accepting these Terms of Service on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms of Service, in which case the terms “You”, “Your(s)” “User” shall refer to such entity and its affiliates. If You do not agree to be bound by the terms of these Terms of Service, then You have no right to use Website, Services and Software.

TERMS OF SERVICE

1. GENERAL TERMS AND CONDITIONS

1.1. This Terms of Service (hereinafter – **Terms**) govern access to and use of Website, Services and Software devoted to lead generation (primarily in Twitter). These Terms are legally binding for YouScan Limited, the legal entity created and operating under the legislation of the Republic of Cyprus, the owner and administrator of LeadScanr Website, Services and Software (hereinafter – **Company**), and You, a user of Website, Services and Software (hereinafter – **User(s)**).

1.2. These Terms shall apply in addition to, and shall not be superseded by and shall not alter in any way the terms or conditions of any other agreement User may have with Company.

1.3. User agrees that by accepting these Terms, User is also consenting to be bound by the [Privacy Policy](#) associated with Company, which also applies to User’s access and use of Website and Services, and describes practices and policies of Company related to the collection, use and storage of information about Users of Website and/or Services.

1.4. These Terms apply to the use of Software and Services and the use of entire Website including all portions of Website contained therein (excluding links to other websites). These Terms

shall apply to any future portions of Website (excluding links to other websites) and Software as, well as any derivative works thereof, unless otherwise stated herein.

2. CHANGES

2.1. Company reserves the right to change or modify these Terms or any policy or guideline of Website, Services and Software Company offers at any time.

2.2. User's use of Website and Services will be subject to the most current version of these Terms posted on Website at the time of use. Company recommends User to check Website from time to time to inform him-/her-/itself of any changes in these Terms or any of Company's other policies, and User is solely responsible for reviewing and becoming familiar with any modifications to these Terms.

3. USING SERVICES

3.1. Services.

Company offers User to obtain the publicly available contact information for communication with potential customers of social networks potentially interested in User's products, work or services, as explicitly expressed by those Users (hereinafter - potential customers) – through social media on the Internet, primarily in Twitter. User agrees that for using Services, User shall have access to the Internet and Internet channel data rate acceptable for Service as well as have active Twitter account lawfully operated by such User.

To use Service, User has to register for an account on the Website. From the moment of registration User through User's account generates requests for a list of messages from potential customers on relevant industry, gets acquainted with the results and, gets the publicly available link for appropriate message (leads) at Twitter as well as publicly available contact information a potential customers in social media. Request processing is done automatically through the algorithm compiled into the Software. Request processing results in displaying the list of messages (leads) from potential customers in the User Accounts.

Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Service (or any part thereof) with or without notice. User agrees and acknowledges that Company reserves the right at any time and from time to time to update, develop new versions of Software, Services and Website, including the design of Software, Services and Website and all the parties thereof without notifying User. In the case User does not agree to such changes, he/she/it shall cease using Website, Service and Software immediately.

3.2. Eligibility and Registration Data.

To be eligible to use Services User must be at least 18 years old. By registering for an account, User represents and warrants that any information that he/she/it submits is true and accurate, that User is at least 18 years old and is fully able and competent to enter into, and abide by these Terms. Users further agrees to (i) provide accurate, current and complete information as may be prompted by any signup, login and/or registration forms within Website registration process

("Registration Data"); (ii) maintain the security of User's password and identification; (iii) maintain and promptly update the Registration Data, and any other information User provides to us, to keep it accurate, current and complete; (iv) accept all risks of unauthorized access to the Registration Data and any other information User provides to us; and (v) notify Company immediately of any unauthorized use of User account or any other breach of security by e-mailing Company at help@leadscanr.com. Use of Services is void where prohibited by applicable state, federal, or international laws, norms, rules regulations or other government requirements or rules of appropriate territory or organization.

3.3. Authorized use.

User shall receive access to the Website, Services and Software through an account with login and password – registration data - chosen by User during the first registration. User is entirely responsible for any and all activities that occur with his account under using his registration data - whether authorized or not authorized. User agrees to notify Company of any unauthorized use of his/her account or any other breach of security known or should be known to User.

3.4. Use of materials.

Software, Services, Website and the material contained therein may be used for personal and/or commercial and/or informational use in order to support identification, understanding and engaging in-market audiences or other purposes, consistent with section 3.1. hereof.

3.5. Usage restrictions.

User's right to use Service is personal to User and business entity he/she/it represents. User agrees not to resell, disclose and transfer materials on Website as well as his registration data. Any form of reproduction, modification, distribution, or replication, data extraction, data mining, decompiling, modifying in any manner materials or commercial exploitation for any purposes other than those noted above, without prior written consent of an authorized officer of Company is strictly prohibited.

User agrees to abide by the rules of the Website, Services, Software, to not attempt to, or be a party to activities designed to, damage Website, Services and Software. User agrees that he/she/it will not use any robot, spider, screen scraper or other automatic device, or manual process to monitor or copy webpages of Website or the content contained therein without prior written permission of an authorized officer of Company.

User is obliged not to falsify his/her/its own IP-address and the addresses used in other network protocols for data transmission; not to transfer logins and passwords of Website accounts to third parties; not to resell, give permission for the use, lease, sell, transfer, sublicense, distribute, provide a hosting service to disclose or make available to any third parties, including, but not limited to the creation of links to Website, including but not limited to, user names, passwords, cookies, mirroring, wrapping of any part of Service; not to provide services for providing access to Website and/or Services to third parties, and not to assign Services received from Company; not to use unauthorized modified versions of Service, including (without limitation) for the purpose of creating such products and / or competitive service or to gain unauthorized access to Service.

Company reserves the right in its sole discretion to limit the User's access to Service using his account, or completely block the User's account in case of repeated violation of these Terms, or apply to User other measures order to comply with requirements of the law or the rights and legitimate interests of third parties or at its own discretion.

3.6. Compliance with Laws.

User assumes all knowledge of applicable law and is responsible for compliance with any such laws. User may not use Service or enter Website in any way that violates applicable state, federal, or international laws, norms, rules regulations or other government requirements or rules of appropriate territory or organization. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

3.7. Free Plan.

Company may offer Free Plan for selected features of Services. Free Plan entitles User to use Website, Services and Software for free by getting access to the messages (leads), posted 14 (fourteen) days ago and earlier. Company reserves the right, in Company's absolute discretion, to withdraw or to modify Free Plan, its terms and conditions at any time without prior notice and with no liability. User may at any time upgrade from the Free Plan, purchasing subscribership to gain access to new messages from potential customers (leads).

3.8. Subscription terms.

An upgrade from the Free Plan to any Paying Plan will be immediately billed to User. Fees for access to the Website, Services and Software are available on Website by reference www.leadscanr.com/pricing.

Prices of all Services, including but not limited to monthly subscription plan fees to Service, are subject to change upon 30 days' notice from Company. User agrees and acknowledges that such notice may be provided at any time by posting the changes to Website or Service itself or by sending notification either to a personal account or to e-mail address specified during the registration. In the case User does not accept the aforementioned system notification, he/she/it shall cease using Website, Service and Software immediately.

User agrees that Company may terminate subscribership at any time for a violation of the system's guidelines, or for non-payment, without recourse by or reimbursement to User.

3.9. Fees and Payments. No Refunds.

For monthly payment plans, Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account, as well as in a case of erroneous payment or reconsidering the use of Service. In order to treat everyone equally, no exceptions will be made.

For any upgrade or downgrade in payment plan level while on a monthly billing cycle, the credit card that User provided will automatically be charged the new rate on User's next billing cycle.

Company send a notice to User if payment fails for any reason. Although it is the User's responsibility to make sure payment details are correct to allow successful renewal payments.

3.10. Subscription cancellation.

User is solely responsible for properly cancelling his/her/its own subscription to the Services. An e-mail or phone request to cancel User's subscription is not considered as cancellation. User can cancel his/her/its own subscription to the Services at any time by clicking on the subscription cancellation button at billing information page. The Account screen provides a simple, no questions asked cancellation link.

If User cancel Service before the end of User's current paid up month, User's cancellation will take effect immediately and User will not be charged again.

4. DISCLAIMER OF WARRANTIES

Website is provided by Company on an "as is" basis. To the fullest extent permitted by applicable law, Company makes no representations or warranties of any kind, express or implied, regarding the use, results or benefits of Website, nor in terms of the correctness, accuracy, reliability, or applicability of the data contained within it.

In particular, Company makes no warrantee regarding the accuracy of the information on Website, or its applicability for the purposes of lead generation, or the functionality of features. Company disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement or non-fraud. Company shall have no liability for any interruptions in the use of Website.

The foregoing exclusion shall apply to the fullest extent permitted by law in the applicable jurisdiction.

5. QUALITY OF SERVICE AND LIMITATION OF LIABILITY

Company's Services will attempt to be available at all times except for any limited periods required for technical maintenance and repair. However, Company is not liable for unavailability of Services due to a variety of factors beyond Company's control, including emergency situations, transmission, third party service failures, equipment or network problems or limitations, interference and signal strength, and may be interrupted, refused, limited or curtailed.

In no event shall Company, its officers, directors, employees, or agents, be liable to User for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever or tort, arising out of or related to this Website or the information contained in it, resulting from (i) User's use or inability to use Website, Software and/or Services, errors, mistakes, or inaccuracies of content, (ii) any personal injury, damages for lost profits, loss of revenue, loss of use, or property damage of any nature whatsoever, resulting from User's access to and use of Software, Website, or

Service, (iii) any interruption, misinformation, incomplete information, or cessation of transmission to or from Software to User, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through Website by any third party, (v) any failure of any third party information listed on Website and Service, including any failures or disruptions whether intentional or unintentional (vi) business interruption or loss of programs or data or (vi) any errors or omissions in Website or Service for any loss or damage of any kind incurred as a result of User's use of Website or Service, whether based on warranty, contract, tort, or any other legal theory, and whether or not Company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

6. LINKS TO THIRD PARTY WEBSITES

Website may include links to other websites on the Internet that are owned and operated by online merchants and other third parties. User acknowledges that Company is not responsible for the availability, trustfulness, actuality or security of, or the content located on or through, any third-party website. User should contact Website administrator or webmaster for those third-party websites if User has any concerns regarding such links or the content located on such websites. User's use of those third-party sites is subject to the terms of use and privacy policies of each website, and Company is not responsible therein. Company encourages all Users to review the privacy policies of third-party websites. User uses those third-party websites at his own risks.

7. COPYRIGHT AND TRADEMARK INFORMATION

All content included or available on Website, including Website design, text, graphics, interfaces, and the selection and arrangements thereof is under copyright of YouScan Limited, all rights reserved, or is the property of Company, and/or third parties protected by intellectual property rights.

Website, Service, Software and LeadScanr logo are proprietary marks of Company. Company's trademarks or brandings, logos may not be used in connection with any product or service that is not provided by Company, in any manner that is likely to cause confusion among Users, or in any manner that disparages or discredits Company. All other trademarks, brandings, logos displayed on Website are the trademarks, brandings, logos of their respective owners, and constitute neither an endorsement nor a recommendation.

8. APPLICABLE LAW

Regardless of where this Website is hosted or from where it is accessed, Website is provided from Republic of Cyprus. Consequently, User agrees that it shall be subject to the laws of Republic of Cyprus, and such laws will govern these Terms, without giving effect to any choice of law rules. Company makes no representation that Website or Services are appropriate, legal or available for use in other locations. Accordingly, if User chooses to access Website, User agrees to do so subject to the internal laws of Republic of Cyprus.

User acknowledges governing jurisdiction of the courts of Republic of Cyprus, User agrees that any action at law or in equity arising out of or relating to these Terms or use of Website and/or Services will be filed only in the state and federal courts located in Republic of Cyprus and

User hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms and/or User's use of Website and/or Services.

9. MISCELLANEOUS PROVISIONS

9.1. Severability.

If any provision of these Terms shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent.

9.2. Headings.

The headings of the sections and paragraphs contained in these Term are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of these Terms.

9.3. Indemnification.

User agrees, at his/her/its sole expense, to defend, indemnify and hold Company, Company's independent contractors, service providers and consultants, and their respective directors, employees and agents, harmless from and against any and all actual or threatened suits, actions, legal proceedings, judgments, and any other legal claims, damage awards, or other compulsory payment or performance of any kind arising out of, resulting from, attributable to or in any way incidental to: (i) User's use of Website, Services and/or Website materials; (ii) User's conduct; (iii) User's violation of these Terms; (iv) User's violation of the rights of any third party; and (v) any Website content or any third party website content.

9.4. Assignment.

User agrees that these Terms and any other agreements referenced herein may be assigned by Company, in its sole discretion, to a third party in the event of a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

10. CONTACT DATA

YouScan Limited

Address: Chrysanthou Mylona, 3, 3030, Limassol, Republic of Cyprus

Phone: +7 495 668 10 85

E-mail: help@leadscanr.com