Terms of use

This user agreement (hereinafter referred to as the “Agreement”) is an offer (public offer) by Bueno ltd. (Units a-c, 25/f., Seabright plaza, no. 9-23 shell street, north point. HONG KONG) to conclude an agreement for the provision of Access to the YouMessages service on the conditions set out below.

1. Terms and definitions used

For the purposes of unambiguous interpretation of this Agreement, the following terms are used in the following meaning:

YouMessages (hereinafter referred to as "YouMessages", "Service") is an online service hosted on a website on the Internet at https://youmessages.com/. Your use of YouMessages is governed by this Agreement.

The right holder is Bueno ltd. (Units a-c, 25/f., Seabright plaza, no. 9-23 shell street, north point. HONG KONG), the owner of exclusive rights to YouMessages, as well as his authorized representatives.

User means an individual or organization, acting through its representative, who is granted Access to YouMessages.

Parties - Rightholder and User.

Access is the right granted by the Copyright Holder to the User for a fee to use the functionality of YouMessages intended for Users.

This Agreement may use terms that are not defined in cl. 1 of this Agreement. In this case, the interpretation of such a term is made in accordance with the text of the Agreement. In the absence of an unambiguous interpretation of the term, one should be guided by the interpretation of the term defined: first of all - by the legislation of the China, secondly - on the site https://youmessages.com, then - established (common) on the Internet.

By entering into this Agreement, the User acknowledges that the use of the Service will be carried out not for personal and / or family needs, not related to business activities.

2. Subject of the Agreement and conditions for granting Access

The subject of this Agreement is the provision by the Copyright Holder to the User for a fee of Access to the use of the functionality of YouMessages. In addition, the Copyright Holder provides technical support to Users regarding the use of YouMessages. Accession of the User to this Agreement is carried out in accordance with clause 2. of this Agreement.

The copyright holder maintains the following features of YouMessages:

1) Maintaining the status of messages: sent to the system / delivered to the client / read by the client;

2) Receiving and sending files, voice messages and images - as in an integrated application;

3) Multiuser interface.

The functionality of YouMessages may be expanded or reduced as the Service develops. Up-to-date information about the possibilities of YouMessages is published on the website at: https://youmessages.com

By registering in the Service and using YouMessages, the User warrants that he will use YouMessages solely on the terms of this Agreement, as well as solely for business purposes to simplify business processes, without the right to use YouMessages to meet personal, family, home, household and other needs, not related to the User's business activities.

The user uses YouMessages at his own risk. The user is solely responsible to third parties for their actions related to the use of YouMessages. Nevertheless, the Copyright Holder confirms the existence of exclusive rights to the YouMessages Service. In the event that the User submits claims, statements of claim regarding violation by the User of the rights of third parties in connection with the use of the Service provided under this Agreement, the Copyright Holder undertakes to make all necessary efforts to resolve the dispute that has arisen, as well as compensate the User for the losses incurred in connection with this.

This Agreement is entered into by the full and unconditional acceptance (acceptance) of its terms by registering on the page at: https://app.youmessages.com/auth/registration as a User with the assignment to the User of a unique identification code (login) and password. Access Payment is an additional confirmation of acceptance of the terms of this Agreement.

Before accepting this Agreement, the User undertakes to familiarize himself with its terms and tariff plans posted by the Copyright Holder on the website on the Internet at: https://youmessages.com/. The Copyright Holder has the right to make changes to the tariff plans, while for the User the changes come into force from the end of the previous paid period of using the Service.

The User is aware of and agrees that the Copyright Holder has the right to make any changes to the User Agreement by publishing its new version on the website on the Internet at https://youmessages.com/. Confirmation of the User's acceptance of this Agreement in the new edition is the User's conclusive actions on the use of YouMessages after the publication by the Copyright Holder of the new version of the Agreement. The changes come into force from the moment the new version of the Agreement is posted, unless otherwise provided by the new version of the User Agreement.

The user is solely responsible for the safety and confidentiality of registration data: login and password. All actions performed using the User's login and password are considered to be performed by the User. The User is solely responsible to third parties for all actions performed using the User's login and password. The Copyright Holder is not responsible for the unauthorized use of the User's registration data by third parties.

In order to use YouMessages, you must have a computer or other technical device that provides Internet access. All issues of acquiring Internet access rights, purchase and adjustment of the relevant equipment and software products for this purpose are decided by the User independently and are not regulated by this Agreement.

The User understands and agrees that the service is provided "as is" (including any further development and modification) and that the Copyright Holder is not responsible

responsible for any delays, failures, incorrect or late delivery, deletion or failure to store any user personal information.

Access is provided only within the prepaid period of time in accordance with the rates published on the website at: https://youmessages.com/. After the expiration of this period and in the absence of a written claim by the User after 3 days from the date of expiration of the Access period, in accordance with the selected tariff, the obligations of the Copyright Holder to provide access to the Service and maintain the functioning of the Service are considered to be duly executed.

When accessing YouMessages, it is prohibited to violate the information security of the service, including:

• an attempt to check the vulnerability of the YouMessages security system, violation of the registration and authorization procedure without the permission of the Copyright Holder;

• spoofing and/or spoofing any TCP/IP packet header or any part of a header in any email or material posted on the Service;

• accessing, using, copying, adapting, modifying, creating derivative works from, distributing, transmitting, displaying, performing or otherwise using YouMessages in any manner that is inappropriate or unauthorized, or in a manner that overloads, degrades or harms our users or others;

• reverse engineering, altering, modifying, creating derivative works from, decompiling or extracting code from YouMessages;

• sending, storing or transmitting viruses or other computer code via YouMessages;

• obtaining or attempting to obtain unauthorized access to YouMessages;

• interference with or disruption of the integrity or operation of YouMessages;

• Obtaining information from or about users of YouMessages in unauthorized or unauthorized ways;

• sale, resale, lease of the YouMessages account, other actions carried out with the aim of making a profit as a result of the distribution of personal access to the service;

• creating software or APIs that have essentially the same functionality as YouMessages and offer them for use by third parties.

Technical support and advice on using the Service is provided on the page at: https://youmessages.com/.

The User acknowledges that all rights to YouMessages belong to the Copyright Holder, and the User and other persons are not entitled to:

• copy or modify YouMessages and its components;

• create programs derived from YouMessages;

• infiltrate the YouMessages software;

• use YouMessages for purposes other than those provided for in this Agreement;

• modify YouMessages, including for the purpose of obtaining unauthorized Access;

3. Rights and obligations of the Parties

The right holder undertakes:

Provide the User with access to the functionality of YouMessages through the client web interface using the User's login and password, subject to the limitations and exceptions specified in this Agreement. At the same time, the Copyright Holder shall not be liable if the User cannot use the functionality of YouMessages for reasons beyond the control of the Copyright Holder;

Send invoices and acts to the User based on the information provided by the User;

Provide the User with Access to the Service within 1 business day from the date of receipt of payment at the appropriate rate.

The right holder has the right:

Receive remuneration from the User for providing Access to YouMessages under the terms of this Agreement;

Use the User's data in an anonymized form that does not allow third parties to obtain the User's personal data and confidential information to improve the performance of YouMessages;

At any time, without the consent or notification of the User, change the design of the Service, its functionality, change or supplement the scripts, software and other objects used or stored on the site, any server applications;

If necessary, send messages to the User by e-mail / YouMessages / WhatsApp / Telegram regarding the use of YouMessages. At the same time, the Copyright Holder will never ask for confirmation of information containing personal information in such letters;

Change the terms of this Agreement and tariff plans on the terms of clause 2. of this Agreement;

Restrict access to users under the terms of this Agreement, establish additional restrictions on the use of YouMessages, and change such restrictions at any time;

Temporarily suspend the provision of Access to the User for technical, technological or other reasons, until such reasons are eliminated;

Suspend the provision of Access and / or terminate the Agreement ahead of schedule in accordance with paragraph 7 of this Agreement.

Close the Service at any time without prior notice to Users. In this case, the Copyright Holder does not bear any responsibility for the termination of Access to YouMessages;

If the User provides incorrect information or the Copyright Holder has reason to believe that the information provided by the User is incorrect, incomplete or inaccurate, the Copyright Holder has the right to suspend the provision of Access until the information provided is confirmed and / or corrected, or to deny the User Access;

Suspend the operation of the Service for a period not exceeding 3 working days to carry out the necessary scheduled preventive and repair work on the technical resources of the Copyright Holder, as well as unscheduled work in emergency situations. In case of suspension of the Right Holder's Service for the above reasons, the Right Holder notifies the User about it by e-mail / YouMessages / WhatsApp / Telegram, while the necessary scheduled preventive and repair work on the technical resources of the Right Holder, as well as unscheduled work in emergency situations is not considered and cannot be considered a violation by

The right holder of its obligations under this User Agreement and is not a basis for the return to the User of the amount paid by him in accordance with the terms of this User Agreement. In case of carrying out the above preventive and repair work, the period for granting access is extended by the corresponding number of days for carrying out these preventive and repair works.

The user undertakes:

Pay for the Access to YouMessages provided by the Copyright Holder under the terms of this Agreement;

Access YouMessages solely in accordance with this Agreement and applicable laws, including but not limited to privacy terms, no spam, unsolicited marketing, notices and/or promotional marks.

Provide true, accurate and complete information about yourself on the questions asked in the registration form, and keep this information up to date;

Ensure the security and protection of your device and account, prevent unauthorized Access to YouMessages, take security and confidentiality measures when transmitting, storing and processing data provided to the Copyright Holder;

Immediately notify the Copyright Holder if the User discovers or suspects that unauthorized Access has taken place on his behalf;

Do not transfer your rights to this Agreement to a third party;

Do not violate or attempt to violate, do not help third parties directly, indirectly, through automated or other means, violate the information security of YouMessages;

Do not violate the exclusive rights of the Copyright Holder to YouMessages;

Take measures to ensure the confidentiality of their registration data, as well as the username and password of the User.

The user has the right:

Get Access to the functionality of YouMessages through the client web interface using the User's login and password under the terms of this Agreement;

Receive technical and consulting support from YouMessages on the operation of the Service;

Contact the Copyright Holder in order to resolve disputes or for assistance in using YouMessages.

4. Cost of Access and payment terms

The User pays the Right Holder for Access to YouMessages in accordance with the tariffs published on the website at: https://youmessages.com/. The Rightholder unilaterally sets the cost and conditions for providing Access for all tariff plans by posting information about them on the website in accordance with clause 2 of this Agreement.

Access is provided to the User on the terms of advance payment. The User makes an advance payment in the amount of 100% (one hundred percent) of the cost of the selected tariff. The moment of payment is the moment when funds are credited to the settlement account of the Copyright Holder.

When paying for Access using payment instruments posted on the site https://youmessages.com/, the User is automatically redirected to the page of the payment acceptance system to make payment at the selected rate.

Payments are accepted in the order established by the payment acceptance system operator. For operations performed using the payment acceptance system, the Copyright Holder is not responsible. If the User has questions about the completed payment, the procedure for their resolution is determined by the payment system operator.

The time it takes for the fee to be credited may depend on the selected payment method and the payment method processing schedule set by the payment system. The Payment System Operator may defer or cancel any payments to prevent illegal activity or fraud, or for security purposes, during the risk assessment or investigation period.

All payments made by the User on the site https://youmessages.com/ do not include the cost of the Internet or data traffic. Your ISP or mobile operator may charge you for the amount of User data traffic.

The personal information provided when making an online payment (name, address, phone, e-mail, credit card number) is confidential and is not subject to disclosure. Card data is transmitted only in encrypted form and is not stored on the Web server of the site https://youmessages.com/. It is recommended to check browser security for online payments on a special page. The security of processing Internet payments is guaranteed by the payment service operator. All transactions with payment cards take place in accordance with the requirements of VISA International, MasterCard and other payment systems. When transferring information, special security technologies for online card payments are used, data processing is carried out on a secure high-tech server of the processing company.

When paying for Access on the site https://youmessages.com/, the User undertakes to use only a bank card, the owner of which is, and in respect of which an appropriate agreement has been concluded between the User and the bank. If the User intentionally uses a bank card of another person, he is solely responsible for the damage that was / may be caused to the owner of the specified card as a result of the above actions.

5. Privacy policy and personal data processing

By accepting the terms of this Agreement, the User confirms his consent to the collection, storage and processing of his personal data by the Copyright Holder in order to fulfill his obligations under this Agreement. From the moment the User registers in YouMessages, such consent is considered to be received in writing.

The data to be processed includes the following information:

- contact number;
- Full Name;
- E-mail address;
- other information to be transferred during registration of the User and necessary for issuing an invoice for payment.

The processing of personal data is carried out using automation tools or without the use of such tools (mixed processing) and includes: collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (distribution, provision, access),

depersonalization, blocking, deletion, destruction of personal data, including the transfer of personal data in the manner prescribed by the legislation of the China, via secure communication channels (on machine media) in the internal network of the Copyright Holder and / or a person who processes personal data on behalf of the Copyright Holder, if the processing is entrusted to such a person.

The User agrees to receive the YouMessages newsletter, as well as system messages and notifications related to the operation of the Service and other information to the e-mail address specified during registration as a User. The user has the right to refuse to receive the newsletter.

The User retains the right to withdraw his/her consent by sending an appropriate notification. The Copyright Holder is obliged to delete the User's personal data within 30 days from the date of receipt of the relevant application, however, if the User has not declared a refusal to execute this Agreement, the Copyright Holder has the right to continue processing personal data to fulfill the terms of this Agreement, as well as in other cases established by the current legislation. Withdrawal of consent to the processing of personal data entails the impossibility of further use of the Service.

The User's consent to the processing of his personal data is valid for the entire duration of the Agreement, as well as for 5 (five) years from the date of termination of this Agreement.

The Copyright Holder is not responsible for the possible misuse of the User's personal information that occurred for the following reasons:

• technical failures in software, servers or computer networks that are beyond the control of the Copyright Holder;

• interruptions in the operation of the Service associated with the intentional or unintentional misuse of Foxmes by third parties;

• other cases that occurred through no fault of the Copyright Holder.

By using YouMessages, the User agrees and accepts that the Copyright Holder reserves the right to use his personal information anonymously and in aggregate form for statistical purposes.

The Copyright Holder undertakes not to provide any personal information about Users to individuals and organizations declaring the possible misuse of such information (sending unauthorized advertising, "spam", providing information to other persons, etc.), except as otherwise provided by the current legislation of the China.

The Copyright Holder collects and stores only the personal information that is necessary for the provision of the Service or the execution of agreements and contracts with the User, except as otherwise provided by law mandatory storage of personal information for a period specified by law, including for the purpose of:

– identification of the User;

– providing the User with personalized services and services;

– improving the quality of services provided by the Service and developing new ones;

- communication with the User, including sending notifications, requests and information regarding the use of the site, the provision of services, as well as the processing of requests and applications from the User;

– conducting statistical and other studies based on depersonalized data;

- conducting marketing campaigns for Users, including for the purpose of distributing offers to participate in the promotion and receiving prizes / rewards provided for by the promotion;

– distribution of advertising and information materials over telecommunication networks, including through the use of telephone, Internet, or through direct contacts;

– targeting mailings, promotional materials and other information brought to the attention of Users.

With regard to the User's personal information, its confidentiality is maintained, except for the cases of processing personal data, access to which is granted to an unlimited number of persons by the User or at his request.

The Copyright Holder has the right to transfer the User's Personal Information to third parties in the following cases:

– The user has expressed his consent to such actions;

– the transfer is necessary for the use of a certain service/service of the Copyright Holder;

- the transfer is provided for by China or other applicable legislation within the framework of the procedure established by law;

- the transfer takes place as part of the sale or other transfer of the Service (in whole or in part), while the acquirer transfers all obligations to comply with the terms of this User Agreement in relation to the personal information received by him.

6. Responsibility of the Parties

The responsibility of the User is established by the current legislation. In case of violation of the terms of this Agreement, the Copyright Holder has the right to block the User's access to the Service without paying any compensation or reimbursement and without sending any prior notifications.

The copyright holder is under no circumstances responsible for:

• for delays, failures, incorrect or late delivery, deletion or non-retention of any information when using YouMessages;

• for complete or partial inability to use the functionality of YouMessages for reasons beyond the control of the Copyright Holder;

• for the compliance of YouMessages with the requirements and expectations of the User, not specified in this Agreement;

• failure to provide Access continuously, quickly, reliably and without errors;

• for the results that may be obtained using YouMessages;

• for correcting all arising errors;

• for loss of data and damage to the User's equipment when using YouMessages;

• for any direct or indirect damages resulting from: the use or inability to use YouMessages;

• for unauthorized access to the User's account;

In case of violation of the terms of this Agreement, the Copyright Holder undertakes to compensate the User for the documented damage caused by such violation.

A party that has not performed or improperly performed an obligation shall be liable unless it proves that proper performance was impossible due to force majeure, that is, extraordinary and unavoidable circumstances under the given conditions. Such circumstances do not include, in particular, breach of obligations on the part of the debtor's counterparties, the absence of the goods needed for execution on the market, and the debtor's lack of the necessary funds. In the event of force majeure circumstances that the party under this Agreement could neither foresee nor prevent by reasonable measures, the period for fulfilling obligations hereunder shall be extended in proportion to the time during which such circumstances continue to operate, without compensation for any losses and the application of penalties . The Parties undertake to notify of the occurrence of such circumstances immediately (but no later than 5 (five) working days). Each of the Parties has the right to demand from the other Party the provision of documents confirming the circumstances to which the Party refers as circumstances excluding liability for non-performance obligations under this Agreement. Such documents include: conclusions of the Chamber of Commerce and Industry, documents issued by the competent state authorities. If force majeure circumstances and / or their consequences continue to operate for more than 30 (thirty) calendar days in a row, then the Agreement may be terminated at the initiative of either party by sending a written notice to the other party.

7. Validity of the Agreement and termination procedure

The Agreement comes into force from the moment of acceptance and is valid until the moment of its termination.

This Agreement may be terminated by agreement of the Parties at any time.

In the absence of violations, the Copyright Holder and / or User has the right to terminate this Agreement by notifying the other Party of termination by sending an appropriate notice no later than 10 (ten) business days before the date of the proposed termination of the Agreement.

Upon termination of the Agreement, the Copyright Holder shall return the funds to the User at the request of the latter in proportion to the period of time elapsed from the moment the Access was granted. The Copyright Holder has the right not to return the funds for the paid Access in case of termination of the Agreement in accordance with clause 7. of this Agreement.

Transfer of returned funds to a third party at the request of the User is not made.

To return funds to the current account of the User - a legal entity or an individual entrepreneur, it is necessary to fill out the "Application for return of funds”, which is sent to the Copyright Holder in writing by mail. Applications with the original seal of the User and the signature of an authorized person are accepted for consideration. Refunds will be made to the User's bank account, from which funds for the Services were previously received by the Copyright Holder, within 30 (thirty) working days from the date of receipt of the "Application for the return of funds" by the Copyright Holder.

In order to return funds to a bank card or settlement account, the User - an individual must fill out the “Application for the return of funds”, which is sent to the Copyright Holder in writing by mail. Refunds will be made to the User's bank account specified in the application within 30 (thirty) working days from the date of receipt of the "Application for the return of funds" by the Copyright Holder.

To return funds erroneously credited to the account of the Copyright Holder through payment systems, the User - an individual must apply with a written application within a period not exceeding 2 (two) business days from the date of such payment, and attach a copy of the passport and checks / receipts, confirming the miscalculation. This application must be sent to the address of the Copyright Holder. After receiving a written application with a copy of the passport and checks/receipts attached, the Copyright Holder makes a refund to the settlement account of the individual specified in the application within up to 7 (seven) calendar days from the date of receipt of the application. In this case, the refund amount will be equal to the erroneously credited one. At the same time, the amount of funds is not recognized as erroneously credited in the event of the actual provision of Access to the service and its use by the User.

The term for consideration of the application and the return of funds to the User (both legal entities and individuals) begins to be calculated from the moment the Right Holder receives the application. If the application is received by the Copyright Holder after 18:00 on a working day or on a holiday/day off, the moment of receipt by the Copyright Holder of the application is considered the next business day.

8. Other terms

This Agreement, its conclusion and execution is governed by the legislation of the China.

The User and the Copyright Holder have agreed on a mandatory claim procedure for resolving disputes, the period for considering a claim is 30 (thirty) business days from the date of submission.

If it is impossible to resolve the dispute and subject to the mandatory claim procedure, disputes between the User and the Copyright Holder will be resolved in court at the location of the Copyright Holder.

Any notices under this Agreement, other than notices for which section 7 provides for a mandatory written form, may be sent via the email/Whatsapp/Telegram specified during registration. Email address of the Copyright Holder info@youmessages.com Any documents and messages sent to the User’s email address specified during registration in the Service, as well as using the functionality of the Service, are considered signed with a simple electronic signature, equivalent to documents on paper and can be used in as evidence in court.

Without contradicting the terms of this Agreement, the User and the Copyright Holder have the right to execute this Agreement at any time by drawing up one document signed by the parties.

Details of the Rightholder:

Bueno ltd.
Units a-c, 25/f.,
Seabright plaza, no. 9-23 shell street,
north point.
HONG KONG