

TERMS OF SERVICE

Last updated: September 27, 2021

1. Introduction

Welcome to Push.express ("Company", "we", "our", "us", "Push.express")!

These Terms of Service ("Terms") govern your use of our web pages located at <https://push.express>, ("Service") operated by Push.express.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard, and disclose information that results from your use of our web pages. Our Privacy Policy can be found here: https://push.express/policy/Privacy_Policy_push_express.pdf.

Your agreement with us includes these Terms and our Privacy Policy ("**Agreements**"). You acknowledge that you have read and understood the Agreements, and agree to be bound by them.

If you do not agree with (or cannot comply with) the Agreements, then you may not use the Service, but please let us know by emailing so we can try to find a solution. These Terms apply to all visitors, users, and others who wish to access or use the Service.

Thank you for being responsible.

2. Communications

By creating an account on our Service, you agree to subscribe to newsletters, marketing or promotional materials, and other information we may send. You can opt-out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting our Telegram chat administrator at <https://t.me/pushexpress>.

3. Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be required to provide certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct, and complete.

We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order, or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4. Promotions

Any promotions made available through the Service may be governed by rules that are separate from these Terms. If you participate in any promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

5. Subscriptions

Some parts of the Service are billed on a subscription basis ("**subscription(s)**"). Services are provided with a positive balance.

6. Free Trial

We may, at our discretion, offer a subscription with a free trial for a limited period of time ("**Free Trial**").

You may be required to enter your billing information to sign up for the Free Trial.

If you enter your billing information when signing up for the Free Trial, we will not charge you until the Free Trial has expired. On the last day of the Free Trial period, unless you cancel your subscription, you will be automatically charged the applicable subscription fees for the type of subscription you have selected.

At any time and without notice, we reserve the right to (i) modify the Terms of Service of the Free Trial offer, or (ii) cancel such Free Trial offer.

7. Subscription fee changes

Details and changes of subscription plans are communicated on the Service, in Our Telegram groups <https://t.me/pushexpressnews> and <https://t.me/pushexpress>, and personally when you contact us.

We will provide you with reasonable advance notice of any changes in subscription fees to give you an opportunity to terminate your subscription before such change becomes effective.

Your continued use of the Service after the subscription fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

8. Refunds

Except as required by law, paid subscription fees are non-refundable.

9. Content

Content found on or through this service is the property of Push.express or used with permission. You may not distribute, modify, transmit, reuse, download, republish, copy, or

use said content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

If you use the push-notification content offered by our service, by choosing the content, you independently decide to use the offered content, agree with its content and meaning, select the content as acceptable for your purposes, and take full responsibility for the use of such content selected by you. If the push-notification content offered to you from our service's databases is not suitable for you for some reasons, we provide you with the technical ability to use your own content for push-notifications. We do not monitor and do not seek to monitor your own content and do not include your content in any databases, including the Service's databases, nor do we seek to create technical capabilities to track your push-notification content. By using your own content for push-notifications, you fully take responsibility for such content and its use.

10. Prohibited use

You may use the service only for lawful purposes and in accordance with the Terms. You agree not to use the service:

1. In any way that violates any applicable national or international law or regulation.
2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, or otherwise.
3. To send, knowingly receive, upload, download, use, or re-use any material which does not comply with the Content standards set out in these Terms of Service.
4. To impersonate or attempt to impersonate the company, a company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
5. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the service, or which, as determined by us, may harm the company or users of the service or expose them to liability.

Additionally, you agree not to:

- a. Use the service in any manner that could disable, overburden, damage, or impair the service or interfere with any other party's use of the service, including their ability to engage in real-time activities through the service.
- b. Use any manual process to monitor or copy any of the material on the service or for any other unauthorized purpose without our prior written consent.
- c. Use any device, software, or routine that interferes with the proper working of the service.
- d. Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- e. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the service, the server on which the service is stored, or any server, computer, or database connected to the service.
- f. Attack the service via a denial-of-service attack or a distributed denial-of-service attack.
- g. Otherwise attempt to interfere with the proper working of the service.

11. Use restrictions

The service is intended only for access and use by individuals who have reached the age of majority in the jurisdiction in which they reside. By using any of the company's services, you

warrant and represent that you have the full legal capacity and authority to enter into this agreement and to comply with all terms and conditions of these Terms, and if not, you are prohibited from accessing and using the service.

12. Accounts

When you create an account with us, you guarantee that you have all the authority, rights, and capabilities to enter into the Agreements and to comply with all the provisions of the Terms, and that the information you provide us is accurate, complete, and current. Inaccurate, incomplete, or outdated information may lead to the immediate termination of your account in the service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to, restricting access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization. You may not use as a username any name that is offensive, vulgar, or obscene. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion upon detecting any violation of the Agreements' terms.

13. Intellectual property

The service and its original content (excluding content provided by users), features, and functionality are and shall remain the exclusive property of ours. The service is protected by copyright, trademark, and other laws. Our trademarks and trade dress may not be used in connection with any product or service without our prior written consent.

14. Copyright policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that content posted on the service infringes the copyright or other intellectual property rights ("**infringement**") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and believe that the copyrighted work has been copied in a manner that constitutes copyright infringement, please submit your claim to the administrator of our Telegram chat <https://t.me/pushexpress> and include in your claim a detailed description of the alleged Infringement as detailed below, in the section "Copyright infringement notice and complaint procedure."

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims of your copyright infringement by content found on and/or through the service.

15. Copyright infringement notice and complaint procedure

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see more detailed information in 17 USC 512(c)(3)):

1. The electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) where the copyrighted work is available or a copy of the copyrighted work;
3. Identification of the URL or other specific location on the service where the material that you claim is infringing is located;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

16. Error reports and feedback

You may send to us, in our Telegram chat at <https://t.me/pushexpress>, information about errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our service ("**feedback**"). You acknowledge and agree that: (i) you shall not retain, acquire, or assert any intellectual property right or other right, title, or interest in feedback; (ii) the company may have development ideas similar to feedback; (iii) feedback does not contain confidential information or proprietary information from you or any third party; and (iv) the Company is not under any obligation to maintain the confidentiality of feedback. In the event the transfer of the ownership to feedback is not possible due to applicable mandatory laws, you grant the company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sublicensable, unlimited, and perpetual right to use (including copy, modify, create derivative works, publish, distribute, and commercialize) feedback in any manner and for any purpose.

17. Links to other websites

Our service may contain links to third-party websites or services that are not owned or controlled by Push.express.

Push.express has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT Push.express SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS, OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD-PARTY WEBSITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD-PARTY WEBSITES OR SERVICES THAT YOU VISIT.

18. Disclaimer of warranties

THE SERVICE IS PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH US, AT YOUR OWN RISK.

NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

19. Limitation of liability

EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE TO RELEASE AND HOLD HARMLESS THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT WHERE PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF THE COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

20. Termination

We may terminate or suspend your account and block access to the service immediately, without prior notice or liability, at our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

21. Applicable law

These Terms and your relationship with Push.express under these Terms shall be governed and construed in accordance with the laws of the jurisdiction in which you are a resident, without regard to its conflict of law provisions. Notwithstanding the foregoing, Push.express may seek injunctive or other urgent legal relief in any jurisdiction.

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. These Terms constitute the entire agreement between us regarding our service, and supersede and replace any prior agreements we might have had between us regarding the service.

22. Changes to the service

We reserve the right to withdraw or amend our service, and any service or material we provide via the service, at our sole discretion without notice. We will not be liable if for any reason all or any part of the service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the service, or the entire service, to users, including registered users.

23. Changes to Terms

We may modify the Terms at any time by posting the amended Terms on this site. You are required to periodically review these Terms.

Your continued use of the services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the service.

24. Waiver and severability

No waiver by the company of any term or condition set forth in the Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the company to assert a right or provision under the Terms shall not constitute a waiver of such right or provision.

If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

25. Acknowledgement

BY USING OUR SERVICES OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY THEM.

26. Contact us

Please send your feedback, comments, requests for technical support:

- In the Telegram chat <https://t.me/pushexpress>
- To the administrators of the Telegram chat <https://t.me/pushexpress> directly.