

Terms of Use

Last modified on: September 1, 2022

These Terms of Use ('**Terms**') constitute a legally binding contract between you as a user ('**User**' or '**you**') of our App as prescribed below, and us, Elbax, registered under the laws of the the Republic of Estonia and located at Narva mnt 7-634, Harjumaa, Tallinn, Estonia, 10117 registration number 16285697 ('**we**', '**Company**', '**us**') as the owner of the App.

The application Repost for Instagram ('**App**', '**Repost**', '**Service**') belongs to the Company and is placed on the App Store.

The Terms govern your rights and duties concerning your use of the services we provide via the App ('**Services**'). Please read these Terms carefully before using our App. By downloading our App or by filling in the respective forms, you agree to be bound by the Terms. If you do not agree to be bound by the Terms, please do not use the App.

Should you have any questions regarding the use of the App, these Terms or any other services provided by us, please drop us a line at support@rpstservice.com.

Your use of the App

Eligibility. The Services are intended for people of different age and are mostly based on a free-to-use basis. You confirm that:

- (a) you have reached the legal age where you live and you have the legal capacity to enter into and form a legally binding contract;
- (b) you have not previously been prohibited or restricted from the Service;
- (c) you are not a competitor of or using the Service for purposes that are competitive with the Company, and
- (d) your registration and your use of the Service is in compliance with any and all laws and regulations.

If you are a minor under the age of 18 (or the age of legal majority where you live) and at least 13 years of age, it is necessary that your parents or guardians look through these Terms and give their consent on your usage of the Services. It is especially important in case you would like to buy some of our paid Services. You are only permitted to use our Services through an account owned by a parent or legal guardian with their appropriate permission and under their direct supervision.

If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in connection with the use of the Services.

Children under 13 years are not permitted to use the Services.

If you are accessing or using the Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

Privacy. The Company is aimed to protect your privacy. To find out how we collect and process your personal data, and what are your rights regarding your personal data, please see our [Privacy Policy](#).

Description

Scope of the Services. Repost is an easy-to-use application you can quickly and easily repost any content from Instagram, available on the App Store. The App allows reposting single photos, carousel posts, videos, Reels, IGTVs. The free trial period is provided to all users, but in order to use all the App's features you may apply for the subscription.

Registration. You do not need to register a separate account to use our App. Nevertheless, you can authorize through your account on third-party services, such as Facebook or Instagram. It will allow you to post reposted images. You can connect these services to your activities in the Apps at any time. In all such cases, the services will share with us some data about you so we can identify you properly. To discover what data and for what reasons we receive, visit our [Privacy Policy](#).

Tech requirements. To use the App, you will need a device that meets the system and compatibility requirements for the relevant content, working Internet access, and compatible software. We are not responsible for the App's malfunctions, if they are caused due to the inadequacy of your device, Internet connection or software.

Updates. The Company reserves the right to update the App in any way at its sole discretion. These Terms will also apply to any updates, enhancements, and new features on the App not expressly mentioned hereunder and implemented after these Terms became effective. If the new features substantially change your position as a user, we will explicitly notify you about such features. You, as the user acknowledge, accept and agree that the Company shall not be held liable for any such updates, modifications, enhancements, suspensions or discontinuance of any of our Services. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, enhancements and/or modifications, and/or other changes. As such, you should frequently review these Terms and any and all applicable terms and policies to ensure you are aware of all terms and policies currently in effect. If you do not agree to the updated, modified, revised, or modified terms, you must stop using the Services.

Disclaimers as to the Liability for the User Account. You must immediately notify us if you know or have any reason to suspect that your credentials for synchronization or payment methods have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of the App on your behalf. You are solely responsible for all and any activities conducted through your devices.

Payments and refunds

This section of the Terms applies only to those Services of the App that you can get for an additional fee in contrast to the Services that are free to use.

When you make the in-App purchases you enter into a separate contract with the Company based on these Terms (as applicable). Your contract for the purchase and use of the paid Services is completed once you receive the email from App Store confirming your purchase of the subscription, and

performance of this contract begins as soon as the purchase is complete. The paid Services will become available for you only after the payment is made in full.

Payments via the intermediary. Please take into account that all payments are carried out by the intermediary services and not the Company itself. The payment occurs with the usage of one of two payment methods depending on your device operating system: App Store payments for IOS devices.

We recommend that you carefully read the terms of service provision of the selected financial intermediary, as well as its privacy policies. Please pay attention that your relations with such financial intermediaries are governed by a separate agreement. The identification of the user necessary to conclude the contract and make the purchase is conducted by the intermediary service.

You should bear all costs charged by your bank (or financial intermediary) as may be necessary to enable the respective transaction. After each successful payment you will receive a receipt.

Prices. The Company reserves the right to determine pricing for the Services. The prices of the Services are specified inside of the App, and we will make reasonable efforts to keep pricing information up to date. The prices do not include the amount of applicable taxes you should pay when buying the Services in accordance with the applicable laws of your country.

The Company may change fees for any feature of the Service in a manner allowed by the Apple App Store. We encourage you to check the current pricing information from time to time.

The Company, at its sole discretion, may make promotional offers with different features and different prices for any user, as well as offer discounts. These promotional offers and/or discounts, unless made to you via email or available in App, will not apply to these Terms.

Purchase. We may provide our Services on a subscription basis, while certain modules, tools, features, or other functionality (collectively, "Features") may be also offered for payment. When you purchase some offered Features offered for payment, you purchase them once, and access to such Features doesn't expire. If you select purchasing a Services subscription (regardless of the offered type of subscription), you will be billed on a periodic basis in accordance with the applicable billing cycle.

The Services subscription will begin on the date when you purchase your first subscription to the Service and continue for the subscription period that you select in the App, and will automatically renew for successive periods of the same duration, unless you cancel the subscription or we terminate it. If you do not wish to continue your Services subscription, you must cancel it before it renews.

We reserve the right to revise the terms of your Services subscription, including pricing, upon renewal of your Services subscription by giving you notice of the revision(s) prior to that renewal. If you do not accept the revision(s), you may cancel your Services subscription.

Both you and the Company may cancel your Services subscription in the manner specified by the Apple App Store.

Free Trial. The Company may, at its sole discretion, offer a Services subscription with a free trial for a limited term stipulated in the App. You may need to activate the Services subscription to use the free trial.

If you activate the Services subscription to take advantage of the free trial, you will not be charged until the end of the free trial. Unless you canceled your subscription more than 24 hours before your renewal date, you will be automatically charged the applicable Services 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 and conditions of the free trial offer, or (ii) cancel such free trial offer.

Delinquent payments. The Company may suspend or terminate access to the Services, including fee-based portions of the Services Subscription for which any amount is due but unpaid. If your payment method is no longer valid at the time a renewal Services Subscription payment is due, then the Company reserves the right to cancel your Services Subscription, and delete any information or User Content (defined below) without any liability to you.

Refunds. Any payments to the Company may be refunded if required under the applicable laws or according to the refund terms of App Store. For example, you have the right for a refund if the App is not working.

We are not generally obliged to make a refund when:

- your request is based on your mistake; or
- you lack the expertise to use our Services; or
- you have changed your mind regarding the use of the Services, or
- you have breached these Terms.

Prohibited Conduct

By using the Services, you agree not to:

- Use the Services in any unlawful manner, in particular, by violating the rights of the others;
- Use or take part (directly or indirectly) in the use of automation software, emulators, bots, hacks, or any unauthorized third-party software designed to modify or interfere with the Services; access the Services through any automated means (including use of scripts, crawlers or similar technologies from time to time); perform acts aimed at breach of normal functioning of the Services;
- Use the App for attempting to, or assisting, authorizing or encouraging others to circumvent, disable or defeat any of the security features or components that protect, obfuscate or otherwise restrict access to the App;
- Solicit or attempt to solicit any login credentials or personal data from other users of the Services;
- Collect or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Services;
- Commercially exploit the materials on the Apps (as indicated above) in any way, including, by (sub)licensing, (re)selling, transferring, assigning, distributing the Services to any third party in any way; remove any watermarks, labels or other legal or proprietary notices included in the Apps, or attempt to modify the App obtained through App Store, including any modification for the purpose of disguising or changing any indications of the ownership or source of the App;
- Modify or cause to be modified any files that are a part of the Services without the Company's express written consent;
- Upload any viruses or malicious code or do anything else that will negatively affect the App, impair their functionality or compromise the data of the Company;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Services, or to obtain any information from the Services using any method not expressly permitted by the Company;
- Use the App as a part of any service for sharing, lending or multi-person use, except as specifically permitted and only in the exact manner provided;
- Act in violation of any of the [Apple Store](#) restrictions;

- Facilitate or support any of the actions described above.

The content published via the Services or displayed when sending messages in emails or chats to the Company shall not contain any of the following types of content:

- excessively profane content;
- hate-related or violent content, unlawful, obscene, harmful, threatening, harassing, defamatory or hateful or that contain objects or symbols of hate, deceptive, fraudulent, threatening, abusive, inciting of unlawful action, defamatory, libelous, vulgar, obscene, harassing, degrading, intimidating, tortious or violent or constitute hate speech or are otherwise objectionable;
- relate to products that are sexual or pornographic in nature or other products that are unlawful in any manner.
- content advocating racial or ethnic intolerance;
- content intended to advocate or advance computer hacking or cracking;
- other illegal activity, including without limitation illegal export of controlled substances or illegal software;
- drug paraphernalia;
- phishing;
- malicious content;
- Other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights.

Intellectual property

Company's Content. The Services are owned and operated by the Company. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services (**'Materials'**) provided by the Company are protected by intellectual property and other laws. All Materials included in the App are the property of the Company or its third-party licensors. Except as expressly authorized by the Company, you may not use the Materials. The Company reserves all rights to the Materials not granted expressly in these Terms.

Company's License. The Company grants you a non-transferable, non-exclusive, revocable, worldwide, limited, non-sublicensable license to access and use the Services subject to your adherence to these Terms (**'Company's License'**). The Company grants the Company's License for the term of the Services using.

For clarity, the permissions are limited to the Services, and no rights are granted with respect to any servers, computers, or databases associated with the Services.

User's Content. When you use the Services, you provide us with a link to particular content originally published at Instagram, such as photos, carousel posts, videos, Reels, IGTVs. We refer to such content as **"Your Content"**.

To provide Services to you, the App downloads Your Content and any relevant metadata of Your Content from Instagram to your mobile device, processes it and enables you to post such processed content to Instagram on your own behalf (i. e. repost it). Processing of Your Content and any associated metadata occurs on your mobile device.

We do not own Your Content used or provided by you in connection with our App.

We have no ability to control Your Content that is used or provided in connection with such App, and do not have any obligation to monitor or possibility to check such content for any purpose. We merely

perform technical functions necessary to offer you the App and its functions, regardless of whether such functions result in modification of Your Content or creation of a derivative or compiled work.

You may use Your Content in relation to the App for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws and regulations, as well as the terms and conditions set by Instagram in connection with your use of Your Content.

Your License. By using the Services, you hereby grant to us a non-exclusive, worldwide, fully paid, royalty-free, sublicensable and transferable right and license to use, host, store, reproduce, modify, create derivative or compiled works of (such as those resulting from adaptations or other changes that are made of User Content using the App), adapt, perform, display, publish, distribute, transmit, and otherwise exploit Your Content for the limited purposes of allowing us to provide the Services (“**User’s License**”). This grant is effective unless Your Content has fallen into public domain and no license is necessary for its use.

Your representations and obligations with respect to Your Content.

By using the Services you represent to us that you:

- (1) may lawfully use Your Content in the ways enabled by the App, either by holding copyrights to Your Content, or by having obtained a license to Your Content from the rightsholder, or by virtue of Your Content having fallen into public domain, or under any applicable law that otherwise makes such use lawful;
- (2) do not otherwise violate any third party’s intellectual property rights when using Your Content.

It remains your sole responsibility to ascertain the legal status of Your Content before you begin to use and while using the Services.

The App attaches a label with the nickname of the Instagram user who had originally published Your Content when it is prepared for a repost by default. The App may allow you to remove this label. However, should you choose to remove it, it remains your sole responsibility to ensure that such removal does not lead to violation of any third party’s rights, including moral rights of the author of Your Content. We do not remove this label by ourselves.

Third-Party Links

You may have an opportunity to leave the Services via the links to third-party websites and services. For instance, we may provide you with links to our profiles in social media.

Such third-party links are not under the control of the Company, and the Company is not responsible for them. We may provide you with these links only for your convenience, and the inclusion of any such link does not imply the endorsement by the Company of such third-party websites.

You use all third-party links at your own risk. You should apply a suitable level of caution when doing so. When you click on any of the third-party links, the applicable third party’s terms and policies apply, including conditions of the third party’s privacy practices. We recommend you reading any such terms and policies carefully before using the respective third-party website.

Disclaimers and Limitations of Liability

No provisions of these Terms will prejudice the statutory rights that you may have as a consumer of the Services. The laws of some countries and jurisdictions do not allow the exclusion of some kinds of warranties or the limitation of liability as stated in this section, so the below terms may not fully apply to you. Instead, in such jurisdictions, the exclusions and limitations below shall apply only to the extent permitted by the laws of such jurisdictions.

Disclaimer as to the warranties on the App's operation.

You use the App at your own risk and subject to the disclaimers set in these Terms. The Services are provided on an "as-is" and "as available" basis. This means that we cannot (and we do not) make the warranty that the Services will be uninterrupted, timely, or error-free. We shall not be obliged to ensure the operation of the App for all devices or under certain specific conditions.

The Company does not warrant that (i) the App will meet your specific requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the App will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the App will meet your expectations, and (v) any errors in the App will be corrected.

Despite the stated above, the Services shall be provided within a reasonable time and fit for any purposes specified within the App.

Disclaimer as to the warranties and the role of Apple.

In any case, we and you acknowledge that:

- These Terms are concluded between us and you only, and not with Apple. We are responsible for the App and all content thereof, except for the User Content. We acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App for iOS.
- Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. We are solely responsible for providing any maintenance and support services with respect to the App.
- We, and not Apple, are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Your sole responsibility.
- The Company, not Apple, is responsible for addressing any claims from you or any third party relating to the App or your possession and/or use of that App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- You must represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple’s subsidiaries are third party beneficiaries of the EULA, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof.

Disclaimer as to the warranties regarding the damages that may be caused to you.

To the maximum extent permitted by the law, in no event shall the Company be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits) arising out of or in any way related to the use of or inability to use the App, or otherwise under or in connection with any provision of these Terms, even in the event of strict liability. This limitation should apply even if the Company has been advised of the possibility of such damages.

We disclaim all warranties and conditions, either expressed, implied or statutory, including, but not limited to any warranties or conditions of fitness for a purpose, lack of viruses, accuracy or completeness of any information, or correspondence to description, as regards our Services.

Disclaimer as to the claims of third parties in concern of your breaches of the Terms.

The Company shall immediately inform you in case of any claims or actions brought against the Company concerning:

- (a) your unauthorized use of, or misuse of the App;
- (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation;
- (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right;
- (d) personal data; or
- (e) any dispute or issue between you and any third party.

All costs and expenses related to settlement of the specified claims, actions and/or legal proceedings shall be borne by you. You shall assume the obligation to compensate in full the costs of all expenses incurred by the Company due to occurrence of the circumstances specified herein.

Amendments

The Company reserves the right, at its sole discretion, to modify or replace any part of these Terms. It is your responsibility to check this Agreement periodically for changes. If you continue to use the Services after such amendments are made, you will be considered as having accepted all of them, unless there is an obligation imposed on the Company by the applicable law to obtain your explicit consent to the amendments. If the changes are substantial, we will notify you about them. The Company solely defines what changes should be considered as substantial.

Applicable Law and Dispute Resolution

By using the App, you agree that the laws of the Republic of Estonia (excluding any choice-of-law rules) will govern these Terms and any dispute of any sort that might arise between you and the Company.

All disputes and disagreements that might arise from these Terms shall be resolved through negotiations. For the purposes of the settlement of such disputes, e-mail correspondence with the authorized persons of the Company at support@rpstservice.com shall be the effective and binding method of communication. If you intend to contact us via email, mention the purpose, briefly describe the problem and do not forget about your contact information (full name, e-mail). Otherwise, we will not be able to give a response.

If the dispute cannot be resolved through negotiation within 30 calendar days, it shall be referred to and finally resolved by the appropriate court under the laws of the Republic of Estonia, unless otherwise required by the applicable law.

By agreeing to these Terms, you are:

- Waiving claims that you might otherwise have against us based on the laws of other jurisdictions, including your own;
- Irrevocably consenting to the exclusive jurisdiction of, and venue in, the courts of Republic of Estonia over any disputes or claims you have with us;
- Submitting yourself to the personal jurisdiction of such courts for the purpose of resolving any such disputes or claims.

Nothing in this Section shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the laws of such other jurisdiction.

Indemnification

You agree to defend, indemnify, and hold us, our parents, subsidiaries, affiliates, customers, vendors, and our and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with:

- Your access to or use (or misuse) of the App or any other content or services that you access using the App.
- Your violation of these Terms.
- Your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right.
- Any claim that Your Content or any of your actions caused damage to a third party.

Termination of these Terms

These Terms shall be valid until the provision of the Services is terminated either by you or us.

Termination by you.

You can terminate these Terms at any time and for any reason by deleting the App of the Company from your device.

Termination by the Company.

We reserve the right, without notice and at our sole discretion, to terminate these Terms or suspend your right to access the Services in case of:

- your breach of the Terms, or any of the obligation under these Terms or applicable laws, or if we believe that you have committed fraud, negligence or other misconduct, or
- you infringe proprietary rights, rights of privacy, or intellectual property rights of any person, business or organization, or
- you engaged in other actions relating to the App that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, other users, us, any other third parties or for the App or
- it is required by applicable law.

The Company also reserves the right to stop supporting the Services or part of them at any time, at which point your right to use the Service or a part thereof will be automatically terminated. In such an event, the Company shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services.

Effect of Termination.

Upon termination of these Terms all licenses and rights to use the App shall immediately terminate. Upon any termination you must cease all use of the App and promptly delete all copies, full or partial, of the App.

Upon any termination Your Content stored by us (if any) will no longer be accessible. We will have no obligation to maintain any information and content stored in our database related to you or your use of the App, or to forward any information to you or any third party, unless it is required by the applicable privacy law.

Any suspension or termination of these Terms will not affect your obligations to us under these Terms, including, without limitation, proprietary rights and ownership, indemnification and limitation of liability. Our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in the Terms will survive as well.

Contact Information

Company name: Elbax OU
Narva mnt. 7-634, Harjumaa,
Tallinn, Estonia, 10117

support@rpstservice.com