

Terms and Conditions

N.B.: Please, read carefully these Terms and Conditions before accepting them. Then print Terms and Conditions, [Privacy Policy](#), [Personal Data Policy](#), [Cookie Policy](#), sign them and save together with all confirmation messages, received from Us through any means of telecommunication, along with financial transactions data and any other means.

We do not file a copy of the Agreement with You, therefore We ask to have it printed for Your personal use. The amendments to these Terms and Conditions shall be introduced in compliance with the regulations hereinafter provided.

I. General Definitions

REES46 Group (hereinafter referred to as - "REES46", "We") – REES46 Inc. EIN: 81-4256246 incorporated by the law of the state Delaware, USA.

rees46.com – website rees46.com

Online retailer ("You", "E-commerce site") – a legally capable natural person or capable legal entity that entered into an Agreement with REES46.

Customer ("User", "Purchaser", "Client") - a legally capable natural person or capable legal entity that entered into a sale and purchase agreement with Online retailer and that is a subject of REES46 Group analysis.

Agreement – a contract between the Online retailer and REES46 (hereinafter jointly referred to as Parties), whereby We shall provide Services and You pay for them in accordance with these Terms and Conditions, as well as all other regulations.

Services - services We provide by means of the website rees46.com. List of the Services is specified at the Annex to the Agreement.

Control Panel - Web page, specially designed to control the services provided, maintain up-to-date contact information and provide any other information required. To access the Control panel please follow <https://REES46.com/>. Access to the Web page is performed via a secure protocol only after the identification.

Personal Account – a unique reference, provided after registration, which can be accessed by means of entering personal registration data (Login, Password) and which allows You to make financial transactions, use the Services and other functions of the [REES46.com](https://rees46.com) website, as well as change the settings and the password and which may allow Us identify You on Our website.

Account Balance – the amount of immediately available funds, comprised of the funds deposited on Your Personal Account. Account Balance may be increased by using available methods of [methods of payment](#) and shall decrease when You use rendered Services.

Third-Party Content – any unauthorized information published by a third party on Our website/resources.

Financial Institutions – banks, credit agencies, processing centers and other financial institutions of the kind.

II. Terms of Service Delivery

1. REES46 Group provides Services exclusively to the Online retailers that have full legal capacity, in compliance with the applicable legislation, provided that the use of the rendered services does not contravene the law of Your country. You confirm that You do not offend against Your local law while use Our services.
2. We reserve the right to conduct a security check in line with the provisions of the REES46 Group Privacy Policy. The access to Your Personal Account may be restricted until the security check has been completed. You are fully aware of Your liability for any violation of the active legislation of Your country, that restricts the use of the provided Services. In such a case any reference to these Terms and Conditions is not valid.
3. Any use of Our Services is at Your own discretion and risk. We do not bear any liability for the reasonability and rationality of Your decisions. You are aware of the fact that the use of Services may entail financial losses and You do understand that You are fully responsible for such losses.
4. By using Our Services, You confirm that You do not consider them to any extent offensive, degrading or unfair.
5. Technical setting, special features and guarantees rendered services are defined in the relevant Service Level Agreement (SLA) (hereinafter - the Agreement), published on Our official website at <http://docs.rees46.com>.
6. We may inform You by e-mail or by posting relevant information on Our official website or Personal account on planned preventive works, planned /unplanned power failures, as well as other circumstances that may entail the loss of use of the Services. In no event these interruptions shall be compensated.

III. Registration

1. In order to use the Services You need to register Your Personal Account, which will allow You to access the open part of the rees46.com website. During the registration You will be requested to enter a unique Email and choose Password as well as provide some other information. It is understood that You guarantee that the provided data is complete, accurate and up-to-date. You may update Your Personal data at any time when You find it necessary. Please, be advised on REES46 Privacy Policy and Personal Data Policy.
2. The currency for all transactions at rees46.com and other REES46 resources may be executed in US dollars (USD), Euros, GBP, CHF, CAD, RUB.
3. You are not charged for the registration Your Personal Account. You shall ensure that all payments into Your Personal Account are made from a source of which You are the named account holder.
4. To use the Services You should deposit money on Your Personal Account by means of one of the methods of payment available on REES46 website. As soon as We make sure that the transaction was duly executed, the funds will be credited to Your Personal Account.
5. Services are to be paid in advance on the self-billing basis. Our Services are provided only when You have a positive Account balance. We reserve the right to immediately suspend rendering of the Services in case of shortage of funds.
6. You are also entitled to make new orders for Services by adding applications via Your Personal account.

Please, note that REES46 is not a bank or any other crediting institution; therefore You shall bear no interest on the funds deposited on Your Personal Account.

IV. Personal Data Verification

1. Personal data provided during the registration must be complete, accurate and up-to-date. We reserve the right to conduct a security check in compliance with the provisions of REES46 Privacy Policy. Failure to pass the security check may lead to Your Personal Account being disabled.

V. Security Check

1. For the reasons of Your personal security, the security of Us and Our partners REES46 Group reserves the right to conduct at any time a security check, which includes, but is not limited to, the verification of the information that You provided Us with during the registration in order to comply with the Terms and Conditions, as well as with the applicable law.
2. You do realize that having accepted these Terms and Conditions You authorize REES46 Group and Our partners to use and disclose the confidential information that You provided for the purposes specified by the Privacy Policy, as well as to request any commercial or private information from any third party in order to validate the data You provided. In particular, We reserve the right to request statements from any public registers and systematized data bases, including bank statements, and receive information from Our partners and other third parties.
3. By accepting these Terms and Conditions You undertake to provide all required documents and information. Failure to provide Us with such information may lead to Our unilateral termination of the Agreement.
4. In case of gross violations of the data protection requirements We reserve the right to block Your access to Our resources.
5. We are entitled to disable Your access to Our resources for scheduled maintenance for five (5) hours per quarter. In no event these interruptions shall be compensated.

VI. Terms of Use

1. In the best interests of Our Partners We may take any measures for Our Services to be open, transparent and fair.
2. We reserve the right to suspend, amend, cancel or add any Services without prior notification at any time at Our own discretion, including but not limited to maintenance caused by technical problems, however, We bear no responsibility for these actions.
3. REES46 reserves the right to restrict the use of some of the Services at Our sole discretion.
4. We reserve the right to reject Online retailer's application for new service, suspend the rendering of Services or reject application for the prolongation of the Services. The abovementioned conditions can be waived for three (3) banking days after receiving the required information. In case of failure to provide requested information within thirty (30) calendar days from the date of the first request We shall be entitled to terminate the Agreement.
5. We may suspend the rendering of the Services in the following cases:
 - Services could endanger national security and defense, health and safety of the people;
 - Online retailer fails to make payments for Services rendered;
 - Online retailer violates applicable legislation;
 - Online retailer uses or intends to use the Software for any unlawful purposes or receives Services illegally, operates provided Software and equipment in violation of the Technical rules.
6. You must not attempt any hacker attacks, introduce any unauthorized amendments and/or any other modifications, aimed to disturb normal functioning of Our resources.
7. You shall not copy, modify, retrieve, transmit, alter or spread any or all parts of the rees46.com website and/or any information it contains.
8. You shall not track, use and copy Our web-pages, program code and web-site content.
9. Any unauthorized use of the provided resources shall be prosecuted.
10. We reserve the right to aggregate behavioral data of anonymous visitors of the website, generate Customer's portrait of an audience without being tied to the Online retailer and provide anonymous aggregated data to the third parties.
11. We also reserve the right to use the means of synchronizing the Online retailer's audience with Our and third parties audience in the case rendering the services "Abandoned Cart Remarketing" and "Targeted Advertising".

VII. Compensation

1. Compensation for the Services rendered is determined in accordance with the Rates published on Our website. We reserve the right to change unilaterally the Rates. New Rates shall come into force in accordance with the conditions specified hereunder.
2. You are the only one solely responsible for the accuracy of payments performed.
3. The amount of Services rendered is determined exclusively by the REES46's Software.

VII. Restriction of Use

1. In accordance of the Applicable legislation the use of the Services does not contravene any law. However, Your local legislation may contain any provisions that may prohibit or restrict use of the Services. In such case You are fully aware of Your liability for any violation of the active legislation of Your country, that restricts the use of the provided Services.
2. REES46 reserves the right to suspend rendering of the Services:
 - if ongoing use of the Services may cause damage to REES46 and / or cause the failure of hardware and software of the REES46 of Our Partners;
 - if You send, publish, transmit, reproduce, distribute in any way and use in any form the Software and / or any other materials in whole or in part without prior owner consent;
 - if Your actions are aimed to send, publish, transmit, distribute any information or Software that contains a virus or other harmful component;
 - if Your actions are aimed at sending advertising information (spam) without the consent of the receiver.
 - in the case of distribution and / or publication of any information that violates the requirements of the applicable legislation, international law or violates the rights of third parties;

- in the case of advertising services, products and other materials, the distribution of which is restricted or prohibited by applicable law; Use of non-existent return addresses when sending e-mails and other messages;
 - if You interrupt or intend to interrupt the normal functioning of the Internet (computers, other hardware or software) not belonging to the Customer;
 - if You get or intend to get unauthorized access to network resources (computers, other equipment or information resource), the subsequent use of such access, as well as the destruction or modification of the Software without the prior consent of the owner of the Software or data
 - if You transfer via computers or equipment of the third parties meaningless or useless information, creating unnecessary (spurious) load on these computers or equipment, as well as intermediate parts of the network, in amounts exceeding the minimum necessary to verify network connectivity and availability of its separate elements;
 - if You scan the network nodes in order to identifying the identify an internal network structure, security vulnerabilities, lists of open ports and ect. without strictly expressed consent of the owner of the tested resource;
 - if You perform any other activities not covered by the Agreement if such actions violate the rights and legitimate interests of third parties of applicable law.
3. Suspension of Services rendering mentioned here above shall not be considered as a breach of Our obligations under the Agreement.

VIII. Unused Personal Accounts

1. If You do not use Your Personal Account, i.e. do not access to it by entering Your Username or Password for the duration of 181 days, Your Personal Account will be considered "Inactive"
2. REES46 obtains the right to charge a monthly administrative fee of 10 US dollars from Your Account Balance starting the day after Your Personal Account was considered "Inactive". If during the following 12 months the status of Your Personal Account remains intact, We are entitled to withhold all funds allocated on Your Personal Account for security reasons and close it. However, You may contact Us at any time to use the rest of the funds withheld if there is any for Our Services.

IX. Username and Password Security

1. Upon the registration and choosing of Your Username and Password You must not disclose them or transfer Your rights of use to any third party.
2. The person who entered Your Username and Password on the rees46.com website is presumed to be the full-right owner of Your Personal Account and all transactions made by this person are regarded as valid. Under no circumstances We bear any responsibility for the losses that occurred as a result of an unauthorized usage or misuse of Your registration data. We are under no obligation to store Your Username and Password.
3. In case of a loss of Your Username or Password, please use a special password recover form. If You fail to recover Your password or in the case of a loss of Your e-mail, please contact Us in order to recover Your Username or Password by means of Your e-mail. Please, note that in mentioned situation REES46 may initiate a security check.

Under no condition we are responsible for the loss of Your Username and Password through no fault of ours.

Please, learn about our Recommendations on the safety of Your Username and Password.

X. Fraud

1. We strongly disapprove of unfair practices and fraud and fight against any forms of their instances in every possible way.
2. If during an internal investigation We determine an attempt to commit a fraud, including, but not limited to hacker attacks on Our website and/or on the Personal Account of any rees46.com partners, execution of unauthorized transactions, including those accomplished by means of stolen credit cards, illegal chargebacks or payment recalls, illegal transactions (e.g. "money laundering") or in similar cases, We reserve the right to block or terminate Your Personal Account and recover the damage, incurred by the abovementioned actions, by all legal means, including, but not limited to, withholding the appropriate sum from Your Personal Account or by bringing a court action.
3. In compliance with the legislation We are bound to inform the appropriate authorities on the revealed facts of fraud, which may have most negative effects for You.

XI. Errors

You shall report any errors connected with Your Personal Account or the financial transactions as soon as You found them. If there is such an error or any disorder in the normal functioning of the website which resulted in any financial operations, We shall endeavor to restore status quo.

In case there are insufficient funds in Your Personal Account We may request You to pay the missing amount. If We discover that this error was made use of with a fraudulent intent, We reserve the right to apply the sanctions, provided by the paragraph Fraud of these Terms and Provisions.

XII. Termination of Your Personal Account

It is in Our Sole discretion to terminate Your Personal Account and withdraw unilaterally from the Agreement under the provisions of these Terms and Conditions, including in the event of non-compliance with the essential provisions of the Agreement, as well as commitment of or attempts to commit actions, indicated in the paragraph Fraud.

XIII. REES46 Intellectual Property

1. The brand name REES46, trademark and REES46 logo, REES46 know-how, exclusive, intellectual, copyright, including database, content, domain name rees46.com are rigorously protected by law. The rights to any content, used by REES46 Group, including software, graphic images, photographs, animations, video, audio, music, written text as well as to other intellectual property are in the possession of REES46 and may be transferred only on the basis of licensing agreements. Any violation of the above-mentioned rights is subject to legal prosecution.

2. By signing this Agreement, You hereby agree to transfer all intellectual, exclusive, copyright and other rights to the results of Your intellectual activity and equivalent means of identification provided to Us by any way, including telecommunication channels, throughout all the period of validity of these rights, for Us to use to all intents and purposes of the law in any country.
3. Your use of the Services does not entail creation of rights to content or intellectual property, published on the resources of REES46 Group.

XIV. Closing Your Personal Account and Termination of the Agreement

1. You have the right to close Your Personal Account and terminate the Agreement, having notified Us by no later than 15 days. We shall forward You a reply to the e-mail address within a reasonable time, however, You acknowledge that You bear full responsibility for any action You take on the website rees46.com until Your Personal Account is completely closed.
2. REES46 reserves the right to terminate the Agreement, having notified You by a message to the e-mail address You provided by no later than 3 days before the termination. In the event of the termination of the Agreement at Our discretion, except for the cases indicated by the paragraph Termination of Your Personal Account, We shall refund the funds remaining in Your Account Balance as promptly as possible upon the termination of the Agreement.
3. The paragraphs VI, VIII, IX, X, XII, XIII, XIV, XVIII, XXI of the Agreement retain its full legal force for the Parties after the termination of the Agreement and are in effect, until the grounds for the Parties to include such provisions into the Agreement are eliminated.

XV. Requests and Complaints

If You have any questions or considerations regarding the functioning of the REES46 website or the quality of the provided Services, please forward Your requests and complaints to Us via e-mail. We shall reply to You by a message to the e-mail address You provided during the registration as soon as possible.

XVI. Confidentiality of information

REES46 Group uses Your private information in accordance with the [Privacy Policy](#).

XVII. Assignment

REES46 may completely or partially transfer, assign or encumber the rights under the Agreement to a third party without Your consent and prior notification, provided that the indicated actions shall not entail the detriment to Your condition. The Online retailer may not assign the rights and obligations under the Agreement to any third party.

XVIII . Force majeure

1. REES46 is exempted from the liability for the failure to properly perform any of its obligations, if the failure was a result of the Force majeure. In such a case REES46 has the right to cancel or suspend the Services.
2. Force majeure are external and extraordinary events that take place after the concluding of the Agreement, that prevent REES46 from fulfilling its obligations entirely and/or partially, while their occurrence could not have been foreseen and prevented.
3. The list of Force majeure events includes, but is not limited to:
 - hostilities (regardless of whether war is declared), civil war, rebellion, revolution, state of emergency;
 - natural disasters(hurricanes, cyclones, earthquakes, tsunamis, floods, ground subsidence, snowfalls) that are not seasonal events in this area;
 - hardware or software malfunction, regardless of the agent performing maintenance of the equipment, causes of the malfunction or the location of this equipment, if the malfunction caused disorder in the normal functioning of the website rees46.com;
 - explosions, fires, accidents, strikes in any forms;
 - actions of local authorities, as well as acts of states and international organizations.

XIX. Settlement of Disputes

In the event of a dispute the Parties agree to an obligatory pre-trial dispute resolution procedure.

The Party that considers its rights to have been violated shall forward their claim in English in a written form in hard copy to the registered address of the Second Party. The claim shall contain all the necessary information, reflecting the essence of the dispute, and have all circumstances the claimant considers important for the dispute resolution.

All attached documentary evidence shall be translated into English. The claim should be signed in person, with the signature certified by a notary.

The Party that received the claim has to notify the other Party on the date it received the claim within 15 days. If the abovementioned notification is not received by the claimant, the claim shall be considered to be received by the other party upon the expiry of 15 business days after outset date of sending the claim to the registered address of the Second Party.

The review duration amounts to 30 days after the outset date of receiving the claim. After receiving the response to the claim or upon the expiry of 45 days after the outset date of receiving the claim by the Second Party, if the dispute was not settled, the Party that considers its rights to have been violated is entitled to bring a court action.

XX. Special provisions

1. You use Our Services at Your own risk and discretion. We bear no responsibility for any malfunctioning of the devices and appliances You use to access Our Services, including but not limited to the loss of Your personal data, database corruption, if such failures occurred through no fault of Ours.
2. We are doing Our best to provide the most complete, user-friendly and error-free resource, however, We do not provide any guarantees or promises except for those stipulated by this Agreement.
3. REES46 Group is liable for the breach of the obligations arising out of the Agreement, torts or other grounds, solely within the limits of sums of the actual damage.
4. REES46 accepts and reviews claims for the indemnification of losses inflicted by Us the grounds for which took place not later than 12 months at the time We received the relevant claim.
5. REES46 Group bears no responsibility for losses, including the loss of expected gain or profit or loss of goodwill, the grounds for which could not have been foreseen by any reasonable Third Party, acting cautiously and in good faith, at the moment of concluding the Agreement.
6. We are doing Our best to provide You Services of the highest quality and Our support service is available on 24-hour basis via e-mail. Nevertheless You acknowledge that any information published on Our resources, as well as any other messages, delivered to You through telecommunication channels, via e-mail or in any other way do not contain and must not be used as legal or tax advice or clarification. REES46 bears no responsibility for the losses, suffered as a result of this use of the mentioned information.
7. Online retailers are entitled to use the Services solely in full compliance with the Agreement. You shall compensate REES46 for all losses, including the actual damage and the loss of expected gain and profit, incurred as a result of Your violation of the Agreement.
8. The Parties confirm that the terms of the Agreement, the history between the Parties, as well as any other information that came to Online retailer's knowledge as a result of the use of Services must not be disclosed to a third party and is deemed by the Parties as a commercial secret.
9. If REES46 funded Your Personal Account with the sums, that had not been actually transferred by Your bank for whatever reason, We reserve the right to block Your Personal Account and withhold the sum of the unjust enrichment or seek legal recourse for the protection of Our rights.
10. Under the Agreement the rights and obligations accrue solely for the Online retailer and REES46. Any Third Party, not being a Party under the Agreement, may not require performance of any provisions of the Agreement, unless stipulated otherwise.
11. Under the provisions of the concluded Agreement the law of England and Wales is considered to be the applicable law, thereby the Agreement is not regulated by the legislation of any other jurisdiction.
12. The Parties deem all provisions of the Agreement as essential.

XXI. Final Clause

1. By accepting the Terms and Conditions You confirm that You understand the content of the Agreement in full and that You personally, freely, for Your own benefit knowingly and willfully express Your consent for concluding it in the form it is presented on the website rees46.com with all modifications that can be introduced to it, and that You were not provided with any additional guarantees, warranties, agreements, contracts, obligations, compensations or any other promises of any kind, except those that are explicitly defined by the Agreement, and that You voluntarily, unconditionally and irrevocably waive any claims, rights and/or means of protection, except those provided by the Agreement.
2. If We introduce amendments to the Agreement We shall notify You by sending You a notification message to the e-mail address You provided during the registration or by publishing the new version of the Agreement on the website rees46.com
3. The new version of the Agreement comes into force upon the expiry of 5 days after the date it was published on the website rees46.com. If You disapprove of the new version of the Agreement You have the right to terminate Your Agreement. If You continue to use the Services after the publication of the new version on the website rees46.com You hereby express Your consent to comply with it since the date of its publication.
4. You undertake to familiarize yourself with the Agreement and the amendments introduced to it every time before You use Services.
5. In case of discrepancies between the Terms and Conditions and any other document, comprising the Agreement, the Terms and Conditions prevail.
6. Rendering by an authorized body a particular article of the Terms and Conditions invalid shall not entail invalidity of other articles and provisions of the Terms and Conditions. Here at We reserve the right to amend the appropriate article for it to comply with the provisions of the applicable law.
7. Non-compliance of any article or provision of the Terms and Conditions with the legislation of a certain jurisdiction shall not entail a priori its invalidity in any other jurisdiction.
8. The Agreement and its appendices represent the last and final version of the agreement between the Online retailer and REES46. All previous Agreements become inoperative as soon as the current version of the Agreement comes into force.
9. The Terms and Conditions, Privacy Policy, Personal Data Policy, Cookie Policy form an integral part of the Agreement and shall be considered only in conjunction with each other.
10. The original text is composed in English and may be translated into other languages solely for the information purpose. If there are any discrepancies between the versions in other languages and the English version of the Terms and Conditions, the English version shall prevail.