

Debourse terms and conditions

Welcome to Debourse - a classifieds service that brings together buyers and sellers of gemstones, jewellery and loose diamonds.

Debourse's Terms of Use ("Terms") govern the relationship between Beletage Digital LTD ("the Company", "we") and internet users who have accessed Debourse ("users", "you"). You may use Debourse in accordance with the provisions of the Terms and Conditions and the User Data Policy. If you do not agree with them, you must stop using Debourse.

1. What is Debourse

Debourse is an internet website available at <https://debourse.com> (including all domain levels, including trade.debourse.com) via full and mobile versions and a mobile app, which is a collection of the Company's intellectual property and information (administrative and user content) contained in an information system ("Debourse").

Debourse is an electronic catalogue of advertisements for goods, services and other offers (collectively, "goods") that users can offer and search for on Debourse in order to conclude transactions.

The Company provides authorised users with the technical ability to post information on Debourse in the format of advertisements in the product categories provided. The Company provides all users (regardless of authorisation) with the technical ability to search and view advertisements on Debourse for the purposes set out in the Terms. Debourse's automated algorithms process queries to provide relevant information in search results.

The Company is not a party to, arranger, buyer, seller, employer, intermediary, agent, representative of any user, beneficiary or other interested party in relation to transactions between users. Users use the information posted on Debourse to enter into transactions at their own risk without the Company's direct or indirect involvement or control.

2. Registering for Debourse

You can register with Debourse using your mobile phone number or via your social media profile provided in the Debourse login form. Once you have registered, we will create your unique profile. You can only have one profile on Debourse at a time, linked to one phone number or email address.

If you sign up for Debourse via a social network, you will have limited access to certain features. To access all features of the service, we may ask you to provide a telephone number and email address. We recommend that you enter this information in the Profile section.

By registering for Debourse and each time you access Debourse, you represent that you have all rights necessary to enter into and enforce the Terms and you agree that

- 1) Our partners to process information about you as a subscriber and about the communications services you receive (including telephone number, subscriber device details, other details of services under the communications services agreement, etc.), and to communicate the results of such processing to us;
- 2) the Company to share your telephone number with our partners to verify your reliability as a Debourse user.

Partners will not pass on communications about you to the Company.

Confirmation of your trustworthiness is necessary so that the Company can technically provide you with a profile on Deburse and post any information, as well as to protect the interests of other users.

3. Logging in to Deburse

You can login to your Deburse profile (log in) either using the mobile phone number/email address that is listed in your profile, or through the social network associated with your profile ("login details"). In the first case you will need to enter your password, in the second case you will need to pre-authorise yourself in the relevant social network.

It is your responsibility to keep your Deburse login details confidential. If you have reason to believe that someone has gained unauthorised access to it, please report it to us immediately. Any actions taken on Deburse by anyone authorised using your login details will be deemed to have been done by you. You will be responsible for such actions.

4. User information

The information you provide to the Company about yourself must be accurate, up to date, and not unlawful or in violation of the rights of any third party. It is your responsibility to update them on your Deburse profile as necessary. We may request documents or information from you as proof of identification or authorisation. If you fail to provide them, we may restrict access to your account.

We cannot guarantee that all information users provide on Deburse is accurate. Please exercise caution when engaging in transactions.

We will not disclose to third parties user information that is not publicly available, except where required to do so by law (for example, at the request of certain public authorities). However, we cannot be liable for any third party misuse of the information you have made publicly available on Deburse.

We analyse how you use Deburse to make Deburse better and help you measure the effectiveness of our services.

5. User content

User-generated content is the text and images that Deburse users post in advertisements, public profiles and testimonials.

We do not distribute user-generated content. You own all of the information you post on Deburse. You create, modify, make available to the public, and delete content without our participation or approval.

It is your responsibility to ensure that your user content is in full compliance with the law, the Deburse Terms of Use, posting rules, profile requirements and feedback. You represent and warrant that your content does not infringe any third party's intellectual property rights. Deburse does not censor user content. We take action with respect to content based on lawful requests from authorized parties.

The purpose for which users post information on Deburse is to make contact with a potential buyer who is interested in concluding a transaction in relation to the goods in the advertisement. It's forbidden to post misleading reviews, leave any kind of feedback for sellers on Deburse if you're not interested in closing the deal on the ad, including not allowed to leave "peer reviews" or reviews for a fee to improve a seller's rating. User content

may not be collected, copied, used or otherwise acted upon for any purpose other than those set out in the Terms. User phone numbers may not be used for purposes not directly related to the purchase of goods from the user.

You grant the Company the right to use your content and the intellectual property included therein under a non-exclusive licence: perpetually, royalty-free, in any manner, for worldwide action, with or without attribution. We may use your content to enforce the Terms, to improve Deburse, for marketing purposes, and for commercial and non-commercial projects. We may upload user content to other websites and grant rights in such content to our affiliates. We may retain archived copies of user content and not dispose of material that contains it.

6. Communicating with users on Deburse

Authorised users can text and call via the Deburse mobile app to discuss products and deal terms. Messages and calls are not allowed to be used for any other purpose.

In some ad types, we allow the use of a replacement phone number that forwards calls to the user's real number. We are entitled to define call forwarding settings, including the maximum number of calls to the replacement number in a given period from certain user groups. We will bear the costs associated with the call forwarding.

Messages and calls to users for purposes not covered by the Terms violate personal data law and cause loss to the Company.

We may record, analyse and store messages and calls made via the Deburse mobile app and to replacement numbers. Messages and calls on the app are not personal. We may selectively review correspondence and listen to call recordings to ensure compliance with the Deburse Terms of Use and to make Deburse better.

7. Deburse communication with users

We may send you system alerts that you cannot unsubscribe from: for example, to confirm your registration, to inform you about access restrictions on your profile or advertisements; service alerts related to your activities on Deburse: for example, to notify you when you receive a message from another user, or to deliver a personal selection of ads of interest; marketing alerts: tips from Deburse, invitations to join surveys, promotions and news from Deburse and our partners.

We may send you alerts in the notification centre in your profile, to the email address or phone number you have provided in your profile, to your device in the form of push notifications, and in messages on Deburse. In some cases, we may also contact you by phone (for example, to provide feedback and improve services).

8. Deleting a profile

You may remove your Deburse profile at any time by contacting Deburse Support. Your profile will be deleted on termination of the offer, if you entered into it. We will delete your Deburse profile if you never use it within three years.

For 30 days after your profile is deleted, you will not be able to use the phone number in your deleted profile for a new registration.

9. Protection of Intellectual Rights

Exclusive rights for the software required to use the Debounce, databases, graphical user interface (design) and other elements of the Debounce website, the trade name, trade marks/logos and other distinctive marks of the Company, including those used as a part of the domain name deboure.com, belong to Goncharov Mykola or the Company.

The Company owns the rights to the registered and unregistered databases, including but not limited to: the Debounce ad database (together, the "databases"). The databases include both advertisements that are publicly available on Debounce as well as advertisements that are not available for users to view at a particular time. As the producer of the databases, the Company incurs substantial financial, material, organisational and other costs in creating them.

We may automatically place Debounce logos/watermarks on the photos you upload to protect material in our databases from unauthorised copying.

10. Licence to use databases and software

We grant users a non-exclusive licence to use databases and software required to use Debounce for the purposes set out in the Terms.

The licence is granted from the moment you access the Debounce and remains in effect as long as you use the Debounce. Searching and browsing listings is available to all users regardless of registration and authorisation. You must be logged in to access other functionality of Debounce.

You may not use technical means to interact with the Service in a way that circumvents the normal use of databases and computer programs without the consent of the Company. Including the use of automated scripts to collect information on Debounce is also prohibited. It is prohibited to use databases and computer programs for purposes other than those specified in the Terms without the consent of the Company. This means that it is forbidden to extract material from databases and/or make further use of them in any form or by any means, regardless of their scope or agreement with third parties, unless directly related to the conclusion of a transaction in relation to the goods in the advertisement. For example, it is prohibited to use material from the Debounce databases to populate databases of third parties. You may also not use phone numbers from Debounce databases to call users of Debounce to offer services or goods.

11. User responsibilities

By using Debounce and interacting with the Company you undertake:

strictly comply with all legal requirements;

comply with the Debounce Terms of Use, Listing Rules, profile and review requirements and other Debounce rules and Company guidelines;

not to call Debounce users unless you are a potential buyer and not interested in completing the advert; and not to spam users;

not use profanity, images or expressions that may provoke violence, hatred or disrespect, contain threats or insults, justify illegal activities or are contrary to morality or business practice

not use the Debounce or information posted on the Debounce for any purpose not permitted by the Terms

not to download or use any malicious software on the Debounce;

not take actions that may interfere with the normal operation of the Debounce.

12. Violations and Consequences

We are committed to making Deburse a comfortable and secure tool, so we reserve the right to conduct random audits of users' compliance with the Deburse Terms of Use at any time and in our sole discretion. We may use automated methods to do this.

We may take action if we have reason to believe that violations of law, third party rights or the Terms have occurred or may occur through the use of your profile or your facilities. We may restrict access to your profile or any Deburse functionality, or reject or block your content. We may also restrict access to Deburse from certain IP addresses and telephone numbers.

We may restrict access to a profile if other users have complained about it, if there have been spamming, repeated or persistent breaches of the Terms of Use, if a user has broken into the profile, if the user has not provided documents or information requested by us, if the user has dissolved as a legal entity, if we detect fraudulent behaviour on Deburse or in other similar circumstances, or if the user has registered a new Deburse profile instead of a previously blocked profile.

We may restrict and restore access to a profile and impose conditions for such restoration, in our sole discretion, without explanation.

We will not be liable for any losses incurred by users due to actions taken to prevent and stop abuse on Deburse. We recommend that you keep a backup copy of your content on your device.

You may be liable for administrative, criminal or civil liabilities in connection with your use of Deburse for breach of law or the rights of any third party.

13. Closing Provisions

Sections 2, 3, 6 - 8 of the Terms apply to users registered on Deburse. All other provisions apply to all users of Deburse regardless of registration and authorisation. Any form of interaction with Deburse (including viewing information) confirms your agreement to the Terms. The Company's obligation to provide access to Deburse functionality is reciprocal to your obligation to comply with the Terms. Where there is no charge for use of the Deburse, consumer protection legislation does not apply to the relationship between the Company and users. The provision of certain Deburse functionality may be subject to special terms and conditions.

Deburse functionality may be changed, supplemented or discontinued at any time without prior notice to users. Use of Deburse is offered on an "as is" basis, that is, to the extent and to the extent that Deburse functionality is made available by the Company at the time you access it. We will not be liable for any temporary disruptions or interruptions to Deburse or any loss of information caused by them. We shall not be liable for any consequential, incidental, unintentional damage, including loss of profits or lost data, or damage to honour, dignity or goodwill arising out of the use of Deburse. Deburse may contain links to third party websites. We have no control over, and are not responsible for, the availability, content or legality of such third party websites.

UK law applies in resolving all disputes between the Company and users. All disputes shall be referred to the courts in accordance with territorial jurisdiction.

We update the Deburse Terms of Use as necessary. By continuing to use Deburse after we have changed these Terms of Use, you agree to be bound by the amended terms.

