

Paily

General terms
Paily AS

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GENERAL TERMS & CONDITIONS

These General Terms & Conditions (hereinafter referred to as the “**Terms**”) define the general rules for the use of the website with the URL <https://paily.it> (hereinafter referred to as the “**Website**”) provided by Paily AS, the company registered under the registration number 12426661 at Harju maakond, Tallinn, Kesklinna linnaosa, Maakri tn 19/1, 10145 Estonia (hereinafter referred to as the “**Paily**”).

The following terms and definitions shall apply to the Terms:

“**User**”, or “**Users**” means a person or a legal entity using the Website in accordance with the Terms. The term “User” also applies to representatives of Users who are natural persons in case the User is a legal entity;

“**Service**” or “**Services**” means the software development services proposed by Paily on the Website in accordance with the Terms to the Users and provided on the basis of the Agreement;

“**Agreement**” means the agreement concluded between Paily and User through which Paily provides the Services.

By continuing to browse or otherwise use the Website the User agrees with the Terms.

1 Description of the Website and the Services

1.1. The Website provides general information about Paily, information about Paily’s portfolio, the Services proposed, as well as other information at Paily’s discretion. Within Paily, the following Services are offered to the Users: Software development of mobile applications, websites, and web platforms; Web design (UX/UI); Marketing and promotion of IT products; Management of created IT products and other related services.

1.2. In order to request Paily’s services, the User may use a special form on the Website, indicating the type of service required, the planned budget and contact details.

1.3. The materials in the Website are provided “as is” and without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to the applicable law, Paily disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for particular purpose.

1.4. The provisions of this Website shall not be considered as an offer. Paily does not guarantee that it will perform the Services in respect of any order submitted to it by the User. The scope of Services, terms of Service (including fees and deadlines) shall be agreed upon individually depending on the complexity of the project, the workload of the Paily’s team and fixed in a legally binding Agreement.

Within the plan, Paily approves the hourly pay rates of all the team members, the approximate terms of the project, and the scope of the work. Alternatively, Paily can define the stages and the scope of the work and establish a fix price for each stage.

1.5. There are no geographic boundaries for Paily. Paily works with almost any jurisdiction where the services of IT specialists are required.

2 Copyright notice

2.1. This Website is stringently protected by copyright. The copyright terms and conditions must be strictly followed. This Website, the information and all the content on this Website should not be republished, reproduced, reposted, distributed, transmitted, copied, uploaded or used for any plagiaristic work without the prior and written consent of Paily, unless Paily allows for Users non- transferable, non-exclusive and limited permission to exhibit the pages on this Website, on Users computer for Users personal and non-commercial use of the information. None of the content on this Website may be mirrored on another website or on any other media. However, the Users cannot modify any of the content and the Users must abide by the copyright, propriety notices, conditions and trademark mentioned in this Website.

2.2. With regards to Terms, Paily permits a non-transferable and non-exclusive limited right to access and use the information on this Website. The Users concede not to cause or attempt to cause any kind of interruption to the functioning of this Website.

2.3. The Users shall not use the programming code of the Website in any way and for any purpose.

2.4. The Users shall not use any viruses or other malware that may cause harm to the Website.

2.5. The Users shall not use trademarks, trade names, logos, copyright works published on the Website.

2.6. The software, text, images, graphics, data, prices, trades, charts, graphs, video, and audio used on the Website belong to Paily. The trademarks and materials should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, whether manual or automated. The use of any such materials on any other website or networked computer environment for any other purpose is strictly prohibited; any such unauthorised use may violate copyright, trademark, and other applicable laws and could result in criminal or civil legal actions and penalties.

3 Indemnity and limitation of liability

Paily shall be held harmless and indemnified from any judgment, claim, expense, cost or any other loss in relation to your use of this Website. On no occasion will Paily be liable to any party for any special, exemplary, incidental, direct, indirect or consequential damages

of any type either related to or arising from this Website, from any use of this Website. This would include, without limitation, business disruptions, lost savings, profits, programs or any other type of data

4 Severability

If any term or provision in these Terms is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final and non-appealable, then, the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken here from in its entirety, and unless such term or provision is material to the performance of these Terms, the remainder of these Terms shall survive with the said offending provision eliminated.

5 Dispute resolution

5.1. These Terms, as well as their validity, interpretation, modification, and performance are governed by the law of the Republic of Estonia.

5.2. Any dispute, controversy or claim arising out of or in connection with these Terms shall be finally settled by the Arbitration Court of the Estonian Chamber of Commerce and Industry in accordance with its Rules of Arbitration Court. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration and the place of hearings shall be Tallinn, the Republic of Estonia. The language of the arbitral proceedings shall be English. This arbitral agreement shall be governed by the law of the Republic of Estonia, including the Code of Civil Procedure of the Republic of Estonia.

6 Date of enactment and updating of the Terms

6.1. These Terms are enacted on July 01, 2022.

6.2. Paily reserves the right to periodically update the Terms by posting the updated version of the Terms on the Website. It is up to Paily's discretion to amend any provision of the Terms. The updated version of the Terms comes into force from the moment of publication on the Website unless otherwise is explicitly provided in the updated version of the Terms.

6.3. The User undertakes to regularly monitor the section of the Website on which the Terms and Conditions are posted for updates.

The User can contact Paily by using the contact forms available via the Website, as well as by using the following contact information of Paily:

PAILY AS

Registration number of the company: 12426661

Email: info@paily.io

Address: The Republic of Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Maakri tn 19/1, 10145.