

ANYPAGE

Terms of Service

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These Terms of Service (hereinafter, referred to as the "Terms") for the website <http://anypage.com> (hereinafter, referred to as the "Website") constitutes a legal agreement between the user (hereinafter, referred to as "user", "you", "your") of the Website and Any Page OÜ, an Estonian company, having a registered office at 2nd Floor, Tornimäe 5, Tallinn, 10145, Estonia (hereinafter, referred to as the "Company", "us", "we", "our").

1. Services

1.1 The Company provides web development services through the Website (hereinafter, referred to as the “Services”). The Services include, but are not limited to, website development, PSD to HTML, email templates, digital banner ads, custom CMS, 3rd party CMS integration, website maintenance, parallax effect, SASS package, full semantic markup, IE 8-9-10 browser compatibility, and SEO friendly URL.

1.2 By using the Website and/or the Services, you agree to be legally bound by these Terms. In case you do not agree with one or more provisions of these Terms, please do not use the Website and the Services. You are authorized to use the Website and the Services only if you agree to these Terms.

1.3 In order to perform the Services properly, the Company may need information, such as text, video, images, and sound. By using the Services, you agree to provide the Company with such information. You represent to the Company and unconditionally guarantee that any materials furnished by you to the Company for inclusion in web content is (i) owned by you or (ii) you have the permission from the rightful owner to use the materials. You agree to hold harmless, protect, and defend the Company and its subcontractors from any claim or suit arising from the use of the materials furnished by you to the Company.

1.4 In order to be available on the Internet, the work product developed by the Company should be installed to a web hosting service. You agree that, if you would like to use a web hosting service, you need to conclude a separate contract with a provider of web hosting service. The Services do not include a web hosting service.

1.5 The Company is an independent contractor. The Company shall provide the Services under your direction, but the Company shall determine, in Company’s sole discretion, the manner and means by which the Services are accomplished.

1.6 Upon completion of the Services and expressly conditioned upon full payment of all fees due, the Company assigns to you any copyrights in and to any work products created by the Company for use by you.

1.7 If you would like to use the Services, you need to contact us and provide us with your work requirements. Afterwards, we will send you a quote in writing. The quote will outline the scope of the work. By accepting our quote, you conclude a sale contract in English between you and the Company on the basis of these Terms. The details of your specific contract will not be filed by us and, therefore, the specific contract will not be available to you. However, if you do require any information regarding your order please send an email to hello@anypage.com .

1.8 If you would like to correct any incorrect information provided by you to us, please send us an email at hello@anypage.com .

2. Company's Content

2.1 Some of the content published on the Website is owned by the Company (hereinafter, referred to as "Company's Content"). Company's Content includes, but is not limited to, images, source code, and text. We would like to inform you that Company's Content is protected by the intellectual property law of the Republic of Estonia and the applicable intellectual property laws. Unless otherwise provided in these Terms, you are not allowed to use Company's Content.

3. Newsletter

3.1 If you prefer, you can subscribe for our newsletter. You can do so by using "Sign up for newsletter" functionality which is available on the Website.

3.2 You can unsubscribe from our newsletter by using the unsubscribe link included in any newsletter submitted by the Company to you.

4. Technical support

4.1 Upon completion of the Services and expressly conditioned upon full payment of all fees due, you are allowed to use free technical support for a time period of six months commencing on the date of the completion of the Services for which support is requested.

4.2 The technical support provided by us include fixing problems with our code or with any other element of our work.

4.3 You can send your support queries to hello@anypage.com .

4.4 Please note that, at present, we do not provide telephone support.

5. A license to use the Website

5.1 We grant you a personal, revocable, nonexclusive, nontransferable, limited license to use the Website pursuant to these Terms.

6. License restrictions

6.1 Unless otherwise stated in these Terms, you are not allowed to: (i) distribute Company's Content; (ii) copy Company's Content; (iii) disassemble, make alterations, decompile, reverse engineer, translate, adapt Company's Content; (iv) distribute, rent, loan, use, lease or attempt to grant other rights to Company's Content to third parties.

7. Ownership

7.1 All Company's Content, including trademarks, service marks and trade names of the Company, is intellectual property of the Company, its partners, agents, licensors, vendors, and/or other content providers.

8. Your warranty to the Company

8.1 You represent and warrant that: (i) you will not use the Website and the Services in a way that violates any applicable law; (ii) you will use the Website and the Services only in accordance with these Terms;

8.2 By using the Website and/or the Services, you warrant that you are at least 18 years of age. If you are under 18 years of age, you are not allowed to use the Website and the Services.

9. Privacy

9.1 By using the Website and/or the Services, you hereby agree and acknowledge that the Company may collect and process your personal information. If you would like to know more about how we collect and process your personal information, please visit our Privacy Policy available on <http://anypage.com/privacy-policy/> .

10. Confidentiality

10.1 By using the Services, you agree to hold Company's Proprietary or Confidential Information in strict confidence. By agreeing to provide you with the Services, the Company agrees to hold your Proprietary or Confidential Information in strict confidence.

10.2 "Proprietary or Confidential Information" shall include, but is not limited to, records, trade secrets, business policies, reports, computer retained information, notes, financial information, business methods, reports, and memoranda.

10.3 The following information shall not be Proprietary or Confidential Information: (i) information which is or becomes publicly available by any means other than a breach of the obligations of the receiving party; (ii) information which was previously known to the receiving party or lawfully received by the receiving party; (iii) information which was independently developed by the receiving party; (iv) information which is subject to disclosure under a legal process.

10.4 By using the Services, you agree not to make Company's Proprietary or Confidential Information available in any form to any third party or to use Company's Proprietary or Confidential Information for any purpose other than the successful completion of the Services.

10.5 By agreeing to provide you with the Services, the Company agrees not to make your Proprietary or Confidential Information available in any form to any third party or to use your Proprietary or Confidential Information for any purpose other than the successful completion of the Services.

11. Availability

11.1. We put reasonable efforts to ensure that the Website is always available. Nevertheless, we cannot guarantee that the Website would be always available because the availability of the Website may be affected by factors which we cannot control, e.g., bandwidth problems, equipment failure, or acts of God. We do not accept any responsibility for the unavailability of the Website caused by such factors.

12. Links

12.1 The Website may contain links to websites owned by third parties. We are not responsible for the content of websites owned by third parties.

13. Disclaimer of warranties

13.1 TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, WE PROVIDE THE WEBSITE AND THE SERVICES ON "AS AVAILABLE", "AS IS", AND "WITH ALL FAULTS" BASIS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE RELIABILITY, SUITABILITY, AND ACCURACY, FOR ANY PURPOSE, OF THE WEBSITE AND THE SERVICES. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, WE HEREBY DISCLAIM ALL WARRANTIES REGARDING THE WEBSITE AND THE SERVICES.

14. Limitation of liability

14.1 UNLESS OTHERWISE STATED IN THE APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER RELATED DAMAGES ARISING OUT OR IN CONNECTION WITH THE WEBSITE AND THE SERVICES.

15. Termination

15.1 Your rights under these Terms will be automatically terminated if you do not comply with any provision of these Terms.

15.2 After the termination of these Terms, all legal rights granted to you pursuant to these Terms will terminate. Upon termination, you shall stop using the Website and the Services.

16. Governing Law

16.1 The Terms shall be governed by the laws of the Republic of Estonia.

16.2 All disputes arising out of or in connection with these Terms shall be resolved by the courts in the Republic of Estonia.

17. Amendment of these Terms

17.1 We reserve the right to amend or modify these Terms from time to time by publishing the amended version of the Terms on the Website. The amended version will become effective on the day of publication. The Services are subject to the Terms applicable at the time the service contract was entered.

18. Last amendment

18.1 These Terms have been last amended on 3rd of January 2016.