Terms of Use

Last Updated on 19th August 2024

These Terms of Use and the Privacy Policy constitute a legally binding agreement ("Agreement") between ("you", "your" or "Client") and Risovel Limited ("Risovel", "we", "us") regarding our website, services and offerings. Unless otherwise indicated, this website and its contents, including all trademarks, service marks and logos, are the property of Risovel or used by permission.

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE REPRESENT A BINDING CONTRACT. BY USING THIS WEBSITE, YOU AGREE TO ALL TERMS AND CONDITIONS OF THESE TERMS OF USE.

THIS AGREEMENT AND ANY POLICY OR GUIDELINE OF THE SERVICE MAY BE MODIFIED BY US IN OUR SOLE DISCRETION AND APPLICABLE LAW AT ANY TIME. ALL AMENDMENTS SHALL BE IN FORCE FOLLOWING THE DATE OF PUBLICATION ON THE SITE WWW. RISOVEL.COM. IT IS YOUR RESPONSIBILITY TO CHECK OUR SITE PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF OR ACCESS TO OUR SITE FOLLOWING THE POSTING OF ANY CHANGES TO THESE TERMS CONSTITUTES ACCEPTANCE OF THOSE CHANGES.

If you do not agree to be bound by any of these Terms of Use, do not use this website. By accessing this website, you agree to the following terms and conditions, which govern this website:

1. Scope. Risovel develops mobile applications for the Client under a domain of the Client or install them on individual computers, computer networks or in the cloud infrastructure of the Client.

2. Title. Title in the service deliverables which are assigned shall pass to the Client on payment of the Risovels fees.

3. Time Allocations. While Risovel will do its best to submit all deliveries within the estimated time, there may be the need to extend or adjust time in cases of any unavoidable and non-forecasted situations like deployment issues, dependencies, 3rd-Party support, development bottle-necks, resource unavailability due to emergency, communication delays, etc.

4. Payment. Risovel accepts payments by cheque, Cash or Bank Transfers (although we reserve the right to decline payment in any of these forms without notice). Without limitation, Risovel reserves the right to withdraw any payment methods at any time and to vary its prices without prior notice. A cancellation fee may be charged if the Client cancels the service prior to completion. The fee will be equal to the amount of work completed at the point of cancellation. A non-payment of cancellation fee and/or over-due amount will result in legal action upon necessity.

5. Refunds. We handle every project in a professional manner to ensure that the Client is delivered what was mentioned as per the terms and conditions of the proposal. However, if the Client has gone through the dispute resolution process as described in para. 12, refund claims will be considered as per the following schedule which clearly lists the services and our Terms of Use related to each service.

We will offer a full refund if, for some reason, the project has not been initiated. An agreement is drafted for every application programming project. In case no agreement has been devised and/or there is no mention of a Terms of Use, we will apply the following delivery policy:

Risovel will issue a partial refund upon the discretion of the service provider if the project does not get finalized as mentioned in the delivery policy and agreement. The proportion of the project completed will be calculated by Risovel and the proportion that is not complete will be treated as per the pre-defined scope of the project.

Risovel offers a full refund if there is a delay in starting the project by either the programmer / designer / content writer / SEO expert (or any other resource / staff).

We will offer a proportionate refund if the Client cancels the project at any point in time. We offer no refund for days worked. If the client is not satisfied with the work at any point in time, they must immediately notify us and ask for discounts for any work not carried out. We will not accept any such negotiation at a later date.

Risovel will process the refunds and mail the same within 5 (five) business days of the cancellation date. The same method of payment will be required as the original (refund by check or refund to credit card).

6. Content of the Site. This website and the material on this website may not be modified, copied, distributed, republished, downloaded, uploaded or commercially exploited in any manner without the prior written consent of Risovel, except that you are permitted to print or download on a single computer a copy of any of the materials on this website for personal non-commercial use, provided no copyright, trademark or other proprietary notices are removed. No intellectual property or other rights in or to this website or its contents are transferred to you.

The photographs, artwork and information contained in this site are copyrighted and may not be distributed, modified, reused, reposted, or otherwise used outside the scope of normal web browsing without the express written permission of Risovel.

You may use information on our products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by Risovel for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

7. Features. Certain features of the website may be subject to a separate written agreement with Risovel or a third-party. You agree that that your use of such features will be in accordance with such written agreement to the extent it differs from these Terms of Use.

8. Personal Information. You may be required to provide personally identifiable information to use and/or access certain portions of the website. You agree that any information that you provide to Risovel will be accurate and that you will make reasonable efforts to keep that information up to date. Please review Risovel's Privacy Policy.

9. Third-party links. The website may contain links to third-party websites. These third-party websites may be affiliated with Risovel or unaffiliated. Risovel is not responsible for, and you agree that Risovel will have no liability to you for, the availability, content or performance of any portion of the Internet including other websites to which the Risovel website may be linked or from which a Risovel's website may be accessed. Risovel does not regularly review materials

on websites linked to this website and does not necessarily endorse the materials appearing on any linked websites.

10. Indemnifications You agree to indemnify and hold harmless Risovel, its affiliates, subsidiaries, licensors and assigns, and their respective officers, members, directors, agents and employees from and against any claims, suits, losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or in any way related to your use of the website or any materials downloaded, obtained, used or otherwise accessed or acquired through the website: (i) in breach of these Terms of Use or in violation of any law or regulation; (ii) that attempt, commit or result in any actual or alleged infringement, misappropriation or violation of any third party's rights; and/or (iii) in breach of any agreement between you and any third party.

Risovel reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without the prior written consent of Risovel. This indemnification section will survive any termination or expiration of these Terms of Use.

11. Limitation of Liability. To the fullest extent permitted by applicable laws, in no event shall Risovel be liable for any damages of any kind or character, including without limitation any compensatory, incidental, direct, indirect, special, punitive, or consequential damages, loss of use, loss of data, loss caused by virus, COMMUNICATIONS FAILURES, TAMPERING, HACKING, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character ARISING FROM OR IN ANY WAY RELATED TO THE USE OF THIS WEBSITE OR ANY MATERIAL OR SITES LINKED TO BY THIS WEBSITE, EVEN IF RISOVEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO ANY WEBSITE OR ANY RELATED INFORMATION OR PROGRAMS. NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS OF USE, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE RELEASED PARTIES, OR ANY OF THEM, BE LIABLE TO YOU FOR ANY REASON OR ANY CAUSE OF ACTION WHATSOEVER IN AN AMOUNT GREATER THAN TEN UNITED STATES DOLLARS ($10.00). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR HAVE LEGISLATION WHICH RESTRICTS THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12. Dispute Resolution. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Republic of Cyprus without regard to any conflict of laws principles or rules; all matters concerned with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the Republic of Cyprus notwithstanding the actual state or country of residence or incorporation of the Client. The courts of the Republic of Cyprus shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement and the performance thereof. Without prejudice to the generality of the foregoing, the Parties have agreed that any disputes over this Agreement hereto may also be resolved under the mediation procedure at Risovel's option.

13. Changes. Risovel reserves the right in its sole discretion to modify, alter or otherwise change these Terms of Use and you agree to be bound by such modifications, alterations or changes. Risovel will post any changes here, and any changes will become effective immediately upon being posted unless otherwise indicated in the posted Terms of Use. Your continued use of the website after the posting of any change in the Terms of Use shall constitute your acceptance to be bound by any such changes. You also agree that the form and

nature of Risovel's website may change from time to time without prior notice to you including, without limitation, certain features or functionality no longer being available.

14. Termination. If at any time you breach the Terms of Use, we may elect to suspend, terminate and/or cancel this Agreement and/or recover any damages from you arising from the event(s) giving rise to the suspension, termination or cancellation. We reserve the right to suspend your service at any stage for any reason we may deem necessary to continue to provide any of our services in a way that may be hindered by your status as being our Client or your financial status. Upon any such termination, cancellation and/or suspension, you are still responsible for any obligations then accrued. Payment and other obligations under this Agreement are not suspended, stayed, or otherwise affected by a suspension of access to / or use of the service (in whole or in part) where said suspension arises from your failure to comply with, or violation of, the terms of this Agreement or of any law or legal obligation. Upon termination and/or cancellation, for any reason, you agree to immediately cease using the service and we shall have no obligation to you after any termination or cancellation of this Agreement.

15. Contact. If you have any questions or concerns regarding these Terms of Use, please contact us at ceo@risovel.com. RISOVEL LIMITED, 705, Spyrou Araouzou & Koumantarias, Fayza House, 5th floor, office No.: 2, 3036, Limassol, Cyprus, or by phone to +3 572-205-27-54