

Listva Service Agreement

This Service Agreement, hereby known as the “Agreement” entered into on the date of user's registration, hereby known as the “Effective Date” by and between: Listva LLC, hereby known as the “Supplier,” and registered user hereby known as the “Customer”.

Both Supplier and Customer together are collectively hereby known as “Party” or “Parties.”

WHEREAS, the Supplier has developed specific software and web applications and sites that it makes available for customers to use over the Internet;

WHEREAS, the Customer wants to use the Supplier’s applications and sites in operations; and

WHEREAS, the Supplier agrees to provide said applications to the Customer who agrees to use and pay for Supplier’s services, which are subject to the following terms and conditions:

Definitions

Services

Subscription services provided by the Supplier to the Customer under this Agreement from the website <https://listva.eu>, hereby known as the “Website”.

Documentation

Describes documents made available by Supplier to the Customer at the website <https://listva.eu> documentation. The description at said URL sets out the total Services offered by the Supplier and instructions for how to use said Services.

Support Services Policy

Includes the support provided by the Supplier in relation to the Services made available at Website.

Authorized Users

Users that are authorized by the Customer, like independent contractors, agents, or employees, to use the Services and Documentation.

User Subscriptions

The subscription purchased by Customer under this Agreement gives them and their Authorized Users access to the Services and Documentation.

Customer Data

Data inputted by the Customer, Supplier, or Authorized Users. The Supplier may input Customer Data on behalf of the Customer for the purpose of using the Services or to facilitate the Customer’s use of said Services.

Normal Business Hours

For the purpose of this Agreement, “Normal Business Hours” means (time business opens) to (time business closes) local (time zone) time, (day of the week your business opens, aka Monday) through (day of the week your business closes, aka Friday) except holidays (if applicable). If the Supplier works on weekends, these hours do not count as “Normal Business Hours” for the purpose of this Agreement.

Software

The online software applications provided to the Customer by the Supplier as part of its Services.

Virus

Anything (including software, file, code, or program) that could affect, impair, or prevent portions of the operations of Services or Documentation.

User subscriptions terms

The Supplier grants to the Customer a non-transferable, non-exclusive right to permit the Authorized Users to use the Services and Documentation during the Subscription Terms solely for internal business operations and for no other purpose.

In regards to the Customer's Authorized Users, the Customer agrees to:

1. Not exceed the maximum amount of Authorized Users based on the number of User Subscriptions purchased;
2. Not use more than one Authorized User per User Subscription;
3. Not transmit or distribute any Viruses, or anything that could be considered harmful, threatening, offensive, harassing, obscene, illegal, sexually explicit, violent, discriminatory, or a direct encouragement to hurt a person or a person's property.

Due to this clause, the Supplier reserves the right to remove and/or disable the Customer's access to any material if the Customer willingly breaks or desires to break said clause.

Additional user subscriptions terms

During the Subscription Term, the Customer may purchase additional User Subscriptions in excess as indicated in "Fees and service term." To do so, the Customer must:

1. Request the additional amount of User Subscriptions in writing to the Supplier.
2. If the Supplier agrees, the Customer must pay the additional User Subscriptions based on the amount outlined in "Fees and service term."

Fees and service term

As a part of this Agreement, the fees and service term on the Effective Date are as follows:

Subscription fees

The subscription fee depends on the number of authorized users connected to the Workspace:

- less than 15 users - free;
- from 100 to 500 users - 4 euros per month for 1 user;
- from 500 to 2500 users - 6 euros per month for 1 user;
- more than 2500 users - 8 euros per month for 1 user.

Additional user subscription fees

New Customers get access to a 15-user workspace for free.

If Customer intends to increase the number of users in the workspace, Customer needs to send a corresponding request to sales@listva.eu. After processing the application, the administrator will agree with the Client on the terms and issue a new invoice, after payment of which the Adding of new Users will become available.

Subscription term

The initial subscription term expires on the last calendar day of the month in which the Service is provided to the Customer.

If access to the Service is provided to the Customer no later than the 15th day of the month, the subscription fee for the first month is paid in full in accordance with the "Subscription fees". When providing the Customer with access to the Service on or after the 15th, the Customer pays 50% of the "Subscription fees" for the first month.

Customer data

The Customer affirms to the Supplier that the Customer Data will not violate the intellectual property rights or any other legal rights and will not break the provisions of any law, regulation, or statute in any jurisdiction under applicable laws.

The Customer agrees to create a backup copy of data daily, sufficient enough to be restored should it need be. The Supplier is not responsible for any lost data the Customer incurs due to misuse, nor are they responsible for lost data incurred from a blackout or Virus.

The Supplier does not verify the data provided by the Customer and is not responsible for their unreliability.

Support services

The Supplier shall make available a help desk to the Customer during Normal Business Hours. The Supplier agrees to provide Support Services with equitable skill and care.

The Customer may use the help desk to request or receive Support Services, and the Supplier shall respond promptly. The Supplier may suspend Support Services if any amount due to be paid by the Customer to the Supplier is late by at least (days) days.

Charges and Payments

The Supplier shall provide invoices for the Charges to the Customer from time to time during the term. The Customer is required to pay the said Payments or Charges to the Supplier within 3 days after issuing the invoice. The Customer must pay the fees by bank transfer to the details specified in the invoice.

If the Customer does not pay any amount of the Charge due to the Supplier under this Agreement, the Supplier may charge interest at the rate of 1,5 % per month until the Customer pays off their debts.

Limitation of Liability

Nothing in this Agreement will:

1. limit any liability for personal injury or death resulting from negligence;
2. put parties liable for any loss of business, contracts, or opportunities;
3. limit any liability for fraudulent misrepresentation;
4. put parties responsible for any loss of savings or profits;
5. limit any liabilities not allowed under related laws; or
6. prohibit any liabilities that may not be excluded under applicable law.

Proprietary Rights

No term in this Agreement allows the transfer or assignment of any intellectual property rights from the Supplier to the Customer or from the Customer to the Supplier. The Supplier owns 100% of the Services and Documentation included in this Agreement.

Terms and Termination

Either Party can terminate this Agreement by giving the other Party at least (days) days of written notice. If any Party breaches the contract terms, any Party can terminate the Agreement immediately. If either Party is dissolved, ceases conduct of all of its business, is unable to pay its debts, or becomes insolvent, the Agreement will be terminated.

General Terms

Subject to the terms and conditions of the Agreement, Listva hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license for Authorized Users to access and use the Service in connection with Customer's internal business purposes.

No waiver

A breach in said Agreement shall not be waived except with the written consent of the Party not responsible for the violation.

Severability

If any provisions of this Agreement are determined to be unlawful or enforceable by any court or competent authority, all other provisions in this Agreement will continue in effect.

Entire agreement

This Agreement includes the entire agreement between the Supplier and the Customer and replaces all past Agreements, understandings, and representations of the Parties, whether written or oral.

Governing law

This Agreement shall be governed by and constructed in accordance with the Republic of Kazakhstan. The parties agree that the courts of the Republic of Kazakhstan have exclusive jurisdiction to settle any claim or dispute that arises out of this Agreement.