

# Voidfulness Service Contract

## 1. Object of the Contract

1.1. This service contract (hereinafter the "**Service Contract**") is between Voidfulness OÜ, a company incorporated and existing under the laws of the Republic of Estonia, with commercial registry code 16824105, VAT number EE102659207 and address Sepapaja tn 6, 15551 Tallinn, Estonia (hereinafter "**Voidfulness**") and the individual or company contracting the services of Voidfulness (hereinafter the "**Customer**" or "**You**"), who are hereinafter referred to as Party or together Parties.

1.2. Under this Contract, Voidfulness undertakes to provide the agreed upon services (hereinafter referred to as the "Service ") to the Customer.

1.3. The Customer undertakes to pay the corresponding fees to Voidfulness for the services provided in accordance with the terms of this Contract and the proposal (if applicable).

## 2. Customer Categorization

2.1. If you are a natural person ordering the Service and using of the Service does not relate to your economic or professional activities, and you reside in the European Union, then you are deemed to be a "*Consumer*" in the context of this Contract.

2.2. If you are considered a *Consumer*, then the following provisions will apply to you (and shall have priority over any other clauses on this Contract):

- a) You might request to receive a paper copy of this contract or any invoices.
- b) This Contract will be governed by the laws of the country where the Consumer resides, and the local courts of such jurisdiction shall be competent for resolving any legal disputes arising from this contract (unless the consumer voluntarily chooses Estonia's Harju County Court).
- c) You are entitled to turn to any other competent office established for the purpose of resolving consumer disputes (including the European Online Dispute Resolution platform, which may be used for out-of-court settlement of disputes: <http://ec.europa.eu/odr/>).
- d) Depending on the nature of the Service, the consumer might have a statutory right of a 14-day withdrawal period. Unless expressly stipulated, the Customer agrees that the provision of the services might start immediately, even if that constitutes a waiver of such withdrawal right. Shall you wish to exercise your right of withdrawal, please contact Voidfulness through the established notices communication channels and explicitly state your wish to exercise such right. The right of withdrawal shall not apply in respect of the exceptions set out in article 16 of Directive 2011/83/EU.
- e) All prices will be VAT-inclusive, unless stated otherwise.

2.3. For the avoidance of doubt any rights and obligations expressly stipulated for consumers, might only apply to you only if you are a natural person and not acting in the economic or professional activities. You may never rely on the consumer provisions if you are ordering the Service as legal person or also as a natural person, who is acting in the economic or professional activities.

## 3. Representations and warranties

3.1. Each Party respectively represents and warrants to the other Party that:

3.1.1. the Party has full legal right, power, authority and competence to enter into, execute and deliver this Contract and have taken all necessary steps and actions, as appropriate and necessary to authorize or permit the execution, delivery and performance of this Contract and the transactions contemplated hereby;

3.1.2. the person signing the Contract on behalf of each Party is authorized to sign this Contract on behalf of the Party;

3.1.3. no voluntary or compulsory liquidation proceedings or insolvency or bankruptcy proceedings have been initiated, threatened or warned on it.

## 4. Customer cooperation

4.1. Customer is obligated:

4.1.1. at all times during the term of this Contract, to provide sufficient guidance, clarifications, and instructions regarding the provision of Service;

4.1.2. to inform Voidfulness about any circumstances that could either directly or indirectly promote or impair performance of the Contract;

4.1.3. to pay the applicable fees to Voidfulness in accordance with this Contract and the agreed payment terms.

## 5. Service requirements

To use many of the Services, you'll need an internet connection and/or data/cellular plan. You might also need additional equipment, like a headset, camera or microphone. You are responsible for providing all connections, plans, and equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans, and equipment. Those fees are in addition to any fees you pay us for the Services and we will not reimburse you for such fees. Check with your provider(s) to determine if there are any such fees that may apply to you.

## 6. Custom quotes and proposals

Any custom quotes or proposals shall only be valid for 30 days since they were issued.

## 7. Payment methods

We accept payments through SEPA credit transfer. In particular scenarios, we might decide to offer alternative payment methods to our clients through third-party solutions, such as PayPal or Stripe.

## 8. Non-payment

8.1. In case any invoice is overdue, you shall pay a default interest of 0.1% (+ 50 EUR in recovery costs) of the outstanding sum of the Invoice in question per each day delayed, unless you are an EU Consumer, in which case default interest of 0,066% of the outstanding sum of the Invoice in question per each day delayed will be applied you. You are also obliged to cover all additional costs (incl. legal assistance expenses) incurred by Voidfulness or third parties related to the collection of the overdue amounts. In addition, Voidfulness has the right to suspend the provision of the Service during the period you are in delay with any payment according to the Service Contract up to the receipt of the payment.

8.2. In case of any chargebacks made through the payment methods used by the customer, such amount shall be considered overdue immediately.

## 9. Data protection

You agree that our [privacy policy](#) will apply to processing of your personal details.

## 10. Disclaimer

10.1. The liability of Voidfulness under the Service Contract will be limited to the maximum extent permitted by law. Voidfulness is not liable for the loss of profit, indirect loss and non-patrimonial damage, incl. any indirect or consequential damages. The total liability of Voidfulness for any kind of damages under the Service Contract is in any case limited to 20% of the gross payment amount to Voidfulness within the billing period during which the damage in question has occurred, but not more than 1000 EUR.

10.2. The limitation is not applied in case of deliberate or gross negligent breaches of the Service Contract by Voidfulness. For avoidance of doubt, this limit applies also to the possible breach of Intellectual Property obligations by Voidfulness.

10.3. Unless you are an EU Consumer, the limitation period for submitting and enforcement of any claims against Voidfulness (the limitation period) is 6 months, which must be calculated from the time of breach.

10.4. Voidfulness is not liable for the actions of any third party or for the negative consequences resulting from the absence of necessary clarifications, or the incorrectness of information/documents received from you.

## 11. Indemnification

You agree to indemnify Voidfulness and any persons related to it against relative costs, claims and other expenses incurred as a result of the breach of the Service Contract, or any provisions of the applicable laws by or for or on your behalf.

## 12. Force majeure

Non-performance or improper performance of contractual obligations shall not be considered a breach of this Contract if it was caused by circumstances beyond the control of the Parties, could not and should not have been foreseen or prevented (hereinafter the "**Force Majeure**"). These circumstances must be verifiable and, notwithstanding the foregoing unforeseen circumstances, the Parties are required to take measures to mitigate the potential damage. If the impediment is temporary, the breach of obligation is excusable only for the time when the obligation was obstructed. A Party whose activities in the performance of its contractual obligations are prevented by unforeseeable circumstances shall immediately notify the other Party of that and of the means applied to minimize the consequences.

## 13. Notices

13.1. All notices between the Parties (incl. notice or other communication) in connection with this Contract shall be communicated to the other Party, in writing by email.

13.2. The Party undertakes to ensure, at all times, that the contact email address notified to the other Party is valid and in working order. The Parties have agreed that any notice sent to the other Party's email address, shall be deemed to be received by the other Party on the next business day after sending such notice, unless the Party confirms receiving the notice in writing earlier.

## 14. Updates to this contract

This Contract might be updated only under the following circumstances:

- a) Customer signs a new agreement
- b) Customer is notified by Voidfulness of the new updated terms at least 30 days before they enter into force
- c) Voidfulness updates the Service Contract, by mere publication of the new version on its websites, when such changes are:
  - a. Necessary to comply with applicable law or regulations
  - b. Necessary to reflect new services or features of existing services
  - c. Made in benefit of the customer (such as reducing its responsibilities or increasing its rights)

## 15. Term and termination

### 15.1. *Cancellation of recurring services*

If any Party wishes to cancel automated renewal of a recurring service, such Party shall notify the other Party at least 30 days prior to the renewal.

### 15.2. *Termination of the service contract*

15.2.1. The Service Contract is entered into for an unspecified term.

15.2.2 The Service Contract can be terminated by either Party at any time by providing at least 60 days prior written notice to the other Party, explicitly stating the request to terminate this service contract.

15.2.3. Any of the Parties may terminate the Service Contract extraordinarily if the other Party has materially violated the Service Contract and has not remedied the violation within 10 days after being notified of that by the other Party.

15.2.4. Additionally, Voidfulness shall be entitled to immediately terminate the Service Contract extraordinarily (without bearing any responsibility towards you that may arise related to such termination) at any time in the following cases:

- in case of significant deterioration or danger of a significant deterioration of your financial situation which can affect your ability to fulfil the Service Contract,
- in the case of initiation, threatening or warning of your liquidation, insolvency or bankruptcy proceedings
- due to requirements and restrictions of the applicable laws,
- due to any other circumstances which forbid or restrict the activity of Voidfulness
- in other cases explicitly specified in the Service Contract

### 15.3. *Survival*

All obligations in the Service Contract which by its nature are intended to survive the termination of the Contract, shall continue to apply to the Customer and Voidfulness.

## 16. Governing law

Unless otherwise stated in this contract or the applicable law, this Contract is governed by the laws of the Republic of Estonia.

## 17. Dispute resolution

**17. 1. If you are considered a *Consumer*, you are permanently located outside the European Union or the dispute is in regards to Intellectual Property rights, then:** any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or validity thereof will be settled by Harju County Court in the Republic of Estonia as the court of first instance.

17. 2. For any other dispute, controversy or claim arising out of or in connection with this Contract shall be finally settled by the [Arbitration Court of the Estonian Chamber of Commerce and Industry](#) (ECCI) in accordance with its rules. The arbitral tribunal shall be composed of a sole arbitrator and the language of the arbitral proceedings shall be in English, being Spanish a reasonable alternative if it is understood by both parties, they agree upon it and the arbitrator accepts it.

## 18. Miscellaneous

18.1. If any provision of this Contract or the application of any provision to any person or to any circumstance is determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Contract or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect.

18.2. The Customer may not assign the rights and duties under this Contract to third parties without the prior written consent of Voidfulness.

18.3. This Contract is the entire agreement between the Parties and supersedes all prior representations, negotiations, writings, memoranda, and agreements with respect to the subject matter hereof. No modification, representation or warranty, variation, or amendment shall be of any force or effect unless it is in writing and signed by all Parties.