



# Terms of Service

December 16th, 2014 - rev 8.

These are our Terms of Service ("Terms"). Make sure you read these Terms carefully before subscribing to Papyrs. By using Papyrs you agree to become bound by these Terms. If you do not agree to all Terms, you may not use Papyrs.

## General

1. Papyrs is a product by Stunf. Stunf is a Dutch company and acts according to Dutch law.
2. We reserve the right to add, change or remove functionality of Papyrs at any time. Any changes, additions and new functionality shall be subject to these Terms.
3. All information you provide to subscribe to Papyrs must be complete and valid.
4. You may not use Papyrs for any illegal purposes, or violate any local or Dutch laws with Papyrs.

## Account

1. An account must be created by a human (i.e. using automated methods is not allowed).
2. You may create multiple accounts if needed.
3. Automated access to your own account is allowed within reason. We reserve the right to (temporarily) block offending accounts if automated access disrupts the service for other users.
4. You are responsible for maintaining the security of your account and your password(s).
5. You are responsible for all activities that occur under your account.
6. You are responsible for any material posted to your account.
7. By making a page "Public", you grant Stunf the right to use the public page and its content in promotional materials for Papyrs.
8. We reserve the right to remove any "Public" page (including, but not limited to, pages containing material that is illegal, offensive (as deemed by the Stunf staff) or infringes on rights of any third party).

9. After the free trial period a subscription is needed in order to continue using Papyrs.
10. After the free trial period a valid user license is needed for every person using Papyrs in your user account.

## **Subscriptions, Cancellations, Upgrading/Downgrading and Termination**

1. You may cancel a subscription of yours at any time by closing the corresponding Papyrs account via the Papyrs Account Settings page.
2. When you cancel a subscription existing unpaid invoices will be voided.
3. Closing an account is permanent. It cannot be undone.
4. You may upgrade or downgrade your subscription at any time at no extra cost.
5. Upgrades and downgrades of subscriptions may take several days to process.
6. We reserve the right to suspend and delete accounts in case of non-payment.
7. Prices of all services are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Papyrs site.
8. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Papyrs service.
9. We reserve the right to close your account and cancel your subscription if you violate any of these Terms.

## **Payments and Refunds**

1. We automatically charge your credit card at the start of a new billing cycle of your active subscription.
2. We work together with a PCI Compliant 3rd party payment provider and we do not store or process your credit card information ourselves.
3. If you are based in the European Union ("EU") you will be charged in Euros.
4. If you are based outside of the EU you will not be charged VAT.
5. If you are based in the EU, but do not provide a valid VAT ID, additional VAT charges may apply.
6. We reserve the right to subtract transaction fees from refunds.
7. Refund requests are always honored if requested within 30 days of the first invoice payment.
8. Refund requests requested after 30 days of the first invoice payment are dealt with on a case by case basis.
9. Refunds may take several days to process, depending on third party payment operators.

## **Data & Privacy**

1. We will treat all information entered into Papyrs as confidential.
2. You understand and agree that the above point does not apply to pages you make "Public", which can be viewed and shared by anyone.
3. We will delete user data from our servers on request. User data may still be present in server backups, however.
4. We reserve the right to contact users via email about (amongst other things) changes in our policies and for reminders about subscriptions and invoices.
5. We will not send unsolicited (spam) email. When we send out newsletters, an option to unsubscribe is always given.
6. You understand and agree that we use third party vendors to provide the necessary technology and services to run Papyrs (including, but not limited to, services such as server hosting and payment processing).
7. We reserve no rights over the data and intellectual property on your account. We own the service, not your data.

Also see our [Security Policy](#).

## **Support**

1. Papyrs support can be reached via email: [team@papyrs.com](mailto:team@papyrs.com)
2. Papyrs support can also be reached via the "Feedback" dialog in the application.
3. We strive to get back to all inquiries within 12 hours.

## **Disclaimer of Warranties, Limitation of Liability**

1. We'd like to promise Papyrs will always be here and function perfectly, but we are dependent on 3rd parties for (parts of) our hardware, software, and infrastructure required to run the Papyrs service. We cannot and do not make any guarantees with respect to the availability of Papyrs. Nor do we or our suppliers and licensors make any warranty that Papyrs will be error free or that access thereto will be continuous or uninterrupted. We hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, and fitness for a particular purpose.
2. You agree to use Papyrs at your own risk. In no event will Stunf, or its suppliers or licensors, be liable with respect to any subject matter of these Terms under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Stunf under these Terms during the twelve (12) month period prior to the cause of action. Stunf shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

We reserve the right to update and change these Terms of Service without notice. You can view the latest version of the Terms of Service at <https://accounts.papyrs.com/accounts/tos/>.

If you have any questions, please email **[team@stunf.com](mailto:team@stunf.com)**.