

**By using sellti.me you automatically agree to these  
T&Cs, Privacy Policy and EULA**

**End-User License Agreement (EULA), V1 / January 2022**

This End-User License Agreement (EULA) is a legal agreement between user and Selltime Ltd. It governs user's acquisition and use of selltime Software.

Read this EULA agreement and Terms & Conditions (T&C) carefully before downloading/purchasing, installing or otherwise using the Selltime Software. By using the Selltime Software in any way, user is confirming the acceptance of the Software and agreeing to become bound by the terms of this EULA agreement and T&C. This EULA agreement is effective from the date user first uses the Software in any way and shall continue until terminated.

EULA does not apply to any open source components that the Selltime software makes use of, referring only to proprietary components developed by Selltime Ltd.

**Definitions**

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- Agreement - a contract between the parties incorporating this document, and any amendments to that contract from time to time
  - Content - text, graphics, animations, user and visual interfaces, images, trademarks, logos, music, videos, design, artwork and computer code.
  - Selltime - irrespective of the version nomenclature, the base product name.
  - Software - Selltime software including any content incorporated into the Software and any "online" or electronic documentation collectively.
  - System - Computer (ex. home computer or a workstation) on which Software will be installed.
  - Use - downloading, installation, copying, storing, executing, loading, searching, displaying or otherwise using the Software.
  - User - individual or legal entity using Software, services or site.
  - Account - user profile created/registered for use with Software for means of profile management, authentication and authorization to access services provided by Selltime Ltd.

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In no event shall Selltime Ltd be liable to the user for any loss, damages, claims or costs whatsoever, including any special, consequential, indirect or incidental damages, any lost profits or lost savings, lost data, loss of privacy, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party arising out of the use or inability or inappropriate use of the Software, even if Selltime Ltd has been advised of the possibility of such loss, damages, claims or costs in advance.

## Limited Warranty

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The Software is provided "As Is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose. If the Software does not perform substantially in accordance with the documentation, user's exclusive remedy will be limited to, at Selltime Ltd sole discretion, correction of the defect in the Software, if any, or refund of the actual cost paid by the user for the Software, subject to "Disclaimer" section in T&C. Alternatively user can terminate agreement as described in "Termination" section.

Selltime Ltd will try to resolve the issues arising from this Software, however cannot warrant:

- Performance of the Software on user's specific System.
- Compatibility with third-party software or hardware.
- That the Software will meet user's requirements.
- That the operation of Software will be uninterrupted or error-free.
- That all errors will be corrected.

This limited warranty is void if failure of the Software has resulted from accident, abuse, misapplication or violating the EULA or T&C.

## Support

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Company offers online support for this Software, pre and post sale. The nature of support can be free or on payment basis and the option of switching from free or on payment basis may be amended without prior notice, at the discretion of Selltime Ltd. Selltime Ltd will try to resolve the issues arising from this Software. User will cooperate with the company support team for investigation of issues.

## Risk

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Selltime is intended to be used as a personal payment tool.

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## Updates

Selltime Ltd may from time to time issue updates or upgrades of the Software, including on different application platforms. The software may periodically check for updates, download and install them for the user. User agrees to receive these automatic updates without any additional notice, but may turn off automatic software updates using the Software settings in user interface.

All updates and upgrades will be available to the user at a fixed price, subscription or free of cost, and on the conditions prescribed by Selltime Ltd. Selltime Ltd keeps the exclusive rights whether to develop or maintain the Software further or to withdraw the Software from offering for download, without any prior notice to the user.

## Data

The software may collect information about user, user's system and use of the software, and send that to Selltime Ltd. You may opt-out of some of these scenarios, but not all.

Data collected by the software:

- **User's system information and/or user related information** - Mandatory as part of necessitating an update/upgrade and maintenance or fraud detection with regards to the Software.
- **Software log information** - used to help detect and resolve errors as well as optimise the Software. Selltime Ltd undertakes to store such information securely in an encrypted form and take all reasonable measures to prevent any unauthorized use of such information. More information can be found in [Privacy Policy](#).

## Governing Law

The Software and its associated documents are exported from Germany. This EULA is expressly made subject to any Laws, regulations, orders, or other restrictions on the export from Germany, of the Software or information about such Software, which may be imposed from time to time by the Government of Germany.

EULA shall be governed, construed and implemented by the laws of Germany without giving effect to conflict of laws principles. All disputes under EULA shall be subject to the exclusive jurisdiction of the High Court of Justice of Germany.

## Legal Terms and Restrictions

- No failure to enforce any term of this EULA shall constitute a waiver of such term.
- User shall not assign its obligations hereunder in whole or in part without the prior written approval of Selltime Ltd.
- If any part of this EULA is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this EULA shall not be affected and shall remain in effect.

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## Age Factor

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Users below 18 years of age should receive parental or guardian guidance related to downloading and using the Software. If user is below 18 years of age, Selltime Ltd assumes that user has obtained necessary permission or guidance before downloading or using the application and that user's parents or guardians have no objection in this regard and have read, understood and accepted the EULA and T&C agreements on behalf of user. In certain countries, the minimum age for downloading, installing or using digital Software may vary subject to local laws and Selltime Ltd assumes that the user has made an informed and legal decision.

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## Third Party Vendors

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Selltime uses third party services in order to analyse Software usage and improve user experience:

- **Google Analytics** - for purpose of analysing usage of the Software.

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## License Grant

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- Use the Software for any unlawful, copyright infringement, harassing, abusive, criminal or fraudulent purposes.
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## Termination

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Upon termination, the licenses granted by this EULA agreement will immediately terminate and user agrees to cease all access and use of the Software.

Agreement can be terminated:

- By user at any time upon ceasing all use of and uninstalling/removing all copies of the Software (with all of its contents).
- By Selltime Ltd if user fails to comply with any term of this EULA or T&C agreement. In such case termination of agreement may be immediate and without notice. Selltime Ltd may, at its sole discretion, initiate legal action against user in case of violation of this EULA or T&C agreement, which may result in civil and/or criminal penalties for the user.

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