

Date of entry into force: January 19, 2023

User Agreement

Please read this Agreement carefully before using the Pay Assistant Service.

We rely on Your informed consent to the terms of the Agreement. If You have any questions about the terms of the Agreement, You can send them to: support@pay-assistant.com.

If You do not agree with the terms of the Agreement, we ask You to immediately stop using the Service by deleting the Personal Profile and/or closing the page of the website <https://pay-assistant.com>.

1. Definitions

Agreement – this User Agreement.

Pay Assistant Service (Service) – a service for document flow automation and settlements with freelancers. The Service includes a website on the Internet <https://pay-assistant.com>, the information contained in databases, a computer program, design elements, content and other components of the Service. Full access to the Service is provided after passing the registration procedure.

Administrator – a legal entity UAB «Pay Assistant» that administers and maintains the Pay Assistant Service under license.

User (You) – any individual who has reached the age required to accept the Agreement, has the appropriate authority and has free access to the Internet to use the Service.

Customer – a person who registered on the Pay Assistant Service and forms tasks through the Pay Assistant Service. The Customer is a User of the Service.

Subcontractor – a person who registered on the Pay Assistant Service and offers his services to fulfill the Customers tasks. The Subcontractor is a User of the Service.

Personal Profile – a personalized module of the Pay Assistant Service, which is accessed by entering authentication details on the Pay Assistant Service login page: login (username) and password (access code). Entering authentication details on the Personal Profile and further use of the Personal Profile is equivalent to using a simple electronic signature.

2. General provisions

The Agreement regulates the rules of use of the website <https://pay-assistant.com> and the rules of use of the Pay Assistant Service.

The Agreement in conjunction with the Privacy Policy, is an agreement between You as an Internet user (an individual, or an authorized representative or employee of a legal entity) and UAB «Pay assistant», which establishes the rules of use of the Service, collectively referred to as the «Parties».

For the purposes of this Agreement the Pay Assistant Service includes but not limited by, the Internet website <https://pay-assistant.com>, computer programs underlying the Service, software algorithms, databases and computer hardware, all information content of the Service, all design elements, interactive services and functionality provided through the Service, as well as other elements and components of the Pay Assistant Service without any restrictions.

Your use of the Service, including access to the Service or its any part, is a consent on all the terms of the Agreement.

By accepting the Agreement, You agree to use the Service in accordance with the following rules:

- You must use the Pay Assistant Service only in accordance with its purpose;
- You must use the Pay Assistant Service in accordance with the terms of this Agreement and applicable legislation;
- the data that You provide to the Service must be complete and reliable. You are solely responsible for the accuracy and reliability of provided data, content and information.

If You enter into this Agreement on behalf of the legal entity, You guarantee that You have all the rights and authority to enter into the Agreement on behalf of that entity, in this case "You" hereinafter refers to the legal entity.

Personal data of children and minors:

- We do not collect, process, store, use or transfer personal data of individuals under the age of 14 (Fourteen) years if he/she is a citizen of a member state of the Commonwealth of Independent States, under the age of 15 (Fifteen) years if he/she is a citizen of a member state of the European Union or any other country.

Please do not use the Service, if You are:

- less than 14 (Fourteen) years of age and You are a citizen of a member state of the Commonwealth of Independent States,
- less than 15 (Fifteen) years of age and You are a citizen of the European Union or any other country,
- not obtained all necessary permissions and consents for performance of works and/or provide services in the country from which You apply and use the Pay Assistant Service.

3. Registration and use of the Personal Profile

To use the Pay Assistant Service as the Subcontractor or the Customer, You may be asked to provide certain registration details in order to create the Personal Profile. You undertake to transmit complete and reliable data and keep it up to date.

If it is revealed that the information You provide does not comply with these requirements, we have the right to refuse to register You, or to terminate Your Personal Profile and restrict the right to use of the Service.

Upon completion of the registration as the Subcontractor or the Customer, You become the owner of the Personal Profile of the Subcontractor or the Customer. This means that You are responsible for the security of the Personal Profile, as well as for all actions performed on the Service under Your username and password.

4. Privacy policy

For the purposes of Your use of the Service You hereby grant us the right to collect, process and use information about You, including personal data in accordance with the Privacy Policy available at the link [<https://pay-assistant.com/docs/PrivacyPolicy.pdf>].

The Administrator reserves the right to verify Your Personal Profile and Your activities in the Personal Profile to confirm that You use the Service in full accordance with this Agreement.

Despite the above, You are solely responsible for the reliability and accuracy of provided data, content, and information.

5. Restrictions

You agree that You are prohibited to perform any of the following actions, or any actions similar thereto (leading to the same results), and that performance of any such actions is a material breach of this Agreement:

- upload information that is prohibited for distribution on the territory of the Republic of Lithuania and/or violates the rights of third parties, including intellectual property rights;
- allow a third party to access the Service using Your login and password without the appropriate authority;
- use the Service for purposes other than the purpose of the Service, including any illegal purposes;
- send false information;
- collect information about other users through the Service;
- create interfere for other users, which includes the distribution of malicious programs or corrupted files, data corruption, sending out repetitive information (spam), as well as the distribution of any other elements of a destructive or deceptive nature;
- to hinder the operation of the Service, including through the use of malicious computer programs, including programs for gaining unauthorized access to the Service;
- negatively present the Service and/or the Administrator and/or its affiliates for the purpose of harming business reputation.

The Administrator has the right to suspend, change or restrict Your access or completely terminate Your access to the Pay Assistant Service at any time with or without notice to You, if there are indications of Your infringement of the Agreement.

Actions prohibited by the Agreement may result liability provided by law, including administrative and criminal liability.

You may inform us about violations of the terms by other users of the Service by sending an e-mail to hello@pay-assistant.com.

6. Intellectual property

The Pay Assistant Service is a subject of copyright and related rights. The service consists of independent intellectual property units and includes:

- intellectual rights to the program code of the website, computer programs;
- intellectual rights to elements of the design, corporate identity and the design of the Service;
- intellectual rights to the content, including any information, in particular texts, audio and video files, photos and other media files posted on the Service;

- intellectual rights to databases;
- the exclusive right to the means of individualization of UAB «Pay assistant»
- intellectual rights to all improvements, updates, corrections and additions to the Service or its components;
- intellectual property rights to all suggestions, recommendations, bug fixes, or other communications from You regarding the Service.

You can use the Service under the terms of a non-exclusive, non-sublicensable license only for its intended purpose, for example, to view the pages of the site and perform actions provided by the functionality of the Service. Under this Agreement no intellectual property objects are transferred or alienated.

You are prohibited to:

- extract program code, translate, modify and perform other actions with the source code of any components of the Pay Assistant Service;
- create websites or services that are derivatives of the Pay Assistant Service or any of its components;
- create objects of copyright or related rights based on the appearance or the structure of the Pay Assistant Service;
- transfer Your access to the Personal Profile of the Service to any third party, including by selling, issuing a license or sublicense, renting;
- copy and use the content for any purpose except for personal, non-commercial use;
- use the brand name, the logo, design elements, other intellectual property and means of individualization of the Pay Assistant Service, UAB «Pay assistant»
- use the Pay Assistant Service for a contextual and targeted advertising of other services.

7. Disclaimer

The Administrator reserves the right to improve, correct and otherwise modify the Pay Assistant Service. The Pay Assistant Service may not be available during maintenance breaks and other times. The Administrator on its own may decide to discontinue the Service or any part thereof in its sole discretion and at any given moment.

The Administrator does not warrant and does not make statements that Your access to the Pay Assistant Service will be error-free, virus-free, be compatible or will work with any other software, applications, systems, or services, will be uninterrupted, and that the servers on which the Pay Assistant Service is deployed will be up permanently as well as that no other technical and telecommunication errors will be made.

The Administrator is not responsible for verifying the accuracy or reliability of the information about other users and the content of other users, including cases in which this information violates the law or the rights of third parties, including intellectual property rights.

The Administrator has the right to perform preventive maintenance in the hardware and software complex of the Service with a temporary suspension of work, to change, modify, add, delete any part of the Service or terminate access to any part of it at any time.

8. Limitation and release of liability

To the maximum extent permitted under any Applicable legislation the Administrator of the Pay Assistant Service, its founders, managers, affiliates, licensors, Internet service providers, content providers, employees, officials and agents are not liable to You or any other person for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or any other damages, including loss of income or lost profits, moral damage (harm), losses related to loss of business reputation, data or any other intangible losses arising from this Agreement or as a result of Your use (inability to use) the Pay Assistant Service or any part thereof. Advising of the Administrator or another person of the possibility of losses also does not entail the responsibility of this person and does not relieve You of full responsibility for any losses.

9. Applicable law

This Agreement is governed in accordance with the laws of the Republic of Lithuania. All legal relations arising from the Agreement, in the part not regulated by the Agreement, are governed in accordance with the legislation of the Republic of Lithuania.

10. Dispute resolution

In case of claims and disputes between You and the Administrator of the Pay Assistant Service, the Parties apply the measures to permit them by negotiations. Pre-trial dispute resolution procedure is mandatory.

If the dispute has not been settled by negotiations, the dispute will be resolved in the Arbitrazh Court of Republic of Lithuania.

11. Invalidity of part of the Agreement

If any part of the Agreement is determined by court to be unlawful or unenforceable, it shall not affect the validity and enforceability of other provisions of the Agreement.

12. Changes of terms of the Agreement

You agree that the Agreement may be changed without any notification and You undertake to regularly review this Agreement. New version of the Agreement enters into the force immediately upon posting of it on the Service website.

Your continued use of the Service signifies Your acceptance the changed terms of the Agreement. Refusal to change the terms of the Agreement is possible only by deleting the Personal Profile and complete stopping using the Service.

13. Change of ownership

If UAB «Pay assistant» assigns its rights and obligations to the third party You agree to disclosure of all information about You including Your personal data and use of this information for the purposes determined by the purpose of the Service, to this party.

Your continued use of the Service signifies Your acceptance of the terms of the Agreement and the Privacy Policy of the Service's subsequent Administrator.

14. Miscellaneous

The Administrator is not responsible for default of their obligations under the Agreement if such default occurred due to circumstances objectively beyond control, which may include, but are not limited to, force majeure.

You may not assign or transfer Your rights to use the Service to a third party. Any such attempts of assignment shall be null and void.

This Agreement and Your use of the Service do not create, and shall not be construed as creating any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties of the Agreement.

15. Contacts

You can send questions and comments about the Agreement, access and use of the Pay Assistant Service in a way convenient for You:

- e-mail to our support service: support@pay-assistant.com;
- fill out the form on the website <https://pay-assistant.com/contacts>.

Contact details for official correspondence:

UAB «Pay assistant»

Company number in the commercial register of Lithuania: 304104978,

Address: A. Vivulskio g. 7, Vilnius (Floor 5; Room 522)