



Terms and Conditions for Papaya

Last update: 20th of March, 2020; valid since 20th of March, 2020.

Hello, and welcome to the Papaya Terms and Conditions of Use ("Terms"). The Terms you see below are important because they:

- Outline your legal rights on Papaya.
- Explain the rights you give to us when you use Papaya.
- Describe the rules everyone needs to follow when using Papaya.

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Introduction

Thanks for choosing Papaya ("Papaya," "we," "us," "our"). By signing up or otherwise using any of these Papaya services, including all associated features and functionalities, websites and user interfaces, as well as all content and software applications associated with our services (collectively, the "Papaya Service" or "Service"), or accessing any content or material that is made available through the Service (the "Content") you are entering into a binding contract with the Papaya entity indicated in Section "Contact us".

Your agreement with us includes these Terms and any additional terms that you agree to. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use the Papaya Service or access any Content.

In order to use the Papaya Service and access any Content, you need to have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and reside in a country where Service is available. You also promise that any registration information that you submit to Papaya is true, accurate, and complete, and you agree to keep it that way at all times.

Changes to the Agreements

Occasionally we may make changes to the Agreements for valid reasons, such as improving the existing functions or features or adding new functions or features to the Service, implementing advancements in science and technology, and reasonable technical adjustments to the Service, ensuring the operability or the security of the Service, and for legal or regulatory reasons. When we make material changes to the Agreements, we'll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice or seeking your agreement within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please read any notice we make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your account by contacting us.

Using our service

The Papaya Service and the Content are the property of Papaya or Papaya's licensors. We grant you limited, non-exclusive, revocable permission to make use of the Papaya Service, and limited, non-exclusive, revocable permission to make personal, non-commercial use of the Content (collectively, "Access"). This Access shall remain in effect until and unless terminated by you or Papaya. You promise and agree that you are using the Papaya Service and Content for your own personal, non-commercial use and that you will not redistribute or transfer the Papaya Service or the Content.

All Papaya trademarks, service marks, trade names, logos, domain names, and any other features of the Papaya brand ("Papaya Brand Features") are the sole property of Papaya or its licensors. The Agreements do not grant you any rights to use any Papaya Brand Features whether for commercial or non-commercial use.

You agree not to use the Papaya Service, the Content, or any part thereof in any manner not expressly permitted by the Agreements. Except for the rights expressly granted to you in the Agreements, Papaya grants no right, title, or interest to you in the Papaya Service or Content.

Third Party Applications and Devices

The Papaya Service is integrated with or may otherwise interact with third party applications, websites, and services ("Third Party Applications") and third party Devices to make the Papaya Service available to you. These Third Party Applications and Devices may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications and Devices will be governed by and subject to such terms and conditions and their policies. You understand and agree that Papaya does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or Device or for any transaction you may enter into with the provider of any such Third Party Applications and Devices, nor does Papaya warrant the compatibility or continuing compatibility of the Third Party Applications and Devices with the Service.

User-Generated Content

Papaya users may post, upload, or otherwise contribute content to the Service (which may include, for example, pictures, text, messages, information, and/or other types of content) ("User Content").

You promise that, with respect to any User Content you post on Papaya, (1) you own or have the right to post such User Content, and (2) such User Content, or its use by Papaya as contemplated by the Agreements, does not violate the Agreements, applicable law, or the intellectual property, publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by Papaya.

Papaya may, but has no obligation to, monitor, review, or edit User Content. In all cases, Papaya reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in Papaya's sole discretion, violates the Agreements. Papaya may take these actions without prior notification to you or any third party. Revival or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that you post. Papaya is not responsible for User Content nor does it endorse any opinion contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST PAPAYA RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD PAPAYA HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

Rights you grant us

In consideration for the rights granted to you under the Agreements, you grant us the right to (1) allow the Papaya Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service, (2) to provide advertising and other information to you, and (3) to allow our business partners to do the same. In any part of the Agreements, the Content you access, including its selection and placement, may be influenced by commercial considerations, including Papaya's agreements with third parties. Some Content licensed by, provided to, created by or otherwise made available by Papaya may contain advertising as part of the Content. The Papaya Service makes such Content available to you unmodified.

If you provide feedback, ideas, or suggestions to Papaya in connection with the Papaya Service or Content ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Papaya to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

You grant Papaya a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of the Agreements plus twenty (20) years), irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any your User Content in connection with the Service through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights, specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any "moral rights" or equivalent rights, and your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

Service limitations and modifications

Papaya will make reasonable efforts to keep the Papaya Service operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. Papaya reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Papaya Service, with advance notice where possible, all without liability to you, except where prohibited by law, for valid reasons such as in case of genuine interruption, modification, or discontinuation of the Papaya Service or any function or feature thereof, or need to repair, maintain or improve the existing functions or features, or to add new functions or features to the Service, or to implement advancements in science and technology or ensure the operability or the security of the Service, legal and regulatory reasons.

Term and termination

The Agreements will continue to apply to you until terminated by either you or Papaya. However, you acknowledge and agree that the perpetual license granted by you in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason. Papaya may terminate the Agreements or suspend your access to the Papaya Service at any time, including in the event of your actual or suspected unauthorised use of the Papaya Service and/or Content, non-compliance with the Agreements, or if we withdraw Services and/or Content (in which case we shall provide you reasonable notice in advance of doing so). If you or Papaya terminate the Agreements, or if Papaya suspends your access to the Papaya Service, you agree that Papaya shall have no liability or responsibility to you. You may terminate the Agreements at any time. To learn how to terminate your Papaya account, please contact us through the Customer Service contact form on our website. This section will be enforced to the extent permissible by applicable law.

Warranty disclaimer

YOU UNDERSTAND AND AGREE THAT THE PAPAYA SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. PAPAYA AND ALL OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER PAPAYA NOR ANY OWNER OF CONTENT WARRANTS THAT THE PAPAYA SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, PAPAYA MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, DEVICES OR ANY OTHER PRODUCT OR SERVICE ADVERTISED, PROMOTED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE PAPAYA SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND PAPAYA IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF THE FOREGOING.

NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM PAPAYA SHALL CONSTITUTE ANY WARRANTY ON BEHALF OF PAPAYA. WHILE USING THE PAPAYA SERVICE, YOU MAY HAVE ACCESS TO EXPLICIT CONTENT FILTERING FEATURES, BUT USE OF THESE FEATURES MAY STILL RESULT IN SOME EXPLICIT CONTENT BEING SERVED AND YOU SHOULD NOT RELY ON SUCH FEATURES TO FILTER ALL EXPLICIT CONTENT.

WITHOUT LIMITING THE FOREGOING, NOTHING IN THIS SECTION SHALL HAVE THE EFFECT OF LIMITING PAPAYA'S LIABILITY IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE OF ITS ESSENTIAL OBLIGATIONS FOR PROVIDING THE SERVICE UNDER THE AGREEMENTS. THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

Limitation

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE PAPAYA SERVICE IS TO UNINSTALL ANY PAPAYA SOFTWARE AND TO STOP USING THE PAPAYA SERVICE. YOU AGREE THAT PAPAYA HAS NO OBLIGATION OR LIABILITY ARISING FROM OR RELATED TO THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE PAPAYA SERVICE. WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO PAPAYA, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

IN NO EVENT WILL PAPAYA, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR:

(1) ANY LOSS OR DAMAGE (INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY, DAMAGES) WHICH IS NOT FORESEEABLE, LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE CONTRACT WAS MADE, EITHER WE AND YOU KNEW IT MIGHT; (2) ANY: (A) LOSS OF USE; (B) LOSS OF DATA; (C) LOSS OF BUSINESS; (D) LOSS OF PROFITS; OR

(E) DAMAGE TO DEVICES, TO THE EXTENT YOU COULD HAVE AVOIDED SUCH DAMAGE BY FOLLOWING OUR ADVICE TO APPLY UPDATES TO THE SERVICES OR CONTENT OR IF SUCH DAMAGE IS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.

IN ALL CASES WHERE THE USE OF OR INABILITY TO USE THE PAPAYA SERVICE, DEVICES, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF WHETHER YOU AGREE TO WHATEVER REGARD TO WHETHER PAPAYA HAS WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE:

(3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE PAPAYA SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO PAPAYA DURING THE PRIOR TWELVE MONTHS IN QUESTION; OR

(4) NON-PERFORMANCE OR INADEQUATE PERFORMANCE OR DELAY TO THE OBLIGATIONS DERIVING FROM THE AGREEMENTS CAUSED BY FORCE MAJEURE OR ANY CAUSE WHICH IS NOT REASONABLY FORESEEABLE OR BEYOND PAPAYA'S REASONABLE CONTROL.

Nothing in the Agreements removes or limits Papaya's liability for fraud, fraudulent misrepresentation, death, or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. YOU MAY HAVE RIGHTS UNDER APPLICABLE LAW IN YOUR JURISDICTION WHICH PROVIDES FOR REMEDIES IN ADDITION TO THOSE SET OUT ABOVE.

Third party rights

You acknowledge and agree that the owners of the Content and certain distributors (such as app store providers) are intended beneficiaries of the Agreements and have the right to enforce the Agreements directly against you. Other than as set out in this section, the Agreements are not intended to grant rights to anyone except you and Papaya, and in no event shall the Agreements create any third party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of the Agreements are not subject to the consent of any other person.

If you have downloaded the App from the Apple, Inc. ("Apple") App Store or if you are using the App on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. This Agreement is between you and Papaya only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you, and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Service and/or your possession and use of the App infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and it will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

Severability, waiver, and interpretation

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Papaya or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive Papaya's or the applicable third party beneficiary's right to do so.

As used in these Terms, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation."

Assignment

Papaya may assign the Agreements, and any of its rights under the Agreements, in whole or in part, and Papaya may delegate any of its obligations under the Agreements. You may not assign the Agreements, in whole or in part, nor transfer or sub-license your rights under the Agreements, to any third party.

Contact us

If you have any questions concerning the Papaya Service or the Agreements, please contact Papaya Customer Service by visiting our website.

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