# Terms of Service

Thank you for using Sybill.io. By using Sybill.io, you agree to our Terms of Service, which is a legal agreement. If you are using Sybill.io for an organisation, you are agreeing on behalf of that organisation. If any terms in the Customer-Specific Supplement apply to you, those terms are also incorporated herein by reference and form part of this agreement. Our Terms of Service apply to your use of our Websites and Services.

1. Definitions

When we say, "we," "our," or "us," we're referring to Pyango GmbH, a Swiss limited liability company, our employees, directors, officers, affiliates, and subsidiaries.

When we say "you" or "your," we are referring to the person or entity that's registered with us to use the Pyango GmbH's Services.

When we say "Terms," we mean our Terms of Service, which includes our Privacy Policy.

When we say "Websites," we mean our websites located at https://sybill.io/ and https://pyango.ch/ including all subdomains and sites associated with those domains, and other websites that we operate now and in the future.

When we say "Services," we mean our Websites, Application Programming Interfaces (APIs), applications, our content, and various third-party services that make up Sybill.io.

When we say "Sybill" or "Sybill.io" we mean our Websites and Services collectively.

When we say "information," we mean all of the different forms of data that you provide us and that we collect from you from your use of the Services, your software, and your devices.

2. General Rules

To use Sybill, you must (a) be at least thirteen (13) years of age; (b) complete the registration process; (c) provide current and accurate information; (d) agree to these Terms; and (e) promise to follow these rules:

You are responsible for all content you provide and your activities on Sybill.io; You will use Sybill.io in compliance with all applicable laws, rules, and regulations; You will not use Sybill.io to solicit the performance of any activity which infringes our rights or the rights of others; and

You will not use Sybill.io to upload, transmit, or otherwise distribute any objectionable content, as solely determined by us. If you break any of your promises above or any of the rules in these Terms, we may terminate your account. Your actions may also subject you to legal consequences.

As long as you comply with our Terms of Service, we grant you a non-exclusive, non-transferable, limited privilege to use Sybill.io. Your use of Sybill.io is at your own risk.

3.   Intellectual Property

You own your content. We do not represent any ownership or claim any intellectual property rights over the information that you provide or that is provided to us.

We own Sybill.io and our Services. You may not copy, reproduce, alter, modify, resell, mirror, or create derivative works of Sybill.io, our Services, or our content on Sybill.io without our written permission.

You shall grant to us a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into Sybill.io or otherwise use any suggestions, enhancement requests, recommendations or other feedback that we receive from you or your agents.

4.   Passwords and Accounts

You're responsible for keeping your account name and password confidential. You're also responsible for any account that you have access to. You agree to notify us immediately of any unauthorised use of your account(s). We're not responsible for any losses due to stolen or hacked passwords.

You will not represent that you are any other individual or entity unless such individual or entity has given you written permission to act on their behalf.

5.   Payment Terms

The free trial offer entitles new, registered users to full access of the timetracking software up until 2 users. For all plans with more than 2 users, you authorise us to charge you according to the plan you choose at the then current seating rate, and any other charges you may incur in connection with your use of the Services, such as taxes, duties, and possible transaction fees.

For all accounts, there are no refunds or credits for changes to your account or changes to the number of seats in your plan.

We reserve the right to change service fees upon thirty (30) days notice. Such notice may be provided at any time by posting the changes to Sybill.io or by email.

A valid credit card is required for you to continue using the Services on a month-to-month basis after the thirty (30) day free trial period ends. The Services are billed in advance on a monthly basis and are non-refundable.

6.   Cancellation and Termination

You are solely responsible for the proper cancellation of your account. You may cancel your account at any time by going to Settings and closing your account. An email or phone request to cancel your account is not considered cancellation. You will not be charged after cancellation. There is no cancellation fee.

In the event of cancellation or termination your account will be immediately disabled, and your account and information cannot be recovered once the account is closed. We retain the right to retain or delete data provided to us by you at our sole discretion.

We also reserve the right, but do not have any obligation, to refuse service to anyone and close your account(s) without notice for any or no reason at all.

7.    Indemnification

You agree to indemnify and hold us harmless from any and all demands, loss, liability, claims or expenses (including attorneys' fees) made against us by any third party due to or arising out of or in connection with your use of Sybill.io.

8.    Representations and Warranties

To the maximum extent permitted by law, we provide Sybill.io on an "as is" and "as available" basis, which means we don't provide warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose and to any warranties that (i) Sybill.io will meet your specific requirements, (ii) Sybill.io will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of Sybill.io will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through Sybill.io will meet your expectations, and (v) any errors in Sybill.io will be corrected.

10.    Limitation of Liability

To the fullest extent permitted by law, you assume full responsibility for and we disclaim liability to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if we had been advised of the possibility of such damages.

We disclaim any and all liability for the acts, omissions, and conduct of any third parties related to your use of Sybill.io and any linked sites and services. Your sole remedy against us for dissatisfaction with Sybill.io is to stop using Sybill.io. This limitation of relief is a part of the bargain between you and us. The preceding disclaimer applies to any damages, liability, or injuries whether for breach of contract, tort, negligence or any other cause of action.

If, notwithstanding the other provisions of the Terms, we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Website or any of our Services, our liability shall not exceed what you paid us for the Services in the previous month. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

11.    Publicity

You grant us the right to use your company name and logo as a reference for marketing or promotional purposes on our Websites and in other public or private communications with our existing or potential customers, subject to your standard trademark usage guidelines as provided by you to us from time-to-time. We don't want to list you if you don't want to be listed, so if that's the case, please send an email to info@pyango.ch stating that you do not wish to be used as a reference.

12.    Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of Sybill.io, including all disputes, will be governed by the laws of Switzerland in regard to its conflicts of laws

provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Canton Aargau, Switzerland and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between us and you arising out of or in connection with your use of the Websites or Services, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

13. Force Majeure

You agree that we are not liable for any delays or failure in performance of any part of the Services, from any cause beyond our control.

14. Severability

If one or more sections of the Terms are held unenforceable, then those sections will be removed or edited as little as necessary, and the rest of the Terms will still be valid and enforceable.

15. Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

16. No Waiver

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

17. Entire Agreement

These Terms and all documents incorporated into these Terms by reference constitute the entire agreement between you and us and govern your use of Sybill.io, superseding any prior agreements between you and us (including, but not limited to, any prior versions of the Terms of Service).

18. Amendments and Changes to Sybill.io

We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the Terms, at any time. Amendments or changes to these Terms won't be effective until we post revised Terms on the Website. Unless explicitly stated otherwise, any new features that augment or enhance Sybill.io shall be subject to the Terms.

It is your responsibility to check the Terms periodically for changes. Your continued use of Sybill.io following the posting of changes will mean that you accept and agree to the changes.

We reserve the right to do any of the following, at any time, without notice to you: (1) to modify, suspend or terminate operation of or access to Sybill.io, or any portion of Sybill.io for any reason; (2) to modify or change Sybill.io, or any portion of Sybill.io, and any applicable policies or terms; and (3) to interrupt the operation of Sybill.io, or any portion of Sybill.io, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

19. Questions

If you have any questions regarding this Terms of Service, please contact us by email at **info@pyango.ch**