

Coditive Terms of services

1. General statements

- 1.1. Before starting the use of Coditive Services, Client is obliged to accept the provisions of these Terms of Service and the Privacy Policy (which is an attachment no. 1 to these Terms). By accepting this Terms of Service Client agree to comply with its provisions and with the generally applicable law.
- 1.2. If a person agree to this Terms of Services on behalf of an entity, he/she represent and warrant that you have the authority to bind that entity to this agreement and affirm that has reached the age of majority in his/her jurisdiction, and is fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in these Terms of Services, and to abide and comply with these Terms of Services.
- 1.3. These Terms of Service form a legally binding contract between a Client and the Coditive, with respect to the Client's use of the Site and Services. By using the Site or Services, the Client (or representative of the Client).
- 1.4. Access and use of the Site is concerned as acceptance of these Terms of Service and the Privacy Policy (which is an attachment to these Terms) regarding the service of using the Website.

2. Definitions

The capitalised terms used in these Terms of Service and the Order shall have the following meaning:

- 2.1. Developer – software developer, member of Coditive team i. e. WordPress specialized programmers working for the Coditive.
- 2.2. Coditive – brand that belongs to Coditive Sp. z o. o. (formerly Indeon Sp. z o. o. sp. k.) an entity that provides specialised programming services of websites running on installations of WordPress which include WordPress custom programming services. Coditive Sp. z o. o. (formerly Indeon Sp. z o. o. sp. k.) provides access to the Site and Services available through the Site. Coditive Sp. z o. o. (formerly Indeon Sp. z o. o. sp. k.) is an company operating in compliance with the law of the Republic of Poland, with its office in Knurów, registered in the District Court in Gliwice, X Commercial Division of the National Court Register, under KRS number 0000907960, VAT No. PL9691643891.
- 2.3. Site – Coditive website, accessible under the site: <https://coditive.co/> and all associated sites which are linked to the Site, which are operated by the Coditive.
- 2.4. Services – the services provided by Coditive in accordance with these Terms of Service, which include WordPress custom programming services (services consisting in creating and editing websites based on the WordPress content management system). The services are carried out in PHP, JavaScript, HTML and CSS and any other service and content the Coditive makes available to or performs for Clients, as well as the offering of any materials displayed, transmitted or performed on the Site or through the Services.
- 2.5. Terms of Service – this document, specifying the terms and conditions of the use of the Site and Services as well as the rights and obligations of Clients and the Coditive.
- 2.6. Client – an individual or entity which representant has reached the age of majority in his jurisdiction, with a full capacity to enter into legal transactions. The representant is acting on behalf of entity, which makes use of the Site in accordance with the Terms of Service. The Client can't be a consumers (as defined in European Union regulations in force) and if (for any reason) such a consumer became a Client, all regulations from this Terms of Service which are less favorable to him than applicable law will not apply.
- 2.7. Business day – means each day of the week, excluding Saturdays and public holidays in the Republic of Poland, between 8:00 and 16:00 (CET).

3. Requests:

- 3.1. Coditive will prepare an **Offer** to provide Services based on a **Request** submitted by the Customer. Service provided by Coditive may be requested through the "Contact us" page or via another source.
- 3.2. The Client is obliged to ensure that all information included in request precisely defines Services, are accurate, complete and not misleading so that the Services ordered may be accurately estimated and adequately performed.
- 3.3. Coditive reserves the right to:
 - 3.3.1. answer only selected requests,
 - 3.3.2. refuse to provide the Services to the Client at any time, while maintaining remuneration for services already performed.

- 3.4. Each request will be individually evaluated by the Coditive based on applicable hourly rate and the scope of work required for the performance of the requested Services.
- 3.5. Upon receiving Client's request the Coditive will present the Client with an Offer where will be described what Services are included in it and the fee.
- 3.6. After accepting the Offer by the Client, Coditive will provide the Client with an **Order** containing the details of the Offer. The provisions contained in the Order are binding for the Parties.
- 3.7. Any services not defined in the description of the service included in the Order will NOT be performed. Any additional Services not defined in the Order may be a subject to separate estimation; in that case Coditive would submit a new Offer to the Client.
- 3.8. Services performed shall be automatically accepted and considered properly performed if the Client does not submit any comments within 5 business days (or 3 business days for Offers with prices up to \$500 or €500) from the Client's last interaction with a Developer.
- 3.9. After the Services are completed and accepted, regardless of whether the acceptance is express or implied pursuant to section 8 above, the Client may receive an automatic request for review on their experience with the Services performed by Coditive, however the Client has no obligation to respond to it. The Client agrees that, the review may be made public by the Coditive e.g. on pages that belong to Coditive.
- 3.10. The Coditive cannot use the access to servers for any reason beyond the scope of performance of the Services offered through the Site.
- 3.11. All of the Services available on the Site can be used only for commercial use eg. Client's business, unless Parties have decided otherwise.

4. Payments:

- 4.1. Services offered by Coditive require payment of fees evaluated by the Coditive on a prepay basis or on a basis stated by Coditive.
- 4.2. After the acceptance of the Order, if:
 - 4.2.1. **the payment is on the basis of prepayment:** the proforma invoice (or a link to the proforma invoice) with an Order is sent to the Client. After acceptance of Order (along with the acceptance of these Terms) and after payment has been credited to the Coditive's bank account, an invoice for this payment will be issued and sent to the Client.
 - 4.2.2. **payment is on the terms indicated in the Order:**
 - 4.2.2.1. the proforma invoice (regarding advance payment) with an Order is sent to the Client. After submitting the Coditive signed Order (along with the acceptance of these Terms) and after payment of advance has been credited to the Coditive's bank account, an invoice for this payment will be issued and sent to the Client.
 - 4.2.2.2. remaining after payment of the advance (referred to in point 4.2.2.1.) part of the remuneration (resulting from the Order) will be payable on the basis of a proforma invoice issued after the acceptance of the Services in accordance with point. 3.8. of this document (payment period 7 days from the invoice date). After the payment has been credited to the Coditive's bank account, an invoice for this payment will be issued and sent to the Client.
- 4.3. Payments may be made to Coditive's bank account (specifeid in proforma invoice) or through PayPal.
- 4.4. If the Client fails to make the payment of prepayment (p. 4.2.2.1.) or payment of the advance (p. 4.2.2.2.) within 7 days of issuing the proforma invoice, the Order and proforma invoice submitted to the Client may expire.
- 4.5. All Services subject to the Order will be provided to the Client after Client accepts the Order (along with the acceptance of these Terms) and payment is credited (prepayment or advance payment) to the Coditive bank account.
- 4.6. In the event of resignation by the Client after the start of the provision of Services by Coditive, the prepayment or advance payment made by the Customer is not refundable. In that case Coditive has a right to issue an invoice for work done up to the moment of resignation. By resignation, the Parties also understand the lack of contact with the Customer for a period of five (5) or more business days from the date of the last message sent to the Client by Coditive team.
- 4.7. After the Client accepts the Order, he is obligated to monitor and response to the conversation with the Coditive team on Basecamp or other communication system accepted by Coditive. After being idle for five (5) or more business days, the project will be suspend and provisions of point 4.6 will be applied. In that case the deadline indicated in the Order does not bind Coditive.
In that case any Services in this project may be a subject to separate estimation.
- 4.8. The Coditive reserves the right to change prices and fees related to Services offered through the Site at any time. Such changes shall not affect the fees and prices related to a job request previously approved and estimated by the Coditive.
- 4.9. The fee specified in the Offer includes taxes imposed by the Polish tax authorities and the payment service fee referred to in point. 4.3. All additional fees, including taxes and duties necessary to pay in the Client's country of origin, are covered by the Client. The Client agrees to pay for any taxes that might be applicable to payments he/she makes to the Coditive.
- 4.10. The invoice regarding settlement of the Service shall not reveal the type, duration, frequency, and other technical parameters of individual Services performed for a Client, unless the Client requested detailed information in this respect.
- 4.11. If the Client purchases an advance package of hours containing the Programming Work as part of the Offer, he may use it no later than six months from the date of purchase. Unused hours do not pass over the next months and do not accumulate.

- 4.12. The invoice regarding settlement of the Service shall be reduced (in relation to proforma invoice) about the cost of fees charged by PayPal.

5. Technical requirements for using the Site and Services:

- 5.1. Technical requirements concerning the use of the Site and Services are as follows:
- 5.1.1. Internet connection;
 - 5.1.2. web browser enable of displaying documents HTML which are linked with the Internet through a website with activated Java Script execution and writing cookies files;
 - 5.1.3. active e-mail account.
- 5.2. In order to carry out the Services consisting in programming works, the Client should provide the Coditive work environment in accordance with the requirements described at <https://wordpress.org/about/requirements/>.
- 5.3. It is Client's responsibility to ensure that used equipment and software meet above requirements and allow him/her to use the Site and Services.
- 5.4. Client is obligated to refrain from any work done on the website by himself or any third party developers during the project development by Coditive. Otherwise, Client must provide a GIT environment to make tracking changes easy.
- 5.5. A Client is obliged to refrain from any actions that could damage or disturb the operation of the Site or use of Services, or any system, hardware, software or network connected to the Site.
- 5.6. The subject of the services provided is to operate in the current versions (as of the date of acceptance of these Terms) of the most popular browsers, i.e. Google Chrome, Mozilla Firefox, Edge, Safari.

6. Liability:

- 6.1. The Coditive is not liable for the content that is provided by Client.
- 6.2. The Coditive is authorized to immediately, without prior notice, terminate an agreement (concluded by acceptance by the Client these Terms of Services), suspend or permanently stop providing Services to the Client who breaches applicable law, these Terms of Service, other applicable terms, rules or agreements between Client and the Coditive. In such a case the Coditive shall not bear any liability vis-à-vis Client for taking such remedies.
- 6.3. Within the maximum extent allowed by applicable law, the Coditive shall not be liable for any breaks or disturbance of the Websites to which he obtained access as part of providing the Services, and temporary breaks in the operation of Site caused by force majeure or unauthorized activity of third parties.
- 6.4. Within the maximum extent allowed by applicable law, the Coditive shall not be liable for temporary breaks in the operation of the Websites to which he obtained access as part of providing the Services, and temporary breaks in the operation of Site, caused by the implementation of new solutions and facilities within the framework of the Site or maintenance works on the IT system equipment used to provide access to the Site and Services.
- 6.5. In cases affecting the security or stability of the Websites to which he obtained access as part of providing the Services and of the Site and Services, the Coditive reserves the right to temporarily reduce or suspend the access to the Site without previously notifying Clients and to conduct maintenance works aimed to reinstate the security and stability of the Site and Services. In such a case the Coditive shall not bear any liability vis-à-vis Client's for described actions.
- 6.6. Within the maximum extent allowed by applicable law, the Coditive shall not be liable for any damages made to the Client.
- 6.7. The parties exclude the application of the warranty provided for in Art. 558 of the Polish Civil Code and provided for in Art. 55 sec. 1 of the Polish Act: ustawy o prawie autorskim i prawach pokrewnych

7. Intellectual Property:

- 7.1. Any intellectual property rights of the Site and Services are the exclusive property of the Coditive or their respective owners. All creative elements placed on this Site are protected by intellectual property rights, and in particularly by copyright. All trademarks, logos, graphics, photographs, animations, videos, texts and other distinctive signs appearing on the Sites are the intellectual property of the Coditive or third parties. Therefore, they may not be reproduced, used or represented without the prior authorization of the Coditive or third parties. Any proprietary or intellectual property rights to works owned by a third party, which do not constitute the content of the Site and Services but are accessible by using the Site and Services, constitute the property of their respective owners and are protected by copyright law, or other laws governing intellectual property.
- 7.2. The Client is granted the right to use the Site and Services solely for the purposes stated in the Terms. The Coditive hereby grants to Client a limited, revocable, non-exclusive, non-assignable, non-sublicenseable right to access, through a generally available web browser (Google Chrome, Mozilla Firefox, Edge, Safari) and to use the Site and Services as the Coditive intends the Site and Services to be used, and only in accordance with these Terms of Service. Coditive grants to the Client no other rights, implied or otherwise. Client will not: (a) copy, modify, adapt, translate or otherwise create derivative works of the Site or Services; (b) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Site or Services, except to the extent applicable laws specifically prohibit such restriction; and (c) rent, sublicense, lease, sell, assign or otherwise transfer rights (or

purport to do any of the same) in or to the Site or Services, unless the Parties have otherwise agreed. The license granted above and Client's right of use of the Site and Services will terminate immediately if Client fails to comply with these Terms of Service.

- 7.3.** Clients can use third parties' products offered through the Site in accordance with and subject to licenses granted by these third parties.
- 7.4.** The Coditive does not claim ownership of any content that Client posts on or shares through the Site; however, if Client submits content on areas of the Site that are generally available to the public (such as blogs, forums etc.), he/she grants the Coditive an irrevocable, non-exclusive, worldwide, perpetual, royalty-free, sub-licensable, transferable license to use, host, store, reproduce, modify, create derivative works of (such as those resulting from translations, adaptations or other changes), communicate, publish, publicly display, publicly perform, distribute, advertise in, on, and around, and to incorporate such content into other works in any form, format, media, technology or medium of any kind now known or later developed.

8. Personal Data Protection and Privacy Policy:

- 8.1.** Operations performed by the Coditive upon Clients' personal data, such as collection, recording, storage, use and disclosure are subject to the Privacy Policy (which constitutes an attachment and an integral part of this Terms of Service).
- 8.2.** Client declares that he has obtained all personal data in accordance with the applicable law and has the right to dispose of them, including the transmission of them to Coditive.
- 8.3.** Client agrees to the processing of all personal data that he provides in the circumstances and purposes stated in the Privacy Policy.

9. Amendments and Modifications:

- 9.1.** The Coditive may modify the provisions of these Terms of Service at any time but only to the extent permitted by the applicable law.
- 9.2.** Changes regarding payments does not affect the fees and prices related to job requests previously approved and evaluated by the Coditive.
- 9.3.** In case of any modifications of these Terms of Service the Client will be informed about them by posting on the Site's home page. Unless otherwise stated in these Terms of Service, modifications take effect on the date specified by the Coditive. Continued use of this Site after modifications have been effectively made to these Terms of Service indicates Client's acceptance of the modified Terms of Service.

10. Final Provisions:

- 10.1.** The Coditive and a Client are independent parties, and nothing in these Terms of Service constitutes a partnership between or joint venture of the Coditive and a Client.
- 10.2.** Acceptance of these Terms indicates Client's consent to transfer or assignment any of their rights or obligations under these Terms of Service made by Coditive.
- 10.3.** The Client grants the consent of Coditive to use the Client's name and logo and description of services provided by Coditive on the basis of these Terms (however not revealing the names and details of services provided to customers of the Client) to promote Coditive, in particular to display the Client's name and logo on the website, promotional materials and advertising media of Coditive.
- 10.4.** Any queries or comments regarding these Terms of Service may be submitted at <https://coditive.co/contact/> or by mail address: office@coditive.co.
- 10.5.** These Terms of Service and all questions relating to the performance, interpretation, breach or enforcement of these Terms of Service, or the rights, obligations and liabilities under them are governed by the laws of the Republic of Poland.
- 10.6.** Any disputes, involving parties other than consumers (as defined in European Union regulations in force), regarding performance, interpretation, breach or enforcement of these Terms of Service, or the rights, obligations and liabilities under them shall be submitted to the exclusive jurisdiction of a court in Gliwice (the Republic of Poland).
- 10.7.** The provisions of these Terms of Service do not infringe upon the consumer's rights as dictated by the governing law, which has priority over the provisions of the hereby Terms of Service.
- 10.8.** These Terms of Service will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of these Terms of Service are held to be invalid or unenforceable under applicable law to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of these Terms of Service.
- 10.9.** These Terms of Service were originally written in Polish and may be translated into other languages. In the event of a conflict between a translated version and the Polish version, the Polish version shall prevail.
- 10.10.** The Terms of Service come into effect on **February 1st, 2019**.

Attachments: [Privacy policy](#)