

Limawi® is the web market place provided by Coppint Market Place Ltd (CMP).

By using its services, you are agreeing to be bound by the CMP General Terms of Service. If you have any questions regarding these terms, you can contact us via [contact form](#).

# Coppint Market Place General Terms of Service

Posted on : may 12th, 2015. Revised on : february 27th, 2017

These General Terms of Service ("Terms") cover your use and access to all the services, client software and websites ("Services") provided by Coppint Market Place Ltd ("CMP").

The physical address of Coppint Market Place Ltd and all the necessary informations are provided on the [legal informations page](#).

By using our Services, you always are agreeing to be bound by these Terms. If you're using our Services for an organization, either public or private organization, you're agreeing to these Terms on behalf of that organization.

If you are reading a translation, please note that the english version is the standard reference.

## 1 – Your stuff and your permissions

When you use our Services, you provide us with things like your files, content, email messages, contacts and so on ("Your Stuff"). **Your Stuff is yours and always remains exclusively yours**. These Terms don't give us any personal rights over Your Stuff.

We need your permission to do things like hosting Your Stuff, backing it up, and sharing it when you ask us to. This contract is concluded for that purpose. You give us your general permission to recruit any supplier to provide the Service and your general permission to this supplier to recruit any supplier if he needs to.

If our Services let you share Your Stuff with others, please always think carefully about what you share.

## 2 – Your responsibilities

You are (and always remain) responsible for your conduct and Your Stuff.

### 2.1 – Your conduct

You agree not to misuse the Services or help anyone else to do so.

Misusing the Services is to try to use them to prejudice or harm anybody else.

### 2.2 – Your Stuff

Content in the website or in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so.

Even if you access the website from other countries, it is reputed exclusively given or delivered at the registered office's location and only the law of this registered office location is to apply.

Even if it has no obligation to do so, CMP may possibly review your conduct for compliance with these Terms. We are not responsible for the content people post and share using the Services.

Please safeguard your password to the website or Services, make sure that others don't have access to it, and

keep your account information current.

## 3 – Software

Some of our Services may allow you to download client software ("Software") which may update automatically.

Most Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms.

Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

## 4 – Our stuff

The website and the Services are protected by copyright, trademark and other laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, Coppint trademarks, logos and other brand features.

We welcome feedback, but note that we may use comments or suggestions without any obligation to you. You may send it on the [contact page](#).

Some Services are not provided by Coppint Market Place Ltd. For these, CMP is only reseller, but you do not have to deal directly with the particular service provider for any commercial purpose.

For the Services that are not provided by CMP, the name and address of the provider is written down on the [legal informations page](#).

Where our website or Software contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility or liability for them or for any loss or damage that may arise from your use of them.

## 5 – Technical informations

You may access to technical informations to be able to use the Services on the CMP website and on its blog.

Both the website and the blog give all the necessary information to help you to preserve your rights on your data and to make the best use of our Service to do so.

You are invited to read carefully the FAQ before you send any question on the [contact page](#).

## 6 – Our responsibilities

First of all, we are engaged to put the best Services at your disposal. We also are engaged to implement all the necessary security actions to protect your data.

## 7 – Cookies

Technologies such as : cookies, beacons, tags and scripts are used by Coppint and our service providers [e.g. payment processor, etc]. By accepting these General Terms of Service, you agree that we may place cookies or equivalent technologies on your computer.

Some cookies allow us to count page visits and traffic sources so we can measure and improve the performance

of our website, without using a third party service. We also use login cookies. We use these cookies so you remain logged in when you are using your account. We never use cookies to serve ads. You may see the cookies list on the [legal informations page](#).

## 8 – Your personal data

All information you provide to us is stored on our secure servers. By submitting your personal data, you agree to this storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these General Terms of Service. When you enter sensitive information (such as credit card numbers) on our order forms, we encrypt the transmission of that information using secure socket layer technology (SSL). We follow generally accepted standards to protect the personal information submitted to us, both during transmission and once we receive it. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our website ; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to prevent unauthorized access.

Coppint Maket Place Ltd staff and every supplier's or provider's staff will have to respect all the rules to protect your personal data. CMP will never keep your personal data for itself ; you are supposed to preserve it by yourself and to download it when you need it. CMP accountancy data are not reputed to be your personal data.

## 9 – Accounts

### 9.1 – Your identity

You always can subscribe any account and any Service without giving your actual name and your physical address. You may give any username that you choose and no address at all. In accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016, if you are located in any of the European Union countries, you are supposed to give your identification data. If you do not, your anonymous account always is supposed to be from out of the European Union and European Free Trade Association. In this case, you cannot receive any invoice to use in your book-keeping.

If you need invoices to use in your book-keeping, you have to provide real name and actual address. But we normally will never try to contact you on your physical address as you provide it. We only will contact you on your email address when it's strictly necessary.

### 9.2 – Email address

If you sign up, for a Coppint account, with an email address provisioned by another person, this person may be able to block your use of Coppint Services until you associate your Coppint account with an actual and personal email address.

We will never give your email address to anybody. We do use it only to communicate with you if it's necessary. You could need your email address to get a new password if you forget yours.

### 9.3 – Billing

You always can add features to your account. We'll automatically bill you from the date you will give the order to your Account and on each periodic renewal until cancellation. You're responsible for all applicable taxes, and we'll charge tax when required to do so.

## 9.4 – No refunds

You may cancel your Coppint Account at any time, but you won't be issued a refund unless it's legally required.

## 9.5 – Downgrades

Your Account will remain in effect until it's cancelled or terminated under these Terms. If you don't pay for your Account on time, we reserve the right to suspend it or possibly reduce it.

## 9.6 – Changes

We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

## 9.7 – Period of the contract

The period of the contract is reputed to be the longest period among the minimum subscription periods of the Services you subscribe to, as it's given on the [legal informations page](#). After the first period of the contract it is reputed to renew by tacit agreement until you or we stop it.

## 9.8 – Termination

You're free to stop using our Services at any time. We also reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you're not complying with these Terms, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. We'll of course provide you with notice via the email address associated with your account before we do so.

# 10 – Payments

We use third parties payment processor to take payment from you. These third parties are properly regulated and authorized to handle your payment information and are prohibited from using your personal information for promotional purposes or for any other purposes other than providing these services to us.

We collect payment information, which will vary depending on the payment method chosen by you, but may include your credit card information and eventually your name and address if you want a bill that you can include in your accountancy. We never handle or store complete credit card numbers, as this is done on our behalf by our payment processors. We only store the necessary information as we require a record of your payment for accounting purposes and to manage your account. We may also use your payment information to detect and prevent fraud. If you continue to use one of our services, we will store your payment data for as long as you are using one of our services or have an active account, and for up to two years after that. We may keep your payment data for an extended period as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We are not responsible for any third party payment provider handling your transaction and you should refer to the third party payment provider's Privacy Policy to see how they use your data.

# 11 – Specific services terms

## 11.1 – Provider of the service

Each service is provided by its own provider. You may see the providers on the [legal informations page](#).

The Service provides our subscribers with access to our network(s) of servers around the world. We also provide various software tools for desktop computers and mobile apps for iOS® and Android™ devices (the 'Software'), which allow you to connect easily to our Service although you may connect without using our Software.

The Service always is presumed being delivered at the provider's registered office. But anyway the provider has to comply with all the rules that apply to CMP.

## 11.2 – Your use of the service

We have the right to suspend or close any account on our services and block your use of our Service and website, if (in our opinion) you have failed to comply with any part of these terms.

You are responsible for ensuring that all persons who use your account with us are aware of these terms, and that they comply with them.

You are responsible for all use of your security details and your account. You must treat your username and password, and any other security details, as confidential, and not disclose it to any other person. You must also prevent unauthorized access to your account.

**We never keep any log of what you do with any of our services. The files you eventually upload still remain yours and are protected by the above rules (1 – Your stuff and your permissions).**

## 11.3 – Subscription plans, payment and refunds

Our Services are available on subscription plans of variable duration. You may download our softwares to an unlimited number of devices. You may configure as many device as you want. **Your subscription is for your own use only and you may not rent, lend, hire out or otherwise share your connection with another person.**

The plans we offer, and the prices, are as shown on our website. You will need to select the subscription plan that best suits your needs. We can change our prices at any time, but changes will not affect any order that you have already paid for.

All fees are charged and payable in full in advance unless we agree otherwise.

You must pay us in one of the currencies stated on the website. Payment can be made by the debit or credit cards, or through one of the payment gateways, shown on our website. If you setup a recurring payment, you authorize us to take payment in this way on an ongoing basis using the payment details you provide until you tell us to change your method of payment. If you wish to change your method of payment, or change your payment details, please tell us as soon as you can so that we can try to implement the change before subscription expires. If we are unable to take a recurring payment, your subscription will not be renewed.

If you purchase a subscription to any of our Services via one of our resellers, your agreement is with the reseller you have used, but, as far as possible, our terms will apply to you as if you were our direct customer as we are the supplier of the service.

## 11.4 – Prohibited uses

You may use our website and any Software downloaded from our website only for lawful purposes. Unless you subscribe to a specific email service, the n° 25 port is not accessible, to prevent any spamming, but you may use all the other ports.

## 11.5 – Grant of licence

In the event that we give you access to or allow you to download any Software, you get a non-exclusive licence to use the Software in accordance with its own terms of use.

## 11.6 – Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our Services and nothing in these terms shall grant you any rights, title or interest in and to such intellectual property rights. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

If you copy or download any part of our website or of the Software in breach of these terms, your right to use our website, our Service and the Software will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 11.7 – Viruses, hacking and other offenses

You must not misuse our website or Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorized access to, interfere with, damage or disrupt, our website, our Service, the servers, equipment or network on which our website or Service is hosted, any software used in the provision of our website or Service or any server, computer or database connected to our website or Service. You must not attack our website or Service via a denial of service attack or a distributed denial of service attack. By breaching this provision, your right to use our website or Service will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial of service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or Service or due to you downloading any software or material posted on it, or on any website linked to it.

You must not reproduce, duplicate, copy or re-sell any part of our website, our Service or our Software in contravention of the provisions of these terms.

## 11.8 – Suspension and termination

We will determine, in our discretion, whether there has been a breach of these terms through your use of our website or Service. Failure to comply with these terms constitutes a material breach of the terms upon which you are permitted to use our website, our Service and our Software, and may result in our taking all or any of the following actions :

- 1° – immediate, temporary or permanent withdrawal of your right to use our website, Service and/or our Software with no refund ;
- 2° – issue of a warning to you ;
- 3° – legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach ;

- 4° – further legal action against you ;

or disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

## 11.9 – Our liability

Our Service and Software is provided on an 'as is' basis without any guarantees, conditions or warranties as to its quality or suitability for any particular purpose.

We hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and make no representation or warranty, express or implied, as to the accuracy or completeness or satisfactory quality or fitness for a particular purpose of our Service or the Software. To the extent permitted by law, and subject to the exceptions below, we hereby expressly exclude liability for all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity, any direct, indirect or consequential loss or damage incurred by you or any user in connection with our Service and/or the Software, or in connection with the use, inability to use, or results of the use of our Service, any websites linked to it and any materials posted on it, including, without limitation any liability for :

- 1° – loss of income or revenue ;
- 2° – loss of business ;
- 3° – loss of profits or contracts ;
- 4° – loss of anticipated savings ;
- 5° – loss of data ;
- 6° – loss of goodwill ;
- 7° – wasted management or office time ;

and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if reasonably foreseeable, provided that this condition shall not prevent claims for loss of, or damage to, your tangible property.

Our liability under or in relation to our Software and Service in respect of all claims (whether for negligence, breach of contract or otherwise) will be limited to the amount which is specified on the [legal informations page](#).

## 11.10 – Jurisdiction and applicable law for the service work

The provider's registered office courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to one of our websites or use of our Service or Software. You may see the provider's registered office on the [legal informations page](#).

These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the provider's registered office law.

## 12 – Website service "As Is"

We strive to provide great Services, but there are certain things that we can't guarantee.

To the fullest extent permitted by the law of the registered office location, Coppint Market Place Ltd and its affiliates, suppliers and distributors make no warranties, either express or implied, about the services. The services are provided "As Is". We also disclaim any warranties of merchantability, fitness for a particular purpose

and non-infringement.

## 13 – Limitation of Liability

To the fullest extent permitted by the law of the registered office location, in no event will Coppint Market Place Ltd, its affiliates, suppliers and distributors be liable for (A) any indirect, special, incidental, punitive, exemplary or consequential damages or any loss of use, data, business, or profits, regardless of legal theory, whether or not CMP has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose ; (B) aggregate liability for all claims relating to the services more than the amount specified on the [legal informations page](#).

In any case, to raise any compensation demand, you always will have to prove that we or our supplier caused the put forward damages.

## 14 – Resolving disputes

### 14.1 – Let's try to compromise

We want to address your concerns without needing a formal legal case. Before filling a claim against Coppint Market Place Ltd, you agree to try to resolve the dispute informally via [contact form](#).

We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or CMP may bring a formal proceeding.

### 14.2 – No Class Actions

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

### 14.3 – Judicial forum for disputes

You and Coppint Market Place Ltd and all its affiliates, suppliers and distributors, agree that any judicial proceeding for any reason or matter will exclusively be brought in the registered office location courts of justice, as it's stipulated on the [legal informations page](#). Both, you and Coppint Market Place Ltd and all its affiliates, suppliers and distributors, consent to venue and personal jurisdiction there.

## 15 – Controlling Law

These terms will be governed only by the applicable law of the registered office location as it's stipulated on the [legal informations page](#).

## 16 – Entire agreement

These Terms constitute the entire agreement between you and CMP with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

Together with the informations you find on the [legal informations page](#), these Terms are a contract between you and us. If you are located in one of the european countries of the European Union or of the European Free Trade



Association, this contract is concluded in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016. You may get a [printable version](#) of these Terms.

## 17 – Waiver, severability and assignment

CMP's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Coppint may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

## 18 – Modifications

We may revise these Terms from time to time, and will always post the most current version on our website. We may revise these terms by posting an updated version to this web page to reflect changes in market conditions affecting our business, changes in technology or our business model, changes in relevant laws and regulatory requirements, and changes in our systems.

We ask that you check this page from time to time to take notice of any changes we make, as they are binding on you. Minor modifications of the terms will not need that you make a new approval. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.