

Terms of Service

Effective Date: July 5th 2025

1. Introduction

Welcome to Affistash, a software product provided by DevelopmentlySync SRL ("we", "our", or "us"). These Terms of Service ("Terms") govern your use of the Affistash platform, website, and any associated services (collectively, the "Product").

By accessing or using the Product, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with these Terms, you must not use the Product.

2. Use of the Product

You agree to use the Product only for lawful purposes and in accordance with these Terms. You are responsible for maintaining the confidentiality of your account and password and for all activities that occur under your account.

You may not:

- Use the Product for any illegal or unauthorized purpose;
- Transmit any viruses or malicious code;
- Attempt to gain unauthorized access to the Product or its related systems or networks; •
Resell or sublicense the Product without prior written permission.

3. Intellectual Property

All content, trademarks, logos, graphics, text, software, and other elements of the Product are the intellectual property of DevelopmentlySync SRL or its licensors and are protected by copyright, trademark, and other applicable laws.

You are granted a limited, non-exclusive, non-transferable license to access and use the Product for your internal business use only. Any other use, including reproduction, modification, distribution, or republication, is strictly prohibited without our express written consent.

4. Disclaimer of Warranties

The Product and all related materials are provided “as is” and “as available,” without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

We do not guarantee that the Product will be error-free, uninterrupted, or free from harmful components. You use the Product at your own risk.

5. Limitation of Liability

IN NO EVENT SHALL DEVELOPMENTLYSYNC SRL OR AFFISTASH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES RESULTING FROM:

- Your use or inability to use the Product;
- Any unauthorized access to or use of our servers and/or any personal information stored therein;
- Any bugs, viruses, or other harmful code that may be transmitted through the Product.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AFFISTASH’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE PRODUCT SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

6. Indemnification

You agree to indemnify, defend, and hold harmless DevelopmentlySync SRL, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with:

- Your access to or use of the Product;
 - Your violation of these Terms;
 - Your violation of any rights of a third party.
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7. Refund Policy

Affistash offers a free live demo to help you understand the product before purchasing. We offer a 7-day refund policy **only for accounts that subscribed directly without using the free trial, and only if no credits have been used**. Refund requests meeting these conditions within this period will be reviewed and processed promptly. Refunds beyond this window are generally not issued. However, in the case of technical errors or miscommunication, we may evaluate refund requests on a case-by-case basis.

8. Changes to These Terms

We reserve the right to modify or update these Terms of Service and our Privacy Policy at any time, for any reason, **without prior notice**. Any changes will be effective immediately upon posting to our website. Your continued use of the Product after any such changes constitutes your acceptance of the revised Terms and/or Privacy Policy.

9. Governing Law

These Terms and your use of the Product shall be governed by and construed in accordance with the laws of Romania, without regard to its conflict of law principles.

10. Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, or interpretation thereof, or the use of the Product, will be submitted to and finally resolved by binding arbitration under the rules of a recognized arbitration institution in Romania.