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Electronic Communications

When you visit the System or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email, video meetings or by posting news on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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Trade Marks

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Online Registration

To subscribe to our one or more of our Services using the System, you must complete the online registration process, including your electronic acceptance of this Agreement, and HyperMedia SRL must then accept such online registration. HyperMedia SRL has the right to reject an online registration by a potential customer in its sole discretion, in this case HPM is not bind to provide a reason for this. If your online registration is rejected by Hypertalk.Net, you, as potential customer, are entitled to the right of submitting a new online registration for re-evaluation by Hypertalk.Net.

Registration Data

All Registration Data provided by you or on your behalf must be complete, accurate and up to date, and you are solely responsible for updating such Registration Data as necessary. HPM reserves the right to terminate this Agreement immediately in the event any Registration Data is found to be inaccurate, incomplete and/or not current at any time. You are hereby informed that Registration Data is subject to automatic processing by HyperMedia SRL for the purposes of managing Customer’s account. You will be granted with access to Registration Data and may update or correct it as necessary.

Account Password/Security

As part of the online registration process, you will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account, and you are solely responsible for any and all activities that occur under your account. You agrees to notify HyperMedia SRL immediately of any unauthorized use of your account or any other breach of security. HyperMedia SRL shall not be liable for any loss that you may incur as a result of a third party using your password or account, either with or without your knowledge and/or permission. You may be held liable for losses incurred by HyperMedia SRL and/or another party due to a third party using your account or password.

Payment Information

Payment Information means limited information related to billing and payment matters collected by HyperTalk.Net during the online registration process or by updating your account. Such Payment Information will include a valid Paypal account (the email address you are using for Paypal transactions) with available credit sufficient to pay the applicable Subscription Fees, an election of a preferred billing frequency, and other information as required by HyperTalk.Net. Subscription Fee means the fee for your use of and access to the Services as subscribed to by you. All Payment Information provided by you or on your behalf must be complete, accurate and up to date, and you are solely responsible for updating such Payment Information as necessary. You hereby authorize HyperTalk.Net, from time to time, to take steps to determine whether the Paypal account is valid. HyperTalk.Net reserves the right to terminate this Agreement immediately in the event any Payment Information is found to be inaccurate, incomplete and/or not current at any time. HyperTalk.Net shall not be responsible for any overdraft charge or other fees that may be incurred by HyperTalk.Net’s use of your Paypal account for payment hereunder.

Free Trial and Promotional Offers

HyperTalk.Net may offer certain trial and/or promotional offers from time to time. HyperMedia SRL reserves the right to discontinue or modify trials and promotional offers at its discretion and without notice. The details of any trial or promotional offers applicable to you shall be listed on your My Profile page and/or the HyperTalk.Net website offering the trial.

Subscription Fees

You are responsible for all Subscription Fees, and hereby authorizes HyperMedia SRL to obtain payment of all such Subscription Fees in accordance with the Payment Information, as stated on Invoice History page within My Profile section. You shall also be responsible for all applicable taxes or duties imposed by any government entity or collecting agency except those taxes based on HyperTalk.Net's net income. In the event you fails to satisfy your tax and/or duty obligations herein, you shall reimburse HyperTalk.Net upon demand for any taxes and/or duties paid on your behalf and shall indemnify and hold HyperTalk.Net harmless against any claim and/or liability (including penalties) resulting from your failure to pay such taxes and/or duties.

Invoicing

Invoicing will be remitted electronically to you once you purchased one of the Services. Once receiving an invoice from HyperTalk.Net, you have 10 days to dispute the invoice. Payment terms are net 15 days, unless HyperTalk.Net is notified of an invoice in dispute. Notwithstanding the foregoing, you shall pay any amounts that are not disputed in good faith within fifteen (15) days of its receipt of the applicable invoice from HyperTalk.Net, overdue amounts are subject to an interest charge of one and one percent (1%) per month compounded. In case of failing to fulfill pending payments within 15 days, HyperTalk.Net reserves the right to suspend the services related to the outstanding account.

Data Charges

You shall be responsible for all fees and charges imposed on You by your Internet and wireless providers, and other data transmission providers for data transmission used by you to access and use the Services.

Disclaimer of Warranties and Limitation of Liability

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Minors

HyperMedia SRL does not sell products and/or services to minors. HyperMedia SRL might sell or process payments for products/services targeted to minors but purchased by an adult. If you are a minor and you visit our System you may do it only under your parent or your legal guardian supervision.

Copyright Complaints

HyperMedia SRL respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement presented below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site, including the auction ID number, if applicable;
- Your address, telephone number, and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Privacy Policy

Please visit and review our Privacy Policy, which also governs your visit to the Site, to understand our practices.

Applicable law

All and any disputes arisen out of or in connection with our contract will be settled first amiably in maximum 30 days from starting. If the amiable negotiations fail any such disputes shall be settled by the law and the courts from the territorial jurisdiction of HyperMedia SRL office, as the case may be.

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