

Terms of Service

Effective Date: 23 May 2025

Company Information:

This website and the TrafMark software platform are operated by **Barvy Digital LTD**, a company registered under the laws of the Republic of Cyprus.

Registration Number: HE 475615

Incorporation Date: 23 May 2025

Registered Address: Franklinou Rousvelt, 170, LIMASSOL CHAMBERS, 2nd floor, Omonoia, 3048, Limassol, Cyprus

Director: Lysandros Lysandrou

Email: office@barvy.digital

1. Introduction

These Terms of Service ("Terms") govern your access and use of the TrafMark software platform (the "Platform"), operated by Barvy Digital LTD ("we", "us", "our"). By purchasing a license or accessing the Platform, you agree to be bound by these Terms.

2. Definitions

- **TrafMark:** A marketing software platform developed by Barvy Digital LTD, designed for CPA/CPC traffic generation, landing page management, link tracking, and analytics.
- **Client:** A business customer who obtains a license to use TrafMark.
- **SaaS License:** A license allowing access to TrafMark hosted on our servers.
- **Self-hosted License:** A license allowing the Client to deploy TrafMark on their own infrastructure.

3. Scope of Services

Barvy Digital LTD offers:

- **WhiteLabel / SaaS License:** TrafMark is hosted by us, and the Client accesses it online with configuration assistance.
- **Self-hosted License:** TrafMark source code is delivered for installation on the Client's own infrastructure, with setup and documentation support.

4. License Grant

- **SaaS License:** Non-exclusive, non-transferable license to use TrafMark via the hosted platform.
- **Self-hosted License:** Perpetual, non-exclusive license to run TrafMark on own servers, with the right to modify the code for internal use. Redistribution or resale requires prior written consent.

5. Intellectual Property

All intellectual property rights to TrafMark remain the exclusive property of Barvy Digital LTD. Self-hosted clients receive the right to use and modify, but not to own or transfer the software.

6. Client Obligations

Clients agree to:

- Use the software in compliance with applicable laws.
- Be fully responsible for the data and content processed through their instance.
- Prevent unauthorized access and ensure their users comply with these Terms.

7. Payment Terms

- **SaaS License:** Monthly or one-time fees as per agreement.
- **Self-hosted License:** One-time licensing fee. Optional support packages available.
- Non-payment may result in suspension or revocation of license rights.

8. Usage Restrictions

Clients may not:

- Reverse-engineer or disassemble TrafMark unless explicitly allowed by law.
- Use TrafMark to develop competing services.
- Resell or sublicense without written permission from Barvy Digital LTD.

9. Limitation of Liability

To the extent permitted by law:

- Barvy Digital LTD shall not be liable for any indirect or consequential damages.
- Our total liability is limited to the amount paid by the Client in the last 12 months.

10. Warranty Disclaimer

TrafMark is provided "as-is", with no guarantees of uninterrupted service or compatibility, especially in self-hosted environments.

11. Termination

We or the Client may terminate the agreement:

- In case of breach of Terms not resolved within 30 days.
- By mutual agreement.
After termination, usage rights under SaaS will cease. Self-hosted clients must adhere to license terms.

12. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of Cyprus. Any legal matters will be resolved in the courts of Cyprus.

13. Amendments

These Terms may be updated from time to time. The latest version will always be available at:

<https://trafmark.center/documents/TermsOfService.pdf>