

ALNY Market - Terms of Use

Last updated: March 20, 2023

Please read these terms and conditions carefully before using Our Service.

1. Interpretation and Definitions

1.1. Interpretation. Unless the context expressly requires otherwise, the following apply to the interpretation of these ALNY Market Terms of Use:

- The plural and singular words each include the other.
- The masculine, feminine and neutral genders each include the others.
- The word “or” is not exclusive.
- The word “includes” and “including” are not limiting.
- The headings in these ALNY Market Terms of Use are included for convenience and do not affect the construction or interpretation of any provision thereof or the rights or obligations of a Party.

1.2. Definitions. For the purposes of these Terms and Conditions:

- “Affiliate” means any Person controlling, controlled by, or under common control with a Party. The term “control” means, with respect to a company, the right to exercise, directly or indirectly, more than 50% (fifty percent) of the voting rights attributable to the shares of the controlled corporation, and with respect to any Person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of such Person’s management or policies.
- “Account” means a unique online account with the unique identification name created and reserved by Us for You to access Our Service or parts of Our Service.
- “App” means ALNY mobile application or a website which can be used on mobile and other devices with internet connection where the Membership Programs/Services offered by the Company to You may be ordered and which all intellectual and industrial rights are exclusively owned by the Company.
- “Company” (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to ALNY Market LLC.
- “Country” refers to the Republic of Georgia
- “Membership Program” means any of the programs for individuals, having a valid and legitimate Account, which programs are included in the Service and advertised by the Company from time to time. Each Account may at Your sole discretion may participate in a one or several Membership Programs and there is no limitation for a maximum number thereof.
- “Payment Method” means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through Your Account with a third party. Unless You cancel your membership before Your next billing date, You authorize Us to charge the applicable fee for the next billing cycle to Your Payment Method.
- “Service(s)” refer(s) to all Company’s products, including, inter alia, the initial monthly subscription for usage of the App and all and any of Membership Programs, as well as monthly access thereto.
- “Terms and Conditions” (also referred as “Terms”) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- “Third-party Social Media Service” means any services or content (including data, information, products, or services) provided by a third-party that may be displayed, included or made available by the Service.
- “Website” refers to www.alny.ge; <https://apps.apple.com/ge/app/alny-market/id1645518900>, <https://play.google.com/store/apps/details?id=ge.alny.market>,
- “You” means an individual who accesses or uses the Service, or any company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

2. Acknowledgement

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Data Privacy Policy of the Company. Our Data Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the App or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

3. User Accounts

You may begin using Your Account on the App in accordance with these terms by downloading the App via the web-link, filling out the sections required for registration, confirming Your personal data in line with our Data Privacy Policy, providing Your GSM number and entering the password.

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your Account on Our Service. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service. You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorised use of Your Account, in which case We will endeavour to temporarily block Your Account immediately upon receipt of such notification. For the avoidance of doubts, the Company is not held liable for any and all losses or damages due to the accidental or intentional unauthorised or fraudulent access of third parties to Your Account in the violation of the safety measures which You are expected to undertake when using Our Service.

4. Membership Programs

To use Our Service, you must have Your own internet access and a ready device with an App, which operating capacity and functioning are solely Your responsibility, and the Company explicitly is indemnified herewith for any improper operation of those in any manner whatsoever.

Your Account upon activation via the App shall be linked to the obligatory monthly subscription to allow full and uninterrupted access to the App; applicable fee for such monthly subscription must be paid by You within a maximum of fourteen (14) calendar days from the date of Your Account activation, and which can be paid either on the monthly basis or per annum (for twelve (12) months ahead). Should you fail to effect payment of the applicable fee within the aforementioned period – the Company reserves rights to terminate Your Account and delete it without a possibility for renewal or recovery.

You may access any of the Membership Programs on Our App via Your Account after activation of the later and payment of the monthly subscription. Membership Programs shall be paid for individually and separately from the monthly subscription and shall be at Your own choice of interest. All the details of Membership Programs can be found directly on Our App and Website. We may offer a number of Membership Programs, including memberships offered by third parties in conjunction with the provision of their own products and services. Some membership plans may have differing conditions and limitations, which will be disclosed at Your sign-up or in other communications made available to You.

We may from time to time offer special promotional offers, plans or memberships (hereinafter collectively referred to as the "Offers"). Offer eligibility is determined by the Company at its sole discretion and We reserve the right to revoke an Offer in the event that we determine You are not eligible. We may use information such as device ID, method of payment or an account email address used with Your existing or recent Membership Program to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when You sign-up for the Offer or in other communications made available to You.

We may change Our subscription plans and the price of Our Service from time to time; however, any price changes or changes to the subscription plans and Your Membership Programs will apply no earlier than thirty (30) calendar days following Our notice to You via the App or a Website. If You do not wish to accept the price change or change to Your Membership Program(s), You can cancel Your subscription before the change takes effect.

5. Billing and Payment

The membership fee for Our Services will be charged to Your Payment Method on the specific payment date indicated on Your Account page in the App. The length of Your billing cycle will depend on the type of subscription that You choose when signed up for the Services. In some cases, Your payment date may change, for example if Your Payment Method has not successfully settled, when You change your subscription plan or if Your paid membership began on a day not contained in a given month. Visit the App or Our Website and click on the "Billing details" link on Your Account page to see your next payment date. If You signed up for the App using your account with a third party as a Payment Method, You can find the billing information about your membership by visiting your account with the applicable third party.

To use Our Services and the App, You must provide one or more Payment Methods. You authorise Us to charge any Payment Method associated to Your Account in case Your primary Payment Method is declined or no longer available to Us for payment of Your monthly subscription fee or the applicable Membership Program fee(s). You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and You do not cancel Your Account, we may suspend Your access to the Service and the App until We have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge You certain fees, such as foreign transaction fees or other fees relating to the processing of Your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with Your Payment Method service provider for details.

You can update Your Payment Methods by going to Your Account page. We may also update Your Payment Methods using information provided by the payment service providers. Following any update, You authorize Us to continue to charge the applicable Payment Method(s) in line with the billing frequency of Your subscription and Membership Programs' You have chosen on the App.

Payments are non-refundable and We will not provide a refund or compensation for any partial or incomplete use by You of the Membership Programs or any of the Services. If You cancel Your obligatory monthly subscription, Your Account will be automatically closed at the end of Your current billing period. If You unsubscribe from any or all of the Membership Programs, Your Account will continue to exist within the framework of Your obligatory monthly subscription. If you signed up for Our Service using your account with a third party as a Payment Method and wish to cancel Your monthly subscription or all or any of the Membership Programs, You may need to do so through such third party.

6. Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

7. Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, in cases where any violation of the Terms, applicable laws or good faith/moral rules or misuse by You is determined, or in cases that raise security concerns. If You wish to terminate Your Account, you may discontinue using the Service by deleting Your Account. When the Account is once terminated on Your initiative, it cannot be recovered any time in future, and Your opportunity to use the Service will not be renewed or recovered. Upon termination, Your right to use the Service will cease immediately.

8. Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its Affiliates under any provision of these Terms, and Your exclusive remedy for all of the foregoing, shall be limited to the amount actually paid by You through the Service, with the deduction of all amounts, which had been paid back by the Company onto Your Account in a form of cash-back under the Membership Programs.

The Company undertakes to make all of the amount of cash-back actually accrued on Your Account as a result of Your use of the Service (if any) available to You for withdrawal from Your Account at any moment of time, including, for the avoidance of doubt, before the termination (unless Your Account is terminated due to the fraud or breach of these Terms as provided hereunder).

To the maximum extent permitted by applicable law, in no event shall the Company or its Affiliates be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any Affiliate has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some countries of Your residence do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these countries, each party's liability will be limited to the greatest extent permitted by applicable law.

9. EARNINGS Disclaimer

ALNY Market LLC, along with its manager(s), officers, directors, employees, subsidiaries, affiliates and service providers are NOT lawyers, accountants, or financial advisors, and nothing contained on the Website(s) and App (<https://apps.apple.com/ge/app/alny-market/id1645518900>; <https://play.google.com/store/apps/details?id=ge.alny.market>; <http://youtube.com/@alny3550>; www.alny.ge) (hereinafter collectively referred to as the "Tools"), including, inter alia, part of any membership program offered in the Tools is intended to be financial or legal advice. The Company is NOT an investment advisory service, NOT an investment broker, and does NOT serve as a financial advisor or provide personalised financial advice.

We cannot and do not make any guarantees about Your ability to get results or earn any money with Our ideas, information, Tools, or strategies.

Nothing on this page, any of Our Tools, or any of Our content or curriculum is a promise or guarantee of results or future earnings, and we do not offer any legal, commercial, tax or other professional advice.

Any financial numbers referenced here, or in any of Our Tools, are illustrative of concepts and calculation mechanisms only and should NOT be considered as average earnings, exact earnings, or promises for actual or future performance. Use caution and always consult Your accountant, lawyer, or professional advisor. You alone are responsible and accountable for Your decisions, actions, and results in life, and by Your registration here You explicitly agree and commit not to attempt to hold Us liable for Your decisions, actions, or results, at any time, under any circumstance.

10. "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from

or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

11. Intellectual Property Rights

All rights in relation to Our Services, intellectual property rights, Company's trademarks, Company's trade images or any and all elements of the App, including, but not limited to, design, texts, images, html codes and other codes of ALNY, as well as any and all rights in rem and personal rights, trade information, know-how, merchant ideas and concepts, devices, techniques, processes, discoveries and inventions that is related to, or have been developed and acquired through the use of, Our Service and/or Membership Programs (hereinafter collectively referred to as the "IP"), shall belong to ALNY Market LLC (the Company) exclusively.

You may not use, copy or distribute any of Our Services and IP listed above for commercial purposes, and You may not engage in or prepare any work or product derived from such IP in any manner whatsoever.

You accept that You shall not duplicate, copy, distribute, process any pictures, texts, visual and auditory images, video clips, files, databases, catalogues and lists owned by the Company and/or third parties available on the Website and/or App.

12. Governing Law

The validity, construction and application of these Terms shall be governed by and construed in accordance with the laws of the Country excluding its conflicts of laws rules.

Your use of the Service may also be subject to Your local, state, national, or international laws. You respectively agree to comply with all applicable laws, statutes, codes, rules, and regulations, which are now or may become applicable to Your use of the Service covered by, or arising out of, these Terms.

13. Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users - If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance - You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

14. Severability and Waiver

Severability. If any part of these Terms contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent of and only to the extent of such contravention, such part shall be severed from the Terms and deemed non-binding while all other parts shall remain binding.

Waiver. Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute a waiver of any subsequent breach.

15. Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on Our Service. You agree that the original English text shall prevail in the case of a dispute.

16. Changes to These Terms of Use

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least thirty (30) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us!

If You have any questions about these Terms of use, You can contact Us:

- By email: info@alny.ge

Terms of Use © 2022-2023 ALNY Market