

Terms of Service

- **Version**
 - Date: _____ (prev: 29.11.2019)
- **Agreement**
 - These Terms of Service (the "Agreement") are a legal agreement between You as the user and cux.io (the "Service") as a company registered under the name CUX Research Sp. z o. o. having its registered address situated at Robotnicza 42A, 53-608 Wrocaw, Poland ("CUX", "We", "Us", "Our").
 - CUX governs Your limited, non-exclusive and terminable right to the use of the CUX Services as defined herein. By accepting Terms of Service, or otherwise making use of the Services, You agree to be bound by the terms of this Agreement.
- **Account**
 - In order to use certain features of the Service, you must register for an account ("Account") and provide certain information that is accurate, complete, and current at all times.
 - We shall not be held responsible for unauthorized access to Your Account arising from Your failure to keep Your login credentials safe and secure.
 - It is Your responsibility to protect and maintain the confidentiality of Your login credentials. You are also responsible for notifying Us of any unauthorized use of Your account, or breach of Your Account information or password. We will not be liable for any loss that You may incur as a result of someone else using Your credentials, either with or without Your knowledge.
 - We reserve the right for Us, Our contractors or Our employees, after obtaining Your prior consent, to access Your Account and the information that You have provided for support, maintenance and servicing purposes or for any security-related, technical or billing reasons.
 - You may delete your Account at any time, for any reason, by following the instructions on the Service.
- **Access**
 - Subject to these Terms, CUX grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Service solely for your own use.
 - You acknowledge and agree that We will have no obligation to provide you with any support or maintenance in connection with the Service
 - We reserve the right, at any time, to modify, suspend, or discontinue the Service (in whole or in part) with or without notice to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Service or any part thereof
- **Subscriptions**
 - We offer different predefined Subscription Plans for Our Services. The applicable Subscription Term Plan depends on Your choice. Your Subscription Plan is selected during Your Account registration and You can choose to change Your plan at any time.
 - You may upgrade Your Subscription at any time during Your Subscription Term. We will apply fees proportionally based on days left in current billing cycle
 - You may downgrade Your Subscription at any time during Your Subscription Term. New fees will apply to the next Billing Cycle. Therefore We are not obligated to return the difference.
 - All fees quoted on Our site are exclusive of VAT or any other taxes that may be applicable in Your jurisdiction.
 - Following Your current Subscription Term, We reserve the right to amend the Subscription Plans and/or Subscription Term at any time or introduce new fees and/or subscription levels or charges. We will provide You with thirty (30) calendar days' written notice in advance during which You will have the right to unsubscribe from or change Your current Subscription.
 - A billing cycle is recurring and is set to repeat on a monthly basis, starts on the day when, unless otherwise agreed, Trial subscription expire and least for a calendar month or its multiple.
 - You can terminate the Subscription Plan anytime if will provide written notice within three (3) calendar days before the new Billing Cycle starts or by deleting your account.
 - Upon expiration of the Subscription Term, or termination, howsoever occasioned, Your Subscription Plan shall immediately terminate.
- **Payments**
 - Fees can be paid via bank transfer or with credit card
 - All charges shall be made in advance of each Billing Cycle or during Billing Cycle if applicable from Subscription upgrade
 - You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
 - All payments under these Terms are non-refundable and, unless otherwise agreed, shall be made in Euro.
 - Payments are serviced by PayLane sp. z o.o. which is located in Gdask at ul. Norwida 4, zip code: 80-280, company number: 0000227278.
- **Invoicing**
 - The fees for Subscription Plan shall be payable on the basis of a proforma invoice or invoices issued within three (3) days of the beginning of the new billing period.
 - You are obligated to make payments resulting from the proforma invoice within, unless otherwise agreed, 7 days.
 - Failure to pay Your invoices within the agreed terms will put Your account into lockout. No further services will be provided until the account is up to date

- In case of 5 days overdue of payment, we will stop collecting data for all projects related to Your account.
- In case of 10 days overdue of payment, Your account, projects and all related data will be erased. This procedure is irreversible.
- After crediting the bank account with the fee, We will issue a final (VAT) invoice.
- **Changes**
 - These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the address assigned to your account, and/or by prominently posting notice of the changes on our Website (<https://cux.io>) or in our App (<https://app.cux.io>).
 - In the event that the e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.
 - Any changes to these Terms will be effective upon the earlier of seven (7) calendar days following our dispatch of an e-mail notice to you (if applicable) or seven (7) calendar days following our posting of notice of the changes on our Website (<https://cux.io>) or in our App (<https://app.cux.io>) (but never earlier than as of the beginning of the next Billing Cycle for a particular Account).
 - These changes will be effective immediately for new users of our Service. Continued use of our Service following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.
- **Governing Law and Dispute Resolution**
 - This Agreement is governed by and construed in accordance with the laws of Poland.
 - If any dispute, claim or difference arises out of or relating to this Agreement or its subject-matter (each such event being hereinafter called a "Dispute"), the Parties shall use their best efforts to resolve the Dispute and, if they so desire, consult outside experts for assistance in arriving at such a resolution.
 - If Parties are unable to resolve dispute, it shall be subject to the exclusive jurisdiction of the Arbitration Court at the Lower Silesian Chamber of Commerce in Wrocaw.
- **Disclaimers**
 - THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ANY WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR BE RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.
 - SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- **Liability**
 - In no event shall We, nor Our directors, employees, partners, agents, suppliers, or affiliates, be liable for any direct or indirect losses, incidental losses, special losses, consequential or punitive damages, including without limitation, loss of profits, loss of data, loss of use, loss of goodwill, loss of savings and revenue, including expenses to recover lost revenue, interest losses, or other intangible losses, resulting from your access to or use of or inability to access or use the Service, any conduct or content of any third party on the Service, any content obtained from the Service, and unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.