

TERMS OF SERVICE

Last updated January 15, 2025

1. AGREEMENT TO OUR LEGAL TERMS

We are Foxtery S.L. ("Company", "we", "us", or "our"), a company registered in Spain at Calle Marc Aureli 10, Barcelona, Barcelona 08006. Our VAT number is ESB16372799.

We operate the website <http://www.foxtery.com> (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

Our service is a modular AI-powered corporate learning platform that enables continuous knowledge transfer and learning within organizations.

These Legal Terms should be read in conjunction with our Data Processing Agreement (DPA) available at [\[https://foxtery.com/policies/data-processing-agreement\]](https://foxtery.com/policies/data-processing-agreement) and our Privacy Policy available at [\[https://foxtery.com/policies/privacy-policy\]](https://foxtery.com/policies/privacy-policy). These documents form an integral part of our agreement with you.

You can contact us by phone at +34 936 940 325, email at info@foxtery.com, or by mail to Calle Marc Aureli 10, Barcelona, Barcelona 08006, Spain.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Foxtery S.L., concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

2. DEFINITIONS

"AI-Generated Content" means any content, including but not limited to courses, tests, materials, and assessments, that is automatically generated by the Service using artificial intelligence technologies.

"Authorized Users" means individuals who are authorized by Customer to use the Service, for whom subscriptions have been purchased, and who have been supplied user identifications and passwords by Customer (or by Company at Customer's request).

"Customer Content" means all materials, data, and information uploaded or submitted to the Service by Customer or Authorized Users.

"Customer Data" means any data, information, or material processed or stored by Customer or on Customer's behalf in connection with the Service.

"Fees" means all amounts payable by Customer to Company for the provision of the Service.

"Service" means Company's AI-powered corporate learning platform, including all related services, software, and updates provided by Company.

"Subscription" means the right granted to Customer to access and use the Service for the term specified in the applicable Order Form.

3. SERVICE ACCESS AND USE

3.1 Access Conditions

The Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA) or any other applicable laws or regulations.

By accessing or using the Services, you represent and warrant that:

- (1) all registration information you submit will be true, accurate, current, and complete;
- (2) you will maintain the accuracy of such information and promptly update it as necessary;
- (3) you have the legal capacity and agree to comply with these Legal Terms;
- (4) you are not a minor in the jurisdiction in which you reside;
- (5) you will not access the Services through automated or non-human means;
- (6) you will not use the Services for any illegal or unauthorized purpose.

3.2 License Grant

We grant you a non-exclusive, non-transferable, revocable license to access and use the Services strictly in accordance with these Legal Terms. Your access and use of the Services is conditional upon your compliance with our security policies, usage guidelines, and these Legal Terms.

For the security and integrity of the Services, we may impose limitations on the usage of AI features, data processing volumes, and storage capacity. These limitations will be communicated to you through your subscription plan details.

3.3 Service Availability

We commit to maintaining a Service availability of 99.9% measured on a monthly basis, excluding scheduled maintenance. In the event of any Service interruption, we will make commercially reasonable efforts to restore the Service promptly.

If the Service availability falls below 99.9% in a given calendar month, you may request a service credit of 25% of that month's subscription fee. To receive a credit, you must contact us within 30 days from the end of the month in which the downtime occurred.

Scheduled maintenance will be performed during off-peak hours, typically between 00:00 and 04:00 UTC on weekends. We will provide at least 48 hours advance notice for any scheduled maintenance that may affect Service availability. Emergency maintenance may be performed at any time if necessary to maintain the security and integrity of the Service.

3.4 Technical Support

We provide technical support services during business hours (Monday to Friday, 9:00 to 18:00 CET), excluding public holidays in Spain. Our support team will respond to requests according to the following priority levels:

- Critical Issues (Service unavailable): Initial response within 2 hours
- High Priority Issues (Service severely impaired): Initial response within 4 hours
- Medium Priority Issues (Service partially impaired): Initial response within 8 business hours
- Low Priority Issues (General inquiries): Initial response within 1 business day

All support requests must be submitted through our designated support channels: email at support@foxtery.com or through the support form in your account dashboard.

3.5 Service Updates

We regularly maintain and improve the Service through the following types of updates:

3.5.1 Security Updates: Critical security patches and updates are applied automatically to protect the Service and your data.

3.5.2 Feature Updates: New functionalities and improvements are deployed with prior notification through our customer communication channels.

3.5.3 AI Model Updates: Our AI models are periodically updated to enhance the quality and reliability of

AI-generated content.

We will make commercially reasonable efforts to minimize any disruption to your use of the Service during such updates and will provide advance notice for any updates that may affect Service functionality.

4. AI SERVICES AND CONTENT

Our Services include artificial intelligence features that automatically generate learning content and provide recommendations based on your inputs and organizational data. Your use of these AI features is subject to the following terms and conditions.

4.1 AI Features and Content Generation

The Service utilizes artificial intelligence to generate learning content, organize knowledge, and provide recommendations. The AI features include content generation based on your organizational knowledge and materials, learning path optimization and personalization, knowledge base organization and indexing, and performance analytics with recommendations.

The AI features operate according to specific quality standards, ensuring content relevance to your organizational context, compliance with your specified learning objectives, consistency with provided source materials, and adherence to your organization's terminology and style.

You acknowledge that AI-generated content is created automatically based on the information you provide. While our AI systems employ quality control mechanisms and filters, you remain responsible for reviewing and validating all AI-generated content before use. The Company shall not be liable for any decisions, actions, or consequences resulting from your use of AI-generated content.

4.2 Ownership and Usage Rights

Content generated by our AI features using your proprietary materials shall be owned by you, subject to our underlying rights in the AI technology and models. The Company retains all rights, title, and interest in the underlying AI technology, including AI models, algorithms, training methodologies, system architecture, and all improvements or enhancements thereof, regardless of whether such improvements were based on processing your content.

You grant us a limited, non-exclusive, worldwide, royalty-free license to use anonymized data derived from your use of the Services to improve our AI models and enhance service quality. This license is strictly limited to using anonymized patterns and aggregate learning, with no disclosure of your confidential or proprietary information.

4.3 Data Usage and Training

We may use anonymized and aggregated data from your use of the Services to train and improve our AI models. We implement appropriate safeguards to ensure that no confidential information or personal data is exposed through this process. You represent and warrant that you have all necessary rights and permissions to provide any content you upload for AI processing.

You may opt out of contributing to our AI model improvements by contacting us at info@foxtery.com. Such opt-out will not affect the core functionality of the Services but may impact the accuracy of AI-generated content for your specific use case.

4.4 Prohibited Uses

You shall not use the AI features of the Services to generate content that infringes intellectual property rights or violates any applicable laws or regulations. You are prohibited from attempting to reverse engineer or extract our AI models. The use of AI features must be limited to internal learning and development purposes and must not promote discrimination, harassment, or harmful activities. The Company reserves the right to monitor AI feature usage and suspend access if we reasonably believe you are violating these terms.

4.5 Third-Party AI Services

We may use third-party artificial intelligence services and models to enhance our Service capabilities, including but not limited to audio generation, video processing, and other specialized AI features. These

third-party services are carefully selected and integrated into our platform under strict security and quality control measures.

When using these third-party AI services:

- Your data may be processed by these third-party services under our supervision and control
- All third-party AI providers are bound by confidentiality agreements and data processing terms compliant with GDPR
- We maintain responsibility for the proper handling and protection of your data when using these services
- The use of third-party AI services is subject to their respective terms of service and limitations
- We regularly monitor and evaluate the performance and security of these integrations

We make no specific warranties about the accuracy or reliability of results generated by third-party AI services beyond those provided in these Terms. You acknowledge that different AI models may produce varying results, and you remain responsible for reviewing and validating all AI-generated content, regardless of which specific AI service or model was used to generate it.

5. SUBSCRIPTION AND PAYMENT

5.1 Subscription Terms

Access to the Services is provided on a subscription basis. Your subscription will continue and automatically renew until terminated. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle will depend on the type of subscription plan you choose when you subscribed to the Services.

5.2 Free Trial

We offer a 30-day free trial to new users who register with the Services. The account will not be charged and the subscription will be suspended until upgraded to a paid version at the end of the free trial. Only one free trial is available per organization, and we reserve the right to determine free trial eligibility.

5.3 Payment Methods

We accept payment through Visa, Mastercard, American Express, PayPal and bank transfer (for annual enterprise subscriptions). You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

5.4 Fees and Charges

Sales tax will be added to all prices of purchases as deemed required by us. We may change prices at any time. All payments shall be in Euros. You agree to pay all charges at the prices then in effect for your purchases and any applicable service fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We reserve the right to refuse any order placed through the Services.

5.5 Cancellation

You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term. If you have any questions or are unsatisfied with our Services, please email us at info@foxtery.com.

All purchases are non-refundable. You are responsible for all fees incurred until the end of the current subscription term, regardless of whether you use the Services during that period. No refunds will be issued for partial periods of service, downgrade refunds, or refunds for periods unused with an active subscription.

5.6 Fee Changes

We may, from time to time, make changes to the subscription fee and will communicate any price changes to you in accordance with applicable law. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Services after the price change takes effect.

5.7 Enterprise Subscriptions

For enterprise customers, custom pricing, billing terms, and subscription conditions may be negotiated separately and documented in an Order Form. Such Order Forms may include additional terms and conditions specific to the enterprise subscription and shall take precedence over these general subscription terms where applicable.

6. USER OBLIGATIONS AND PROHIBITED ACTIVITIES

6.1 Account Security and Registration

You may be required to register an account to access the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

6.2 Acceptable Use

You may access and use the Services only for lawful purposes and in accordance with these Legal Terms. You agree not to use the Services in any way that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Services.

When using our AI features, you agree to provide only data and content that you have the right to use and share. You are responsible for ensuring that your use of the Services complies with any applicable regulations and your organization's internal policies.

6.3 Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. You shall not systematically retrieve data or other content from the Services to create or compile, directly or indirectly, any collection, compilation, database, or directory without written permission from us. You shall not trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

Furthermore, you shall not circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content. You shall not disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services, nor use any information obtained from the Services in order to harass, abuse, or harm another person.

You are prohibited from making improper use of our support services or submitting false reports of abuse or misconduct. You shall not upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Services.

The Services must not be used in a manner inconsistent with any applicable laws or regulations. You shall not attempt to impersonate another user or person or use the username of another user. Additionally, you shall not interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.

6.4 User Content Standards

Any content you provide through the Services, including materials for AI processing, must comply with strict standards. The content must not contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable. Furthermore, it must not promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Your content must not infringe any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person. Additionally, it must not violate the legal rights (including the rights of publicity and

privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations.

6.5 Monitoring and Enforcement

We retain the right, but not the obligation, to monitor the Services for violations of these Legal Terms. We may take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms. Furthermore, we reserve the right, in our sole discretion and without limitation, to refuse, restrict access to, limit the availability of, or disable any of your contributions or any portion thereof.

We may, in our sole discretion and without prior notice or liability, remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems. You acknowledge and agree that we may report violations to law enforcement authorities and cooperate with such authorities in investigating any suspected illegal, fraudulent, or abusive activity.

7. DATA AND PRIVACY

We care about the privacy and security of your data. We comply with the General Data Protection Regulation (GDPR) and other applicable data protection laws. This section provides a high-level overview of our data practices. For detailed information about how we process your personal data, please refer to our Privacy Policy available at [<https://foxtery.com/policies/privacy-policy>]. For specific terms regarding data processing, please refer to our Data Processing Agreement available at [<https://foxtery.com/policies/data-processing-agreement>].

7.1 Data Processing

The Services are hosted in Germany and United States. By using the Services, you agree that your data will be processed and stored in these locations in compliance with GDPR and applicable data protection regulations. If you access the Services from any other region of the world with laws governing data collection, use, or disclosure that differ from applicable laws in Germany and United States, then through your continued use of the Services, you are transferring your data to Germany and United States, and you expressly consent to have your data transferred to and processed in Germany and United States.

7.2 Confidential Information

Any information that you provide to us and mark as confidential, or which should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, will be treated as confidential information. We will not disclose such information to any third party except as necessary to provide the Services or as required by law. This includes your proprietary learning materials, organizational data, and any other sensitive business information.

7.3 Data Security Standards

We implement strict data processing standards that meet GDPR requirements and industry best practices. This includes:

- Maintaining isolated processing environments
- Implementing appropriate data separation mechanisms
- Ensuring proper data classification
- Regular security assessments and audits
- Employee training on data protection

All data processing activities are documented and conducted in accordance with our Data Processing Agreement.

7.4 Data Retention

We will maintain your information for as long as your account is active or as needed to provide the Services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Upon termination of your subscription, we will retain your data for 30 days, during which time you may request an export of your data.

7.5 Security Measures

We implement appropriate technical and organizational measures as required by GDPR Article 32 to protect your data against unauthorized or unlawful processing and against accidental loss, destruction, or damage. These measures include encryption in transit and at rest, access controls, and regular security audits. However, no method of transmission over the Internet or method of electronic storage is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your information, we cannot guarantee its absolute security.

7.6 Third-Party Processors

We may engage trusted third-party companies and individuals to facilitate our Services, provide services on our behalf, or assist us in analyzing how our Services are used. These third parties are listed in our DPA and are bound by data processing agreements that comply with GDPR Article 28. They have access to your information only to perform specific tasks on our behalf and are obligated not to disclose or use it for any other purpose.

7.7 Data Protection Rights

Under GDPR and other applicable data protection laws, you have various rights regarding your personal data, including:

- The right to access your data
- The right to correct inaccurate data
- The right to request deletion of your data
- The right to restrict processing
- The right to data portability
- The right to object to processing

To exercise these rights, please contact us using the information provided in the Contact Us section. We will respond to your request within the timeframes required by applicable law.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Our Intellectual Property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your internal business purpose only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services, except that your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

8.2 Your License to Use

Subject to your compliance with these Legal Terms, including the payment of all applicable fees, we grant you a limited, non-exclusive, non-transferable, and revocable license to access the Services and use their functionality for your internal business purposes. This license includes the right to use AI-generated content created specifically for your organization and to download or print a reasonable number of copies of portions of the Content to which you have properly gained access. All use under this license is subject to the restrictions set forth in these Legal Terms.

8.3 Third-Party Content and APIs

Our Services may include third-party content, APIs, and integrations that are subject to separate terms and conditions. You agree to comply with any applicable third-party terms when using such content or integrations. We make no warranties regarding third-party content or services, and your use of such content

or services is at your own risk.

8.4 Your Submissions and Contributions

By sending us any questions, comments, suggestions, ideas, feedback, or other information about the Services ("Submissions"), you agree to grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Submissions.

When you post content ("Contributions") to any part of the Services or make Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you represent and warrant that the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights of any third party. Furthermore, you warrant that you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us and the Services users to use your Contributions in any manner contemplated by the Services and these Legal Terms.

8.5 Infringement Notice

If you believe that any content on the Services violates your copyright, please contact us immediately using the contact information provided in these Legal Terms. Please be advised that you may be held liable for damages if you make material misrepresentations in an infringement notice.

8.6 Rights Reserved

Any use of the Services not expressly permitted by these Legal Terms is a breach of these Legal Terms and may violate copyright, trademark, and other laws. We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

9. WARRANTIES AND DISCLAIMERS

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9.1 AI Services Disclaimer

We make no warranties regarding the accuracy, reliability, or completeness of any AI-generated content. While we strive to provide high-quality AI services, you acknowledge that artificial intelligence technology has inherent limitations and may produce imperfect or inappropriate results. These limitations include potential inconsistencies in generated content, variations in output quality depending on input data, and the probabilistic nature of AI predictions. You are solely responsible for reviewing, verifying, and validating all AI-generated content before use, including its compliance with your organization's policies, industry regulations, and applicable laws. We expressly disclaim any liability for business decisions, training programs, or other actions taken based on AI-generated content.

9.2 Technical Disclaimers

We make no warranties or representations about the accuracy or completeness of the Services' content or the content of any websites or mobile applications linked to the Services. We assume no liability or responsibility for any errors, mistakes, or inaccuracies of content and materials. Furthermore, we disclaim liability for any personal injury or property damage resulting from your access to or use of the Services, any unauthorized access to or use of our secure servers and/or personal or financial information stored therein, any interruption or cessation of transmission to or from the Services, any bugs, viruses, trojan horses, or similar threats which may be transmitted through the Services by third parties, and any loss or damage incurred as a result of using any content posted, transmitted, or otherwise made available via the Services.

9.3 Platform Availability

We do not guarantee that the Services will be available at all times. We may experience hardware, software,

or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. For the avoidance of doubt, the 99.9% Service Availability stated in Section 3.3 is our target, not a guarantee of continuous operation.

9.4 Third-Party Services

The Services may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services. You acknowledge and agree that we shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof.

This includes third-party AI services and models that we may use to provide certain features of our Services, such as audio and video generation capabilities. While we carefully select and monitor these third-party AI services, we cannot guarantee the accuracy, reliability, or availability of their outputs.

9.5 Professional Advice Disclaimer

The Services, including AI-generated content, do not constitute professional advice and should not be relied upon as such. Any reliance you place on such information is strictly at your own risk. You should always engage appropriate professional advisers for specific advice that takes into account your particular circumstances.

9.6 User Reliance

Any reliance you place on information obtained through the Services is strictly at your risk. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.1 Maximum Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF: (1) THE AMOUNT PAID BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING, OR (2) 1000 EUROS.

10.2 AI-Specific Limitations

We specifically disclaim all liability for any actions resulting from your use of any AI-generated content. This includes, without limitation, liability for business decisions made based on AI-generated content, training or educational materials created using our AI features, and any consequences of using AI-generated content in your organization. You acknowledge and agree that any decisions made or actions taken based on AI-generated content are made at your sole discretion and risk.

10.3 Release of Claims

If you have a dispute with one or more users of the Services, you release us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You expressly waive any rights you may have under any statute or common law principle that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

10.4 Force Majeure

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation. This includes any failures or degradations resulting from actions of third-party service providers, internet infrastructure issues, or other circumstances beyond our direct control.

10.5 Jurisdiction Limitations

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above limitations may not apply to you. In these jurisdictions, our liability will be limited to the fullest extent permitted by law. Nothing in this Agreement shall limit or exclude our liability for death or personal injury resulting from our negligence or for any other matter in respect of which it would be unlawful for us to exclude or restrict liability.

10.6 Essential Purpose

You agree that the limitations of damages set forth above are fundamental elements of the basis of the bargain between us and you, and the Services would not be provided without such limitations. You further acknowledge that these limitations of liability reflect a reasonable allocation of risk between the parties and form an essential basis of the bargain between us.

11. TERM AND TERMINATION

11.1 Term

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES) TO ANY PERSON FOR ANY REASON OR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION.

Where reasonably practicable, we will provide you with notice of such breach and an opportunity to cure it before terminating or suspending your account.

11.2 Account Termination

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. Upon termination, you must immediately cease all use of the Services and any license granted under these Terms shall automatically terminate.

11.3 Effect of Termination

Upon termination of your subscription or account, your right to access and use the Services will immediately cease. We will remove your access to all paid features, and you will remain liable for all amounts due up to the date of termination. You must download any AI-generated content that you wish to retain within thirty (30) days of termination, after which period we may delete such content without notice to you.

11.4 Data After Termination

Following termination or during any period of service suspension, we will maintain your data for thirty (30) days, during which time you may request an export of your data. After this period, we may delete your data from our systems without further notice. Notwithstanding the foregoing, we may retain anonymized data used for AI model training in accordance with our data processing practices and applicable laws. Such retained anonymized data shall not be used to identify you or your organization.

11.5 Survival

All provisions of these Legal Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity obligations, limitations of liability, dispute resolution provisions, and provisions related to choice of law. The termination of these Terms will not limit any of our rights or remedies at law or in equity in case of breach by you of any of your obligations under these Terms.

11.6 Early Termination

If you wish to terminate these Legal Terms, you may discontinue using the Services and cancel your subscription through your account settings or by contacting us directly. No refunds will be offered for any unused portion of a subscription period. Termination of your account includes disabling your access to the Services and may also bar you from any future use of the Services.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law

These Legal Terms are governed by and interpreted following the laws of Spain, and the use of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law of your country of residence.

12.2 Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute informally for at least sixty (60) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

12.3 Binding Arbitration

Any dispute arising from the relationships between the Parties to these Legal Terms shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be Barcelona, Spain. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of Spain.

12.4 Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

12.5 Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

12.6 Court Proceedings

Notwithstanding the foregoing, you agree that Foxtery S.L. shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

13. GENERAL PROVISIONS

13.1 Entire Agreement

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Legal Terms).

13.2 Assignment

You may not assign or transfer these Legal Terms, by operation of law or otherwise, without obtaining our prior written consent. Any attempt by you to assign or transfer these Legal Terms without such consent shall be null and of no effect. We may assign or transfer these Legal Terms, at our sole discretion, without restriction. Subject to the foregoing, these Legal Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

13.3 Severability

If any provision of these Legal Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Legal Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

13.4 No Waiver

The failure of us to exercise or enforce any right or provision of these Legal Terms shall not constitute a waiver of such right or provision. No waiver by us of any breach by you of any provision of these Legal Terms shall be deemed a waiver of any subsequent breach of the same or any other provision.

13.5 Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Legal Terms, will be in writing and given by us (i) via email (in each case to the address that you provide) or (ii) by posting to the Services. You agree that we may provide notice to you through these means.

13.6 Interpretation

The section titles in these Legal Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting these Legal Terms.

13.7 Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Legal Terms at any time. If a revision is material, we will provide at least 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 Services after those revisions become effective, you agree to be bound by the revised terms.

14. ELECTRONIC SIGNATURE AND ACCEPTANCE

14.1 Electronic Form of Agreement

You acknowledge and agree that by clicking "I Accept" or similar button, or by accessing or using the Services, you are indicating your acceptance of this Agreement and your intent to be bound by it. This electronic acceptance shall have the same legal force and effect as a handwritten signature.

14.2 Electronic Communications and Records

By using our Services, you consent to receive communications from us electronically, including emails, texts, and messages posted to your account. 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. You agree to maintain copies of all electronic communications from us for your records.

14.3 Electronic Signature Validity

You acknowledge that your electronic signature on this Agreement (including clicking "I Accept", "Submit", "Purchase", or similar buttons) is legally binding. You understand that by clicking such buttons or accessing the Services, you are consenting to be bound by this Agreement. Your electronic acceptance will signify your agreement to the terms and conditions with the same force and effect as if you had physically signed a paper version of this Agreement.

14.4 Maintaining Records

We will maintain records of your acceptance of this Agreement. You may request a copy of these records by contacting us using the information provided in the Contact Information section. You agree not to contest the validity of such records on the basis that they are in electronic form or that they were generated or maintained electronically.

15. CONTACT INFORMATION

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Foxtery S.L.
Calle Marc Aureli 10
Barcelona, Barcelona 08006
Spain

Phone: +34 936 940 325
Email: info@foxtery.com

Company Details:

Registration No.: B16372799
VAT: ESB16372799
Director: Artem Maslov

Payment Details:

Account holder: Foxtery S.L.
Bank name: BANCO BILBAO VIZCAYA ARGENTARIA S.A.
SWIFT/BIC: BBVAESMMXXX
IBAN: ES3501821015040202514386
Bank Address: C/ SAUCEDA 28, MADRID, Spain

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