

TERMS OF SERVICE

Acceptance of Terms

By using the Brandox.com web site ("Service"), all services of Brandox, you are agreeing to be bound by the following terms and conditions ("Terms of Service"), including any subsequent changes or modifications to them. If you do not agree to these Terms or to our Privacy Policy, please do not access the Brandox website or services.

Privacy and Communications

You acknowledge and agree that Brandox may occasionally send you communications regarding your account or the Service via email or through the notifications section. See the Privacy Policy.

Accounts, Passwords, and Security

You must be a registered user to access the Service. You are responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your username.

Acceptable Use and Conduct

You are solely responsible for your conduct and your data related to the Service. You agree to indemnify, defend, and hold harmless Brandox and its suppliers from any and all loss, cost, liability, and expense arising from or related to your data, your use of the Service, or your violation of these terms.

The Software and Service are made available to you, your company, and/or your customers only for personal or commercial use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. Any unauthorized use of any Brandox Service is a violation of this Agreement and certain laws. Such violations may subject the unauthorized user to civil and criminal penalties.

Appropriate Practices

Brandox reserves the right to terminate any account that it finds in violation of its Terms of Use by receiving abuse complaints higher than allowed, without refund.

Fees

Brandox will not issue refunds for unused service at any times. Users are able to opt-in to recurring billing at a level set by the user. At the end of the contract term, the contract will automatically renew indefinitely until explicitly cancelled by the user.

Cancellation must be issued via the Service. Any cancellation issued must be done fourteen (14) days prior to the end of the contract term to allow for adequate processing time.

Chargeback / Refund Policy

Brandox will not, under any circumstances, issue cash refunds for early contract cancellation. If you have a question about charges made to your account, please contact us immediately. If the charges were made in error, we will credit your account or credit card account for the appropriate amount. Brandox has a zero tolerance policy for chargebacks. Any customer who disputes a credit card payment that is found to be valid will be permanently banned from use of the Brandox. Any past due fees and costs will be sent to collections. If our collection efforts fail, unpaid debts will be reported to all available credit reporting agencies.

No Warranties or Representations

You understand and agree that the Service is provided "as is" and Brandox, its affiliates, suppliers and Resellers expressly disclaim all warranties of any kind, beyond the Refund, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on Brandox's servers. Brandox, its affiliates, suppliers and Resellers make no warranty or representation, other than the Refund, regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any user's requirements beyond the Refund. Use of the Service is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Service.

Limitation of Liability

In no event shall Brandox be liable for any indirect, special, incidental, consequential or punitive damages (including but not limited to loss of use, loss of profits, or loss of data) whether in an action in contract, tort (including but not limited to negligence), equity or otherwise, arising out of or in any way connected with the use of or inability to use this site or the materials therein or resulting from unauthorized access to or alteration of data.

Termination of Service

We reserve the right to terminate your account at any time. You also have the option of canceling your account at any time without penalty. In the event of account cancellation, you will lose all data related to your account.

Conditions

We may modify or terminate our services at any time, for any reason, and without notice. We reserve the right to modify these Terms of Service at any time without notice. Please review these Terms of Service on occasion as they may change in the future. We may, but have no obligation to, remove accounts and content containing what we determine as unlawful, offensive, threatening, defamatory, obscene or otherwise objectionable material. We will remove content that violates any party's intellectual property or these Terms of Service. An account terminated by Brandox will not be backed-up for any reason and will be immediately deleted from our servers.

Intellectual Property

Brandox claims no intellectual property rights over the material you provide to the Service. You acknowledge that Brandox owns all right, title and interest in and to the Service, including without limitation all intellectual property rights, and such rights are protected by International intellectual property laws. You agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service.

Users with questions about this Agreement or the Privacy Policy may contact Brandox at support@brandox.com or Brandox AB, Attn. Legal, Engelbrektsgatan 20, SE-211 33 Malmö, Sweden.