

Vizia Agreement

Last updated 1 February 2019

Have a look at our **human-readable summary** first, or scroll down to read the full agreement (we added summaries there too, for your convenience.)

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TL;DR Human-readable summary

When you use our Services you agree to this agreement and our [Privacy Statement](#).

Our Services are for business use only. To use the Services, you have to create an account.

We offer a Trial Period. When the Trial Period ends, you have to select a Subscription Plan or carry on using the Free Version. You pay by debit or credit card, and understand that taxes and fees may be added to our prices. Your Subscription Plan automatically renews until you decide to cancel it or one of us materially breaches this agreement.

We use reasonable care and skill in providing the Services. We always try to notify you of any changes to the Services or this agreement. You have to use the Services legally and for the purposes that we intend them to be used. For example, you cannot use the Services for spamming or to process special categories of non-public personal data (such as personal data about race, religion, or political orientation). Also, you cannot try to reverse engineer or resell the Services. If you violate this agreement, we can suspend or terminate your use of the Services.

Both you and us have limited liability in regard to each other as set out in Section 10, apart from in some serious cases required by Applicable Law (like fraud).

If we ever end up in a dispute, we will resolve it only in England, under English law.

> This agreement contains defined terms. [Jump to the definitions](#)



1. What is this document about?

- This agreement is a binding legal contract between you and Vizia.
- You may not use any Services without agreeing to this agreement: we provide the Services only on these terms.

When you use the Vizia App you agree to these terms and our [Privacy Statement](#).



2. Using the Services

- The Services are available only to non-consumers, for their internal, business use.
- If we discover that you are a consumer, we will terminate this agreement immediately.
- To access the Services, you have to create an account (either yourself or via a User in your company who creates an account for you).
- Each User login credential is individual to that User and cannot be used by anybody else.
- You will only allow the number of Users to use the Vizia App as described in your Subscription Plan.
- We may make some Services available for limited use without requiring you to register.
- We may change the Services that are available to unregistered Users or the Free Version at any time.

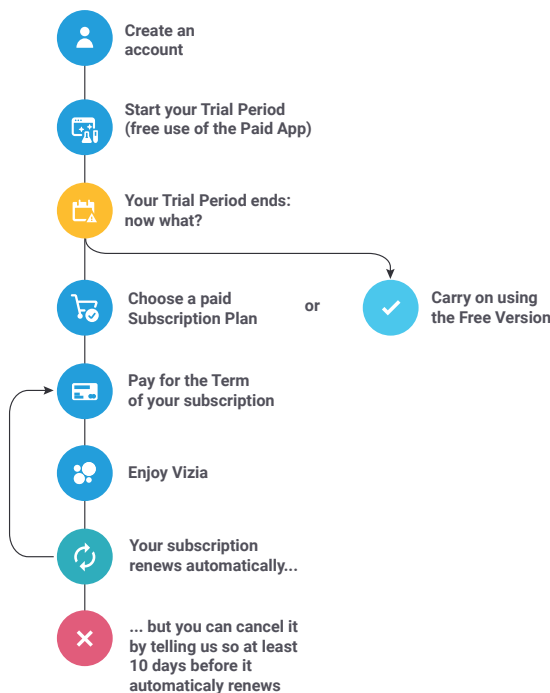
The Vizia App is only for business use and you have to create an account to use it.

If we allow you to use the Free Version without an account, its use is limited and we can revoke it.



3. Subscription and payments

THE PROCESS



3.1 Trial period

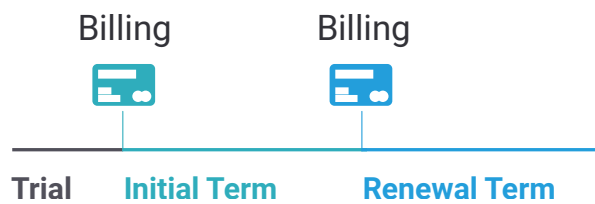
- We may offer a Trial Period, during which you can use the Paid Version for free.
- When the Trial Period ends, you can purchase a Subscription Plan, continue using the Free Version, or stop using the Vizia App.

3.2 Purchasing a subscription

- By providing your payment details when selecting a Subscription Plan, you are making an offer to purchase the Services for the Term. We accept that offer when we process your payment.
- The length of your subscription is set out in the Subscription Plan (monthly, yearly, or a custom Term.)

3.3 Electronic payment

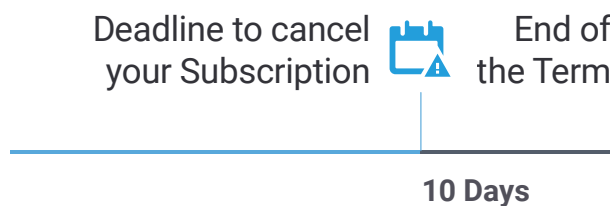
- By providing your credit or debit card details to us, you authorise us to bill your credit or debit card immediately for the Initial Term, and on the first day of any Renewal Term.



- If you provide us with your credit or debit card details during a Trial Period, we will end the Trial Period and immediately begin your paid subscription upon receipt of your payment details.
- To avoid interruption of the Services, you must let us know about any updates to your payment method.

3.4 Subscription renewal and cancellation

- Every subscription automatically renews at the end of the Initial Term or Renewal Term.
- The length of the Renewal Term will be the same as the length of your Initial Term.
- If you do not want to renew your subscription, you must let us know in by email **at least 10 days** before end of the Term.
- If we discontinue or make changes to your Subscription Plan, we will notify you **at least 30 days** before the end of your Initial or Renewal Term. You can choose between not renewing your subscription or changing to a new Subscription Plan.



3.5 Fees

- The Fees are non-cancellable and non-refundable, subject to Applicable Law.
- We may increase the Fees for any Renewal Term if we provide you with **at least 30 days'** written notice of the increase.
- Please note that if the credit or debit card you provide to us is in a different currency to that of the listed Fees, the Fees may change when they are converted to your local currency by your payment provider (and your credit card provider may charge for payment in foreign currency).

3.6 Taxes

- The Fees are exclusive of legally applicable Taxes.
- You are responsible for paying any Taxes that we are required to collect on top of the Fees.

We offer a Trial Period. When it ends, you have to choose a Subscription Plan or you can also just carry on using the Free Version, which has limited functionalities.

You'll pay by card and keep your card details updated.

We will invoice you at the beginning of your subscription term: first you pay, then you enjoy the Paid Version.

Your subscription automatically renews. If you want to cancel your subscription, you have to do so **at least 10 days** before it expires (otherwise, it auto-renews again).

We don't offer refunds.

If we plan to increase our prices for your next renewal term, we will let you know **at least 30 days** in advance.

There can be fees and taxes added to our prices.

- If you provide us with a valid tax exemption certificate from the appropriate tax authority, we will not add any Taxes to your purchase.



4. Your responsibilities

4.1 You have to use the Service as intended

You are responsible for:

- ✔ how you and your Users use the Service;
- ✔ you and your Users' compliance with this agreement (as if they were you).

You will **not**:

- ✘ sell, resell, license, sublicense, distribute, or otherwise make the Services (including any data within the Services) available to anybody other than your Users;
- ✘ subject to Applicable Law, attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form any part of the Services;
- ✘ use the Services to violate Applicable Law, including Applicable Law about data protection, privacy, or information security;
- ✘ upload into the Vizia App any data that contains non-public special categories of data, such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation;

or

- ✘ purposefully, recklessly or negligently interfere with or disrupt the integrity or performance of the Services, including spamming, hacking, violating or circumventing our API rate limits, or similar activities.

You and your Users must use the Vizia App according to this agreement.

Only you and your Users can use the Vizia App. You cannot resell, sublicense, or share the Vizia App with anyone else.

Don't use the Vizia App for illegal and unlawful purposes.

Don't use any special categories of non-public data in the data displays you create in the Vizia App.

Don't try to reverse-engineer the Vizia App, hack it, or disrupt its performance.

4.2 You have to keep your account and credentials secure

You are responsible for:

- ✔ ensuring that any user IDs and passwords required for you or your Users to use Services are kept safe and confidential;
- and
- ✔ promptly notifying us if you find out that the security of a user ID or password is, or may be, compromised.

Keep your ID and password secret, and let us know if you think someone stole them.

Don't give access to the Vizia App to unauthorized people.

4.3 You have to respect privacy and protect end users

You will **not**:

- ✘ knowingly display, distribute, or otherwise make available any data from the Vizia App to any person or entity that you reasonably believe will use the data in any manner that would have the potential to be inconsistent with any individual's reasonable expectations of privacy;
- or
- ✘ subject to Applicable Law, without our prior written consent, display, distribute, or otherwise make the Vizia App available to any member of the US intelligence community or any other government or public sector entity.

Don't use the Vizia App to violate people's reasonable expectations of privacy.

Keep the Vizia App for yourself. Don't share it with governments, intelligence services, or to people who may misuse it.



5. Our responsibilities

We promise that during the Term:

- ✔ we will provide the Services with reasonable skill and care;
- ✔ when properly used on an operating system for which it was designed, the Vizia App will perform substantially in accordance with the functions described at <https://www.vizia.io/pricing/>;
and
- ✔ If Your Data contains any personal data, we will process it in accordance with our Data Processing Addendum available at <https://www.vizia.io/legal/vizia-data-processing-addendum/>;
and
- ✔ we will have all licences and permissions necessary to perform our obligations under this agreement.

We make **no promises** that:

- ✘ the Website or the Vizia App will always be available or use of them will be uninterrupted;
- ✘ we will allow you to display any specific types of data or content, or that you may be able to access third party sites or applications via the Services;
or
- ✘ that the Services will provide you with any particular insight.



6. Intellectual property

6.1. We keep our intellectual property rights

We or our licensors own all intellectual property rights in the Services. Except for your right to use the Vizia App and the Website, you are not granted any rights in or to use our intellectual property rights.

6.2. You give us a licence to use your feedback

You agree that we may freely use, sell, incorporate or otherwise exploit any suggestion, feedback, or request that you provide to us arising out of the use of the Services.

6.3. Your rights in Your Data

You have the right, title, permissions, and interest in Your Data to make it available to us for processing.

We are doing our best to build a good service, but we cannot promise it will be perfect.

For example, we don't support all possible third party apps or types of data. We also cannot guarantee that the service will always be up and running.

If Your Data contains any personal data, we will process it in accordance with a special addendum we point you to below.



7. Privacy and publicity

- We collect and process User data in accordance with our [Privacy Statement](#).
- We will not disclose that you are a customer without your prior written consent.



8. Suspension and termination

The Vizia App is our intellectual property. Don't steal it or copy it!

We can use your feedback in product development.

You ensure that you own Your Data, or you have the necessary permissions to use it in the Vizia App.

8.1. Suspension

- If you use the Services in violation of this agreement, we may suspend your use of the Services (in whole or in part).
- If we suspend the Services, we may refuse to restore the Services until we receive an assurance from you, in a form that we accept, that there will be no further breach of this agreement.

If you break the rules, we'll suspend your ability to use the Services.

8.2. Mutual termination

A party may terminate this agreement by written notice to the other party at any time if:

- the other party is in material breach and the breach is not remediable;
 - the other party is in material breach and the breach is remediable, but the breach is not remedied **within 30 days** of being notified in writing of the breach;
- or
- the other party begins insolvency proceedings or becomes the subject of a petition in liquidation or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors or, in relation to you, any analogous event in any relevant jurisdiction.

Either of us can terminate this agreement if the other party does something so bad that cannot be fixed, or doesn't want to fix it, or is going insolvent.

8.3. Accrued rights and liabilities and survival

Termination of this agreement, however arising, does not affect the accrued rights and liabilities of the parties as at termination. All sections of this agreement that need to survive termination in order to give effect to them, survive termination.

Some rights and liabilities are still valid even after this agreement is terminated (for example, each party's liability cap under section 9).



9. Liability

9.1 What the parties are always liable for

You and we are each **always liable** for all liabilities that cannot be excluded or limited under Applicable Law (for example, fraud or personal injury caused by a party's negligence.)

Each of you and us are **always** liable where the law requires us to be liable, like for fraud.

In case either of us is liable for something, we agree to limit the amount of damages.

PLEASE READ THE FOLLOWING SECTIONS CAREFULLY!

9.2 Losses a party is never liable for and scope of what "Liability" means

Subject to sections 9.1 and 9.3, a party is only liable for Losses that the other party suffers as a direct and reasonably foreseeable result of a party's breach of its obligations under this agreement. Other than as set out in section 9.1 and the previous sentence, neither you or us is liable to the other for any other Losses of any kind.

9.3 Our maximum liability

Each party's total liability arising out of the Services, will **never be higher**, in aggregate, **than the greater of:**

- £30,000
- or
- 110% of the fees for the Services incurred during a Contract Year.



10. Indemnity

10.1 Indemnity

Notwithstanding section 9, you agree to indemnify us against any Losses we suffer (whether from third party Claims or otherwise) arising from your breach of section 4.1 or 6.3. Any Claims under this indemnity are not limited by section 9.2 or section 9.3; and no pay-out under this indemnity counts towards the limits in section 9.3.



11. Miscellaneous

11.1 No third party rights

Nobody except you and us are able to enforce this agreement against each other. No-one else has any rights whatsoever.

This agreement applies only to you and us.

11.2 Notice

Each party will deliver notices for **legal service or material breach** by a courier service or recorded delivery, to the following addresses:

- **Our address:** Our registered office
- **Your address:** Address we have for you on file

Notices **for any other matter** may be by email, to the following addresses:

- **Our address:** info@vizia.io
- **Your address:** email address we have for you on file

"In writing" means that we can communicate via email in most cases. However, in case we need to communicate about a legal issue, we must use a courier service.

A party is deemed **to have received notice** as follows:

- **Recorded delivery/courier service:** Three London, UK business days after posting
- **Email:** 24 hours after it is sent

11.3. Force Majeure

Neither party is liable for a breach caused by an event beyond its reasonable control, including a natural disaster, disease outbreak, war, riot, terrorist action, civil commotion, malicious damage, government action, industrial action or dispute, fire, flood, storm, or failure of third party telecommunications services.

Neither of us is liable in case of unavoidable catastrophes (!) that prevent us from carrying out our obligations.

11.4 No representations

This agreement forms the entire agreement between us and you.

You agree that no representations were made before entering into this agreement and that you do not rely on, and will have no remedy in respect of, any statement, representation, warranty, or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as set out in this agreement.

This agreement is the only contract between you and us.

11.5. Invalidity

If any term of this agreement is found invalid, illegal or unenforceable, the rest of this agreement remains in effect.

11.6 No waiver

Either party's delay or failure to enforce a term of these agreement is not a waiver of that right and does not prevent that party from later enforcing that term or any other term.

If you or us don't act to enforce this agreement, it doesn't mean that we gave up on the right to do so later.

11.7 Governing law and jurisdiction

English law governs this agreement, including any non-contractual disputes or claims related to it. You and we also agree that English courts have exclusive jurisdiction over our relationship.

If we ever end up in a dispute, we will resolve it in England, under English law.



12. Definitions

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Applicable Law: any legally binding obligation applicable to a party, including statutes, rules, regulations, codes, court rulings, or any other binding requirement.

Claim: any claim, action, suit, dispute, or proceeding.

Contract Year: the period starting at the beginning of the Initial Term and ending on the first anniversary of the Initial Term and each subsequent 12 month period thereafter, provided that the last contract year starts on the last anniversary of the beginning of the final Initial Term and ends on the termination of the Agreement.

Fees: the fees that you owe to us, based on your Subscription Plan.

Free Version: the free version of the Vizia App.

Initial Term: the initial term of your subscription, as set out in the Subscription Plan that you purchase.

Losses: any losses, damages, liabilities, awards, and costs (including court costs and reasonable attorneys' fees) related to a Claim.

Paid Version: the versions of Vizia that are available for purchase.

Renewal Term: a renewal of your subscription of a period of time equal to the Initial Term.

Services: the provision of the Vizia App, the Website, and any other services that we agree to provide to you.

Subscription Plan: any one of our subscription plans, as set out at <https://www.vizia.io/pricing/>.

Taxes: legally applicable taxes, levies, duties or similar governmental assessments, including goods and services, value-added, and sales taxes.

Trial Period: a trial period, during which you can use the Paid Version without being obligated to pay the Fees.

Term: for the Paid Version means the Initial Term or Renewal Term, as applicable; and for the Free Version means whenever you have a right to use the Free Version.

User: an individual (human) user of the Vizia App.

Vizia (and "we" "us", or "our"): Vizia Ltd., an English company, with company number 11796969, having its registered office at Sovereign House, Church Street 1st Floor, Brighton, BN1 1UJ.

Vizia App: the data display and visualization software application as generally described on the Website.

you: if you are an individual accepting this agreement **on your own behalf**, we mean you. Or, if you are an individual accepting this agreement **on behalf of a company or legal entity**, we mean that company or legal entity.

Your Data: data that you make available for display and visualisation in the Vizia App.

Website: www.vizia.io.

This is what all those Words Starting With A Capital Letter mean.

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