

Terms & conditions

These Terms & conditions were last updated on July 15, 2022

1. Introduction

vAIsual, Inc. and its affiliates, including vAIsual Ltd. and vAIsual kft. (collectively, "**vAIsual**," "**we**", "**us**", or "**our**") own and operate the websites located at <https://vaisual.com/>, and <https://www.datasetshop.com/> (collectively, the "**Websites**"). We refer to the Websites, any features or functionality available through the Websites, and all other products and services provided by vAIsual collectively herein as the "**Services**."

These Terms & conditions (these "**Terms**") govern your use of the Services and all information, data, reports, and other content available via the Services (collectively "**Content**") and are agreed to between you as an individual or, if you represent an entity or other organization, that entity or organization (in either case, "**you**" or "**your**") and vAIsual.

All access to and use of the Content or Services is subject to the terms of these Terms and the End User License Agreement (whether in the form of an online End User License Agreement submitted through the Services, by way of email, phone, or otherwise) with vAIsual (your "**End User License Agreement**").

2. Binding

Please carefully read these Terms. By registering with, accessing, or otherwise using this Website, other Services, or any Content (or by submitting an End User License Agreement for any Content or Services) or by clicking "I agree" to these Terms, you hereby agree that you have read and agree to be bound by the terms and conditions of these Terms. If you do not agree to these Terms, we are not willing to provide you with access to or use of the Content or Services and you must not access or use the Content or Services. If you access or use the Content or Services, you acknowledge that you agree to be bound by these Terms. For clarity, the mere use of this Website implies your knowledge and acceptance of these Terms. In some particular cases, we may also ask you to explicitly agree to these Terms or additional terms.

If you are entering into these terms on behalf of an entity or organization, by registering with, accessing, or otherwise using this Website, other Services, or any Content (or by submitting an End User License Agreement for any Content or Services) or by clicking "I agree" to these Terms, you represent and warrant that you have authority to bind that entity or organization to these Terms. If you do not have such authority, or you do not agree to be bound by these Terms, do not access or use any part of the Content or Services.

These Terms are entered into as of the earlier of the date you first submit an End User License Agreement relating to the Content or Services or first access or use the Content or Services (the "**Effective Date**").

3. End User License Agreements

All End User License Agreements placed by you for any Content or Services will be governed by the terms of these Terms. We will confirm your End User License Agreement either through the Services at the time you submit your End User License Agreement or by providing you with access to the Content or Services specified in your End User License Agreement. These Terms will govern and control the terms of each End User License Agreement under these Terms. By accessing or using any of the Content or Services, you agree to be

bound by the terms of these Terms and each applicable End User License Agreement with respect to such Content or Services.

4. Electronic Communication

By using the Content or Services or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on the Services or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including any requirement that such communications be in writing.

5. Intellectual Property

5.1. Services and Content. We or our licensors own and control all of the IPR (as defined below) in the Websites, Services, Content, and the data, information, and other resources displayed by or accessible within the Services.

5.2. Technology. The Services, and the Content, databases, software, hardware, and other technology used by us or on our behalf to operate the Services, and the structure, organization, and underlying data, information, and software code thereof (collectively, the “**Technology**”), may constitute valuable trade secrets of ours. You will not, and will not permit any third party to: (a) access or attempt to access the Technology except as expressly provided in these Terms; (b) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Technology; (c) use automated scripts to collect information from or otherwise interact with the Technology; (d) alter, modify, reproduce, or create derivative works of the Technology; (e) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third party; (f) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (g) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (h) monitor the availability, performance, or functionality of the Technology; or (i) interfere with the operation or hosting of the Technology. We use reasonable means to protect the security of the Services, but you acknowledge that perfect security on the internet is impossible and we make no absolute guarantees of security.

5.3. Ownership. We retain all rights, title, and interest, including all IPR, in and to the Technology and any additions, improvements, updates, and modifications thereto. You receive no ownership interest in or to the Technology and you are not granted any right or license to use the Technology itself, apart from your ability to access the Content or Services under these Terms. The vAIsual names, logos, and all product and service names associated with the Content or Services are trademarks of ours and our licensors and providers and you are granted no right or license to use them. For purposes of these Terms, “**IPR**” means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information, or intangible property throughout the world, including any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

5.4. All Rights are Reserved. Unless specific terms governing certain Content or Services expressly state otherwise, under these Terms you are not granted a license or any other right under any IPR of ours. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any Content or Services (including any resources on the Services) in any form, without our prior written permission (in each case), except and only insofar as otherwise stipulated in regulations of mandatory applicable law (such as the right to quote).

6. Newsletter

Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our Websites.

7. Third-Party Property

The Services may include hyperlinks or other references to third-party websites. We do not monitor or review the content of any third party's website that is linked to from the Services. Products or services offered by third-party websites shall be subject to the applicable terms and conditions of those third parties (each, a "**Third-Party Service Agreement**"). The terms of any Third-Party Service Agreement will apply to the applicable third-party products or services provided under that Third-Party Service Agreement in addition to the terms of these Terms but will not apply to any other products, services, or Content you may access through the Services. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these third-party websites. You bear all risks associated with your use of or access to any such third-party websites and any related third-party products or services. We will not accept any responsibility or liability for any loss or damage in whatever manner, however caused, resulting from your disclosure to one or more third parties of personal information.

8. Responsible Use

By visiting any of our Websites or by otherwise accessing or using the Services, you agree to use the Services only for the purposes intended and as expressly permitted by these Terms, any additional contracts with us (including your End User License Agreement), applicable laws, rules, and regulations ("**Laws**"), and generally accepted online practices and industry guidelines. You shall not use our Websites or the Services to: use, publish, or distribute any material which consists of (or is linked to) malicious computer software; use data collected from the Services or any Content for any direct marketing activity; or conduct any systematic or automated data collection activities on or in relation to the Services.

Engaging in any activity that causes, or may cause, damage to the Services or that interferes with the performance, availability, or accessibility of the Services is strictly prohibited.

9. Registration

Before accessing certain portions of the Services, you may be required to register for an account on the Services (an "**account**"). Approval of any request to establish an account will be at our sole discretion. During the account registration process, you may be required to choose a password. Each account and the user identification and password for each account (the "**Account ID**") is personal in nature. You are responsible for maintaining the confidentiality of your Account ID and agree not to share your Account ID or secured access to the Services with any other person. You must not allow any other person to use your account or Account ID to access the Services or Content and you are responsible for all activities that occur through the use of your account or under your Account ID. Any transactions completed through your account or under your Account ID will be deemed to have been lawfully completed by you. You will ensure the security and confidentiality of each Account ID of yours and must notify us immediately if any Account ID of yours is lost, stolen, or otherwise compromised.

After account termination, you will not attempt to register a new account without our permission.

10. Idea Submission

If you provide to us any feedback or suggestions regarding the Services or any Content (“**Feedback**”), you hereby assign to us all right, title, and interest in and to the Feedback and agree that we shall have the right to use such Feedback and related information in any manner we deem appropriate without a duty of accounting to you. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any ideas, inventions, works of authorship, or other information that can be considered confidential or proprietary to you or any third party (e.g., your own intellectual property) (“**Your Content**”) unless we have first signed an agreement regarding Your Content or a non-disclosure agreement. If you disclose any of Your Content to us absent such a written agreement, you hereby grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate, and distribute Your Content in any existing or future media.

11. Purchases

11.1. Payment. In addition to any Content and Services available for no charge, you may be offered the opportunity to purchase, subscribe to, or otherwise obtain access to other Content or Services for an additional fee. Any purchase will be subject to any terms and conditions displayed in connection with the purchase, in addition to the terms of these Terms and any applicable End User License Agreement. Unless otherwise indicated on the Services, purchases made by you through the Services cannot be exchanged and any fees or charges in connection with those purchases or subscriptions are non-refundable. All information that you provide in connection with a purchase or other transaction through the Services will be accurate, complete, and current. You authorize us (or a company chosen to act on our behalf) to charge the credit card, debit card, mobile services account, or other payment method provided in connection with any transaction made through your account on the Services and agree to honor all charges incurred in connection with any such transaction.

11.2. Payment Processor. We currently use and reserve the right to continue using third-party payment processors (each, a “**Payment Processor**”). Your making or receipt of any electronic payment through any Payment Processor is also governed by the applicable Payment Processor’s user agreement, terms of service, and privacy policy (in each case, to the extent applicable). Unless otherwise stated in the Services, we currently use Stripe, Inc. (“**Stripe**”) as our Payment Processor for payment processing services. As a condition to you using such payment processing services, you agreed to be bound by the [Stripe Connected Account Agreement](#), which includes the [Stripe Services Agreement](#) (collectively, the “**Stripe Services Agreement**”), as the same may be modified by Stripe from time to time. As a condition of our enabling payment processing services through Payment Processors, you agree to provide us with accurate and complete information about you and your business, and you authorize us to share with Payment Processors such information and transaction information related to your use of the payment processing services provided by such Payment Processors. If the Stripe Services Agreement or your use of Stripe’s services is terminated by Stripe, you may not be able to use certain portions of the Services. We may change or add other Payment Processors at any time with or without notice to you, and your use of payment processing services via such Payment Processors may be subject to additional terms or conditions.

12. Termination of Use

We may, in our sole discretion, at any time modify or discontinue your access to, temporarily or permanently, the Services or any Website thereon or Content available therethrough. You agree that we will not be liable to you or any third party for any such modification, suspension, or discontinuance of your access to, or use of,

any Content, Website, or other Services or any content that you may have shared via the Services. You will not be entitled to any compensation or other payment, even if certain features, settings, or any content you have contributed to or Content have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the Services.

13. Termination of these Terms

These Terms may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under these Terms. Upon termination of these Terms for any reason: (1) all rights and subscriptions granted to you under these Terms will terminate; (2) you will immediately cease all use of and access to the Services and all Content, including any Content you obtained prior to termination; and (3) we may, in our sole discretion, delete your account at any time. Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14.2, 15, 16, 17, 20, 22, 24, 26, 27, and 28 will survive any expiration or termination of these Terms.

14. Representations and Warranties

14.1. Mutual. Each party hereby represents and warrants to the other party that: (a) it has the legal right and authority to enter into these Terms; (b) these Terms form a binding legal obligation on behalf of such party; and (c) it has the legal right and authority to perform its obligations under these Terms and to grant the rights and licenses described in these Terms.

14.2. Compliance with Laws; Prohibition against Criminal Behavior. You acknowledge that the Services are a general purpose online service and are not specifically designed to facilitate compliance with any specific Laws. You acknowledge that you will access and use the Services in compliance with all Laws applicable to you and any Content you may access through the Services. We are not responsible for notifying you of any such Law, enabling your compliance with any such Law, or for your failure to comply. You represent and warrant to us that your use of and access to the Services, including any Content available therethrough, will comply with all Laws and will not cause us or any end user of the Services or Content to violate any Laws.

15. Warranties and Liability

15.1. Disclaimers. Nothing in this Section 15.1 will limit or exclude any warranty implied by law to the extent that it would be unlawful to limit or to exclude (as applicable). The Services and all Content are provided on an "as is" and "as available" basis and may include inaccuracies or typographical errors. Except for our express warranties set forth in Section 14.1, we and our licensors expressly disclaim all warranties of any kind, whether express or implied, as to the availability, adequacy, accuracy, or completeness of the Services or Content and do not endorse the views or opinions that may be expressed in the Content or other data, information, or third-party content that may be provided through the Services. We and our licensors make no warranty or guarantee that:

- the Services, Content, or our other products or services will meet your requirements;
- the Services or Content will be available on an uninterrupted, timely, secure, or error-free basis; or
- the quality of any Content or other product or service purchased or obtained by you through the Services will meet your expectations.

Except for our express warranties set forth in Section 15.1, we and our licensors expressly disclaim any and all warranties and representations of any kind with regard to the Services, Content, and other subject matter of these Terms, whether express, implied, or statutory, including any warranties of fitness for a particular purpose, merchantability, title, and non-infringement. No oral or written information or advice given by us or our employees, agents, or licensors will increase the scope of, or create any new warranties in addition to, the warranties expressly set forth in Section 15.1.

Nothing on the Services constitutes or is meant to constitute, legal, financial, or medical advice of any kind. If you require advice you should consult an appropriate professional.

15.2. Limitation on Liability. The following provisions of this Section will apply to the maximum extent permitted by applicable Laws and will not limit or exclude our liability in respect of any matter for which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect, incidental, special, exemplary, or consequential damages or any damages for loss of profits or revenue, loss or corruption of data, software, or database, loss of or harm to property or data, or procurement of substitute content, goods, or services incurred by you or any third party, arising from your access to, or use of, the Services or any Content, even if we have been advised of the possibility of such damages.

Except to the extent your End User License Agreement expressly states otherwise, our maximum liability to you for all damages arising out of or related to these Terms, all Content and Services provided under these Terms, and any products and services marketed or sold through the Services, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort, or otherwise) will in no event exceed the greater of \$100 or the total price that you paid to us to purchase such products or services or to use or access the Services or any Content in the twelve (12) month period immediately preceding the first event giving rise to such liability. Such limit will apply in the aggregate to all of your claims, actions, and causes of action of every kind and nature. You agree that we would not enter into these Terms without these limitations on our liability. In jurisdictions where limitation of liability for consequential or incidental damages is not permitted, our liability is limited to the maximum extent permitted by law.

16. Privacy

In connection with establishing an account, you will be asked to submit certain information about yourself (“**Registration Information**”). You represent and warrant that: (1) all Registration Information you provide will be accurate, correct, and up to date; and (2) you will maintain and promptly update your Registration Information to keep it accurate, complete, and up to date.

We have developed a policy to address certain privacy concerns you may have. For more information, please see our [Privacy Statement](#).

17. Export Restrictions / Legal Compliance

Access to the Services from territories or countries where the Content or purchase of the products or services sold on the Services is illegal is prohibited. You may not use the Content or Services in violation of export Laws of the United States.

18. Affiliate Marketing

Through the Services we may engage in affiliate marketing whereby we receive a percentage of or a commission on the sale of services or products on or through the Services. We may also accept sponsorships or other forms of advertising compensation from businesses. This disclosure is intended to comply with legal requirements on marketing and advertising which may apply, such as the US Federal Trade Commission Rules.

19. Assignment

You may not assign, transfer, delegate, or sub-contract any of your rights or obligations under these Terms, in whole or in part and including by sale, merger, consolidation, or other operation of law, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

20. Breaches of these Terms

Without prejudice to our other rights under these Terms, if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the Services, contacting your internet service provider to request that they block your access to the Services, or commencing legal action against you.

21. Force Majeure

Except for payment obligations hereunder, no delay, failure, or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms to the extent and for as long as such delay, failure, or omission arises from any cause beyond the reasonable control of that party.

22. Indemnification

You agree to indemnify, defend, and hold harmless us and our officers, directors, shareholders, affiliates, employees, agents, contractors, assigns, users, customers, providers, licensees, and successors in interest (“**Indemnified Parties**”), from and against any and all claims, liabilities, damages, losses, fees, costs, and expenses (including attorneys’ fees, court costs, damage awards, and settlement amounts), that result from any claim or allegation against any of the Indemnified Parties arising in any manner from: (1) your access to or use of the Services, including any Content; (2) Your Content or other content you provide through the Services; or (3) your breach of any representation, warranty, or other provision of these Terms or any Laws, including any IPR or privacy rights. We will provide you with notice of any such claim or allegation, and we will have the right to participate in the defense of any such claim at our expense. You will promptly reimburse us for our damages, losses, fees, costs, and expenses relating to or arising out of any such claims or allegations.

23. Waiver

Failure to enforce any of the provisions set out in these Terms, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms or any part hereof, or the right thereafter to enforce each and every provision of these Terms.

24. Language and Interpretation

These Terms will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language. The words “include,” “includes,” and “including” mean “include,” “includes,” or “including,” in each case, “without limitation.”

25. Entire Agreement

These Terms, together with your End User License Agreement, constitute the entire agreement between you and vAIsual in relation to your use of the Services (including this Website) and Content. Unless otherwise amended as provided herein, these Terms and your End User License Agreement collectively will exclusively govern your access to and use of the Content and Services, and together are the complete and exclusive understanding and agreement between the parties regarding such subject matter, and supersede any oral or written proposal, agreement, or other communication between the parties, regarding your access to and use of the Content and Services. Except as expressly set forth in these Terms, these Terms may be amended or modified only by a writing signed by both parties.

26. Updating of these Terms

We may update these Terms from time to time. It is your obligation to periodically check these Terms for changes or updates. When changes are made, we will make a new copy of these Terms available on the Services. We will also update the “last updated” date at the top of these Terms (i.e., the date provided at the beginning of these Terms is the latest revision date). Changes to these Terms will become effective upon such changes being posted to the Services. You may terminate these Terms as set forth above if you object to any such modifications, and in such case, you shall stop any use of the Content and Services. Your continued use of any Content or Services following the posting of any such changes will be considered your notice of and acceptance to abide by and be bound by any and all such changes. PLEASE REGULARLY CHECK THE SERVICES TO VIEW THE THEN-CURRENT VERSION OF THESE TERMS

27. Choice of Law and Jurisdiction

These Terms shall be governed by the laws of the State of Delaware (USA), without regard to the conflict of laws provisions thereof. Any disputes relating to these Terms shall be subject to the jurisdiction of the state or federal courts located in the State of Delaware (USA), and you irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding brought in such courts by vAIsual. If any part or provision of these Terms is found by a court or other authority to be invalid or unenforceable under applicable law, such part or provision will be modified, deleted, or enforced to the maximum extent permissible so as to give effect to the intent of these Terms. The other provisions will not be affected.

28. Contact Information

The Services are owned and operated by vAIsual. You may contact us regarding these Terms by writing or emailing us at the following addresses, respectively:

Mail: vAIsual, Inc.
Attn: Legal – Terms & Conditions
300 Delaware Avenue
Suite 210-324
Wilmington, DE 19801, USA

Email: contact@vaisual.com