

Service terms and conditions

These terms and conditions specify the rules for using the UF Easy platform available at <https://app.unifiedfactory.com/> managed jointly by Unified Factory S.A. and Unified Factory LLC.

In order to use the Platform, a User should accept these Terms and Conditions and provisions of the Privacy Policy available at <https://unifiedfactory.com/privacy-policy/>. If the User does not accept the Terms and Conditions and/or the Privacy Policy, they will not be entitled to use the Platform.

The Platform may be used only by entrepreneurs. The User guarantees that the subject of the Services is directly related to the subject of their business activity.

§1. Definitions

The Terms and Conditions use the following terms:

- a) "Terms and Conditions" - this document defining the principles of using the Platform,
- b) "Platform" - Operators' platform available at <https://app.unifiedfactory.com/>, through which the Operators will provide Services to the User,

"Operators", "Joint controllers":

- Unified Factory S.A., al. Solidarności 117/309, 00-140 Warsaw,
- Unified Factory LLC, 501 Silverside Road PMB #313 Wilmington, Delaware 19809, USA,

d) "Services" - services provided by the Operators via the Platform, in particular, services of integration of communication carried out by Users through various communication channels (such as: telephone, chat, email, Facebook Messenger) with end users in an integrated omni-channel and services of data repository,

e) "User" - a legal person, an organizational unit without legal personality or a natural person running a business, which in any way uses the Platform or the services provided on the Platform by the Operators and has accepted the Terms and Conditions and the Privacy Policy,

f) "Password" - a string of at least 8 characters generated and entered into the Operators' database by the User during Account registration, used to log in the Platform by the User,

g) "Account" - personal access to the Services provided by the Operators via the Platform provided to the User.

§2. Technical requirements

1. Tools necessary to use the Platform, including the use of Services provided electronically by the Operators, are as follows:

- a) a computer or another multimedia device with access to the Internet,
- b) access to the Internet,

c) a web browser displaying on the screen hypertext documents connected on the Internet via a www network service and supporting JavaScript programming language, and, additionally, accepting “cookies”,

d) an active electronic mail address (email),

e) appropriately functioning speakers or headphones and a microphone connected to the device indicated in letter a).

2. In order to start using certain Services, the User needs to correctly install the script in the User's website code. The script is available in the User's settings panel on the Platform. For optimal operation of the Platform, the Operators recommend using Firefox or Chrome browsers in their latest versions.

3. Operators inform that they use cryptographic protection of electronic transfer and digital content by applying appropriate logical, organizational and technical measures, in particular in order to prevent third parties from accessing data posted on the Platform by the User, including by encrypting SSL, using passwords and antivirus programs and programs protecting against unwanted software.

4. The Operators inform that despite using security measures referred to in paragraph 3 above, the use of the Internet and services provided electronically may result in getting malware into the ICT system or third parties' access to data stored on this device. In order to minimize the risk, the Operators recommend the use of anti-virus systems.

§3. Services provided electronically

1. In order to use the Services, the User should register on the Platform and create an Account.

2. In order to register the Account on the Platform, the User must read the Terms and Conditions, the Privacy Policy and accept them.

3. In the framework of the Services, the Operators provide Users with access to the Platform and undertake to maintain it without unnecessary interruptions or downtime. The Operators have agreed that the entity responsible towards the Users for implementation of obligations under the Terms and Conditions is Unified Factory S.A., al. Solidarności 117/309, 00-140 Warsaw.

4. In the framework of the Services, the Operators will provide, among others, telecommunications services, which will be provided by a third party on the basis of a contract concluded between such entity and the Operators.

5. Online payments for the Services will be handled by the payment service provider. In order to make an online payment, it may be necessary to enter a number and other bank card details. Note: Bank card details are never stored on the Platform. After filling in the form containing the bank card details, the User voluntarily transfers the data to the payment service provider.

§4. Account registration by the Users

1. In order to register the Account (and, thus, achieve the User status), it is necessary to:

a) choose a subscription plan in accordance with §5 “Fees” of the Terms and Conditions,

b) create the Account by providing the following correct and complete data in the registration form:

- Email address,
- Password,

d) accept the Terms and Conditions and the Privacy Policy.

Further data may be required from the User if the User wishes to use the paid Services (including data necessary to issue an invoice and settle payments for Services).

2. The account may be created only by a person authorized to represent the User.

3. The Operators reserve the right to extend the registration form with additional fields filled in voluntarily.

4. Immediately after sending the registration form, a Service provision contract is concluded between the Operator and the User, and the Operators begin to provide the Services.

5. The Operators may refuse to register the Account or grant the User status if the data provided at the time of creating the Account are incomplete, false or the User has not been authorised to provide it.

6. In case of any doubts as to the completeness or accuracy of the data provided, the Operators may make registration of the Account subject to submission of documents confirming the data by the potential User.

§5. Fees

1. The Operators provide the Services against payment, for remuneration the amount of which depends on the package of Services selected by the User in the Account panel. If agreed, the use of the Services may begin with a free 30-day trial period. The right to the free trial period is determined at the sole discretion of the Operators, in particular the same User may not use the free trial period more than once.

2. The User may choose various Service packages the scope and price of which are listed in the "Price list" tab at <https://unifiedfactory.com/pricing/>.

3. In order to make a phone call, the User should additionally top-up their account with a relevant sum of money (it also applies to the free trial period).

4. The remuneration is payable in advance for a given billing period, which lasts for one month and begins on the date when the payment is credited to the Operator's account, and finishes on the previous day of the following month in relation to the day corresponding to the date of starting the paid use of the Services and in the absence of such a day - corresponding to the last day of the month.

5. Before the end of the ongoing billing period, the User will receive information about possible payment for the next billing period, unless the User selected monthly automatic charging of their credit card account as a payment method.

6. If the User fails to pay the remuneration for the next billing period, the Operators may immediately limit the Services provided to the User or cease to provide Services to the User on the day when the billing period for which the payment has been made finishes. After 30 days, the Operators have the right to delete the Account and all User's data in accordance with §11 of the Terms and Conditions.

7. The User may change the Service packages. The new Service package will be launched from the next billing period, provided that the remuneration is paid by the User.

§6. Declarations of the User

1. The User should inform end users who use the User's websites or web pages that they (i) use "cookies", which collect data about activities performed by users on a given website or web page; (ii) information collected by "cookies" may be combined with other information and personal data of the end user, and should (iii) obtain consent from end users to process their personal data in this regard.

2. The User warrants that they are the authorized owner of the website on which a chat script belonging to the Operators will be located, within the scope allowing for consent to installation and operation of the scripts and provision of the Services to them.

3. If the User selects the service of recording conversations with end users, the User, before the beginning of each conversation, should inform end users about the fact of recording.

4. The User undertakes that they will not use the Services as a part of and in order to support criminal activity (contrary to criminal and international law), illegal or immoral activities, in particular they will not post a chat (chat script) containing illegal content on the websites.

5. The User is only authorised to use the content (information, data, materials, etc.) stored and transmitted through the Services. The User also bears sole responsibility for this content, in particular for not infringing the third parties' rights and legal provisions. The Operators neither control nor analyse the content stored or sent by the User through the Services, but if they receive reliable information that the User's content violates the law or third parties' rights, the Operators will be authorised, after prior notification, to remove or block access to such content.

§7. Rules for the processing of personal data

For the purposes of informing Users about the principles of the processing of personal data, a separate document, the Privacy Policy, is drafted. It may be accessed at the following website: <https://unifiedfactory.com/privacy-policy/>.

§8. Maintenance and failures

1. The operators will carry out maintenance and updating of the Platform in the manner which is the least inconvenient for quality and continuity of the Services.

2. The Operators are not responsible for any disruptions in proper functioning of the Platform or for loss resulting from force majeure, unauthorized third-party actions, or as a result of efforts made by the Operators to improve functionality of the Platform. The Operators undertake to inform, as much in advance as possible, about disturbances in functioning of the Platform, in particular about maintenance and technical breaks.

3. The User should report all failures to the following email address: happy@unifiedfactory.com . Reporting of a failure should contain a possibly precise description of the failure. Operators will remove failures for which they are responsible as soon as possible.

§9. Responsibility

1. The User is obliged to refrain from any activities which may hinder access to the Platform to other Users and actions which disrupt or prevent functioning of the Platform or services provided through it or concluding contracts by electronic means.

2. The Operators are not responsible for the use by the User and third parties of materials posted on the Platform which are inconsistent with the generally applicable laws, the Terms and Conditions and the Privacy Policy.

3. The User uses the Platform at their own risk. Operators, their branches, employees, agents, third parties providing content, third parties providing the services do not guarantee that the use of the Platform will not be disrupted and will not contain any errors.

They do not guarantee that the use of the Platform will result in achieving the expected results; neither do they guarantee accuracy, reliability and content of any information, service and products provided by the Platform or cooperating websites.

4. The websites are based on the “as is” principle, without any warranty, express or implied, including, but not limited to: warranty, title or implied warranties of merchantability or fitness for a particular purpose other than warranties which are implied and impossible to exclude, limit or modify under the provisions applicable to these Terms and Conditions and the Privacy Policy.

5. To the fullest extent permitted by the applicable law, the Operators disclaim their liability and will not be held liable for personal damage, material damage, lost profits, cost of replacement of goods or services, loss of data, loss of reputation, breaks at work, computer or hardware, or technology failure, malfunction or any direct or indirect, special, incidental, consequential, compensatory or punitive damages based on any activities arising from the use of websites or any alleged deficiencies in functioning, errors, omissions, interruptions, deletions, defects or delay in servicing, functioning or transmission on the websites, or any alleged computer virus, communication line failure, theft or destruction of property and/or unauthorized access, change or use, or posting of any records, content or technology used for and on the websites. The User agrees that liability limitation applies regardless of whether such allegations concern breach of the contract, unauthorized conduct, negligence or other cause, regardless of the basis of the claim, and even if the Operators have been informed of the possibility of such loss or damage. Without limiting generality of the abovementioned, the User expressly acknowledges that the Operators are not liable for any actual or alleged defamation, insulting or illegal behaviour of other users of websites, or other third parties.

6. To the fullest extent permitted by law, the Operators disclaim their liability for any unauthorized access or use of any User's data which enable their identification.

By joining the Platform, the User declares that they have read and accept the waiver of such liability. In case of non-acceptance, the User should not use the Platform.

7. The platform may contain links to websites or include services provided by third parties. By using such links, tools and integration services of third parties, the User may transfer their information (including personal data) directly to third parties. The User hereby acknowledges and agrees that the Operators are not liable for activities of third party services, including the procedure for collecting or using User's data by such third parties.

8. The Licensors of the Operators disclaim any liability towards the Users on the basis of these Terms and Conditions.

9. If the applicable law does not allow limitation of liability in whole or in part, the restrictions will apply to the User only to the extent permitted by the applicable law.

§10. Complaints

1. Users have the right to file complaints about functioning of the Platform and Services.

2. The User may direct their complaints to the following email address: happy@unifiedfactory.com . The complaint should identify the User and describe the events being the subject of the complaint, and in particular should contain a number assigned to the User related to the complaint.

3. The Operators will respond to the received complaint within 14 days. The User will be informed about a method of processing the complaint by email, and if the complaint has been submitted in writing, both by email and in writing.

§11. Termination of the contract

1. The User and the Operators may terminate the Service contract concluded via the Platform with immediate effect in case of gross violation of the provisions of the Terms and Conditions and/or the Privacy Policy by the other party, in particular the Operators will be authorised to immediately terminate the Service contract if:

a) the User installs scripts containing illegal content on the websites;

b) the User introduces changes to the Platform which are unauthorized by the Operators.

2. In the event of termination of the Service contract (e.g. as a result of termination or non-payment by the User for the next billing period), the User must immediately cease using the Services.

3. All the content stored and sent by the User within the framework of the Services will be deleted by the Operators within 14 days from the date of termination of the Services.

§12. Final Provisions

1. The Terms and Conditions may change, which will be communicated by the Operators. If the User would like to discontinue using the Services, they may do so within 14 days from the date of receipt of the information on changing the Terms and Conditions. By continuing to use our Services after changing the Terms and Conditions, the User will agree to the change.
2. The Operators may inform about the conclusion of a Service contract with the User for the purposes of marketing of their services, including in their portfolio contained on the operators' websites, using a name of the company and User's logo, including its registered trademark.
3. All disputes arising from or related to the Terms and Conditions or Services are subject to resolution of a common court, locally competent for the offices of the Operators.
4. If any provision of the Terms and Conditions appears to be legally ineffective or invalid in whole or in part, it does not affect validity and force of the remaining provisions of the Terms and Conditions.
5. This version of the Terms and Conditions comes into force on 03.09.2018.
6. The current version of the Terms and Conditions is available for download also in a PDF format.