

Visor.ai Terms & Conditions

General Contract Terms

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR PLATFORM (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE PLATFORM IN ANY MANNER.

BY AND BETWEEN

On the one hand, Jesbeetech, Lda. (from now on, “Visor.ai”), with registered office on Pci, Creative Science Park Aveiro Region, Via do Conhecimento 3830-352 Ílhavo and holder of Tax ID Code No.: 513889213. And on the other hand, the counterparty (from now on, “counterparty”) accepting Visor.ai Terms & Conditions when login to our platform. Both Parties, recognizing mutually and reciprocally their full capacity to be bound by this Contract, grant the following:

RECITALS

1. Subject

Together with the contract and its appendices, these General Contract Terms form the contractual agreement between the counterparty and Visor.ai.

You represent, warrant, and agree that you will not contribute any content (each of those terms is defined below) or use the platform in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including Visor.ai);
- (b) Violates any law or regulation, including any applicable export control laws;
- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardizes the security of your platform account or anyone else’s;
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information relating to the services.

A violation of any of the preceding is grounds for termination of your right to use or access the Visor.ai platform.

2. Parties’ areas of responsibility

Visor.ai is responsible for chatbot’s installation and operation on the website, Facebook Messenger associated with the counterparty Facebook Page and its connection to the rates and availability, as well as WhatsApp. Visor.ai guarantees uninterrupted maintenance of the chatbot. The counterparty notes that Visor.ai’s platform is a too complex system, for which it is impossible to fully preclude technical faults.

3. Who is responsible for what I see and do on the platform?

Any information or content publicly posted or privately transmitted through the chatbot is the sole responsibility of the person from whom such content originated. You access all such information and content at your own risk. We aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to decide how you may interpret and use the platform.

You are responsible for all content you contribute, in any manner, to the platform, and you represent and warrant you have all rights necessary to do so in the way in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the chatbot.

4. Changes in terms

We are continually trying to improve our platform, so these Terms may need to change along with the platform. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notification on our platform by sending you an email and/or by some other means. If you disagree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the platform. If you use the platform in any way after a change to the Terms is effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

5. Changes in platform

We are always trying to improve the platform so that it may change over time. We may suspend or discontinue any part of the platform, or we may introduce new features or impose limits on certain features or restrict access to parts or the entire platform. We will notify you when we make a material change to the platform that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any content from the platform at any time, for any reason (including, but not limited to, if someone alleges you contributed that content in violation of these Terms), in our sole discretion, and without notice.

6. Data Protection

Visor.ai respects the European Union's applicable safety regulations, especially the *General Data Protection Regulation (GDPR)*.

We implemented an opt-in system in our platform to allow our clients to oblige their users to commit to the GDPR measures.

We are ready to delete all users' data in less than one week after he formally asks for it to our client.

We are open to developing new features that aim to ensure that our customers and we are compliant with all mandatory standards.

7. Support

Visor.ai will provide telephone and email support to the counterparty for local office hours. The Chatbot is monitored 24x7.

8. Relationship between the parties and to third parties

The counterparty is neither an agent nor a representative of Visor.ai and is not authorized to act on behalf of Visor.ai or to enter into obligations in favor of third parties for it. The counterparty must clearly distinguish between its products and services and Visor.ai products and services.

9. Liability

Visor.ai liability to the counterparty is, to the extent legally permissible, limited to damages caused by Visor.ai' willful conduct or gross negligence.

10. Confidentiality

The parties mutually agree to maintain the confidentiality of all confidential information of the other party.

11. Amendments

Visor.ai reserves the right to amend and to supplement these General Contract Terms at any time. The counterparty will be notified in writing at least 30 days before they come into force of the amendments and/or supplements. Suppose the counterparty does not agree with the announced amendment or supplement. In that case, it shall have the right to terminate the contract affected by the modification and/or supplement when the amendment and/or supplement comes into force, by registered letter, within 30 days of receipt of notification of the amendment and/or supplement.

12. Duration of the contract, termination

The terms of this contract commence upon both parties, Visor.ai, and the Client, sign the contract. After the agreed setup period, a monthly subscription of the package with a set of features and volume will occur. The monthly subscription will automatically renew for an unlimited number of Renewal Terms (each with a duration specified on the section Prices and Services) unless either party provides an advance written cancellation notice at least ninety (90) days before starting the next Renewal Term. In the event of a breach of contract (including a payment default) by the other party that has been notified but not cured within 90 days, the service can be terminated with immediate effect and with the payment still needed to be processed.

13. Jurisdiction

The competent, ordinary courts at the seat of Visor.ai shall have exclusive jurisdiction over any dispute arising out of or in connection with this agreement.

14. Governing Law, Language, And Dispute Resolution

14.1 Governing Law

This Contract shall be governed by and construed in all respects following the laws of Portugal.

14.2 Language

This Contract is written in the English language, such as language to be used for all communication forms, notice, and any dispute, legal, and/or arbitration proceedings.

15. Severability

Suppose for any reason, any provision or part of this Contract is found to be void or unenforceable. In that case, such provision or part of this Contract shall be deemed to be severed from this Contract, and the remainder of such provision of this Contract shall remain in full force and effect and may be enforced to the fullest extent possible.

16. Entire Contract & Execution in Counterparts

This Contract records the whole agreement between the Parties and supersedes any prior agreements between the Parties regarding this Contract's subject matter. If all parties have not executed this Contract but have executed counterpart Contracts, this Contract and the executed counterparts form the one Contract between the Parties.

17. Notices

A notice under this Contract shall be in writing and deemed to be duly served: (a) if delivered to a Party's address specified in this Contract (or such other address as that Party may from time to time notify the other Party), at the time of delivery; and (b) if sent by pre-paid mail to such address, on the third (3rd) Business Day after posting and, if such address is an overseas address, on the seventh (7th) Business Day after posting.