

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, VISOR TRAVEL SL (hereinafter, “Visor.ai”), with registered office on Calle Reina Mercedes, 22, Entreplanta 28020 Madrid (España) and holder of Tax ID Code No.: B87810263. And on the other hand, the counterparty (hereinafter, “counterparty”) accepting Visor.ai Terms & Conditions when login in our platform. Both Parties, recognising mutually and reciprocally their full capacity to be bound by this Contract, grant the following:

RECITALS

1. Subject

These General Contract Terms, together with the contract and its appendices, 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 attempts to obtain the source code or underlying ideas or information of or relating to the services.

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

2. Parties’ areas of responsibility

Visor.ai is responsible for the installation and operation of the chatbot in the website and Facebook Messenger associated to the counterparty Facebook Page, as well as for its connection to the rates and availability. Visor.ai guarantees uninterrupted maintenance of chatbot. The counterparty notes that Visor.ai’s platform is an extremely 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, are the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and 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 take any action regarding 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 manner 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 constantly 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 don't agree 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're always trying to improve the platform, so they 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'll try to give you notice 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 applicable safety regulations in the European Union, specially the *General Data Protection Regulation (GDPR)*.

We implemented a opt-in system in our platform, to allow our clients do oblige their users to commit with the GDPR measures.

We are ready to delete all users data in less than 1 week after he formally asks for it to our client.

We are open to develop new features that which aim to ensure that both we and our customers 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. If the counterparty does not agree with the notified amendment or supplement, it shall have the right to terminate the contract affected by the amendment and/or supplement at the time 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 package with a set of features and volume, will take place. 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 and advance written cancellation notice at least ninety (90) days before the start of 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.

11. Governing Law, Language And Dispute Resolution

11.1 Governing Law

This Contract shall be governed by and construed in all respects in accordance with the laws of Spain.

11.2 Language

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

14. Severability

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

15. Entire Contract & Execution in Counterparts

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

16. 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.