

# VOONIX

## TERMS OF USE

### Freemium

#### 1. INTRODUCTION

Kindly please look through these terms and conditions carefully. These are all legal rights and obligations attributable to the use and provision of services. When using Voonix service you agree to be legally bound by Terms of Use.

Should you require more information regarding these Terms, please kindly contact us at [jn@voonix.net](mailto:jn@voonix.net).

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#### DEFINITIONS

1. **Client, you or your** shall mean both you and any entity or business that you as the client of Voonix represent.
2. **Voonix, us or service provider** shall mean Voonix ApS the entity you purchase or receive the service from.
3. **Services** The Service provided will be to provide a software to the Client under the name of Voonix. The software's intention is for the Client to have the facility to collect and review their daily stats for the casino brands being promoted by the Client.
4. **The Right to use Services** We agree to provide to you the non-exclusive, non-transferable right for you to access and use (for your own internal business purposes only). This right will grant you to use our services for as long as you continue to pay for the subscription and the plan chosen by yourself.
5. **Your Duties** You are solely responsible for protecting your passwords and usernames and who you share them with. The Client is solely responsible for the activity of the users with whom it shared his passwords.

6. **New and Revised Services** Voonix strives to provide quality services. We continually develop and widen our services, there might be new terms applicable to updated services.
7. **Intellectual Property** The Service Provider owns all rights, including, without limitation, copyrights, patents, trade secrets and all other intellectual property rights which are associated with any ideas, concepts, techniques, inventions, devices, process, confidential information or trade secrets created solely or collectively with others in connection to Voonix. Voonix excludes any rights to copy, modify and resell any of the software's content or/and materials. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property.

## **2. SCOPE AND GENERAL TERMS OF USE**

### **ACCOUNT**

An account will be created on the Service Providers Voonix platform for the Client.

The service provider strives to add all necessary affiliate platforms in order to serve the client with most recent platforms. Voonix strives by all means tries to maintain and add existing and new affiliate platforms, networks etc. The client can request new affiliate softwares, but the Service Provider shall not be obliged to integrate this could be considered as a hardship or impossible to the service provider.

### **MAINTENANCE**

It is always necessary to keep our services updated and reliable. We will try to inform you in advance on any scheduled maintenance, nevertheless you may have occasional access issues due to unforeseen reasons or circumstances out of our control, we will try to fix them as soon as reasonably possible.

We will not compensate you for downtime whatever may the outcome or loss due to it, the only possible resort is to stop using our services.

If you are experiencing any problems, please reach out to your account manager. Our team is very dedicated and will try to solve all your issues in a timely manner.

We might discontinue certain features of our system; in such occurrences we will notify you as early as possible.

### **3. FEES AND PAYMENT TERMS**

You have signed up for FREEMIUM version of Voonix. Therefore, we will provide you with limited service for free. In case you decide to change your plan to a bigger one, please read below.<sup>1</sup>

### **4. CONFIDENTIALITY AND SECURITY**

You will share some data with us while using our services. We take all reasonable precautions to keep your data safe, all confidential information delivered pursuant to these terms shall be and remain the property of the party that is delivering the information, and any documents containing or reflecting the confidential information, and all copies thereof, shall be promptly returned to the party sharing the information upon written request, or destroyed at the party's option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the effective date of service, nor as granting any right with respect to the use or marketing of any product or service.

In case of any security breach involving the confidential information owned by the Client, the service provider promises to inform the Client in any case, not later than one working day after having become aware of it, notify of such breach whether or not the breach was caused by the service provider.

The Client shall not share his log in details with unauthorised parties. If the client becomes aware that password was made public or obtained by unauthorized party, it is important to contact your account manager immediately.

### **5. WARRANTIES AND DISCLAIMERS**

The Service Provider provides services with reasonable skill and diligence while carrying out provisions of this Agreement. The Service Provider provides the services and content "as is" and on "best efforts" basis. Other than set out in these terms of use, the Service Provider does not make any specific promises about the software.

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<sup>1</sup> You will need to pay for our services in accordance to the plan you have chosen. The terms of the pricing plan will be explained prior choosing a plan suitable to you (Fee). During the period of subscription Service Provider will invoice the fee for services rendered under this Agreement on a monthly basis (prepaid). The payment shall be made in 14 days from the date of the invoice to the designated bank account. Please note all prices are exclusive of VAT, or any sales tax. The Client is responsible to pay all external fees that may apply. The Client shall pay in full satisfaction of invoices it had received from us for the provision of the services. An acceptance by us of a partial payment made by the you should never constitute a waiver or a release to receive payment in full. We may suspend provision of services due to your failure to pay any payments pending, therefore timely payments should be taken seriously.

## **6. TERM AND TERMINATION**

We will terminate your free subscription if you are not active for 60 days or more. You can always open new account by choosing one of our paid plans later on.

## **7. INTELLECTUAL PROPERTY RIGHTS**

The Client agrees that the platform and provided access to the platform excludes any rights to copy, modify and resell any of the software's content or material. The Client may not duplicate, modify, distribute, sell, or lease any part of the platform or included software. The Client is forbidden to reverse engineer or attempt to extract the source code of the Software.

Work product ownership is solely assigned to Voonix, meaning that all the improvements, additions to the software during the term of the Agreement will be owned by Voonix and all intellectual property rights towards the improvements and additions made to the software will be attributed to Voonix, disregarding that the ideas for changes were proposed by the Client.

## **8. LIMITATION OF LIABILITY**

The Client shall indemnify Voonix against all losses, costs, legal costs, expenses, demands or liability that could be incurred arising out of, or in connection with, a third-party claim against Voonix relating to your use of Voonix Software.

Voonix shall have no liability arising from Clients use of our platform, Voonix shall not be liable for any loss of revenue, goodwill, loss of capital, any compliance, tax or any similar issues, loss of reputation or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense. Loss for corruption of your data when Voonix reasonably tried to recover it.

Our total liability shall be limited to the total amount the Client has paid in 12 months.

## **9. DISPUTES**

The Parties agree that the courts of Denmark are to have exclusive authority for the purpose of hearing and determining any suit, action or proceeding and/or to settle any disputes arising out of or in any way related to this Agreement or its formation or validity (Proceedings) and for the purpose of enforcement of any judgment against its property or assets.

## **10. VARIOUS**

1. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute.
2. From time to time, we also issue publicity or share information with our partners about our work and about particular services or you being our client. In this regard, we like to include statements identifying some clients and, in relation to identifying, for example, source operated by the Client, the industry areas or certain contact details that were made available to us by you. We will never share any performance data or information that could be considered as confidential.
3. All notices must be sent to you account manager. We will notify you to the email you have provided us.
4. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. Any attempted assignment or delegation in contravention of this section shall be void and ineffective.
5. Changes to Terms, we might change terms and we will make all efforts to notify you dully.
6. Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other subscriber or invited user.

**Thanks for reading our terms!**

*Team Voonix*

