

General Terms and Conditions

Last updated: February 9th, 2022 (v8)

These General Terms and Conditions (the “**Conditions**”) are an agreement between you as a user and the company UXtweak j.s.a., registered office Vysoka 26, 811 06 Bratislava, Slovak Republic, business ID No: 52 344 932, entered in the Commercial Register maintained by the Bratislava I District Court, section: Sja, inset: 80/B (“**UXtweak**” or “**we/us**” or “**our**”). The Service is a non-exclusive licence to Software as a Service, which we offer at the Internet address uxtweak.com and which is defined in more detail below in these Conditions.

Access to the Service and its use are conditional upon you accepting and complying with these Conditions, the [Personal Data Protection Rules](#) and the [Data Processing Agreement](#) (the “DPA”). These Conditions apply to all visitors, users and other persons with access to the Service or who use it. By accessing the Service or using it you consent to be bound by these Conditions. At the moment you start using the Service, these Conditions become, from the legal perspective, an agreement between you as a user of the Service and us.

By agreeing to these Conditions you confirm that you have read them, you understand them and you agree to be bound by them. If you do not agree with any part of these Conditions, you will not be able to access the Service, use it, register (create an account) or use any affected Website and/or Service.

1. Definitions

“**Account**” means a registered user account with UXtweak, which enables access to the Website and/or Service and their use.

“**Conditions**” include these Conditions for provision of the Service, including any annexes that form an integral part of them and which as a whole govern your relationship with UXtweak.

“**Applicable Law**” means the legislation that applies to UXtweak, in particular the legislation of the Slovak Republic and Regulation (EU) 2016/679, the General Data Protection Regulation (“GDPR”) and all other legislation that may be applicable.

“**Confidential Information**” means all information provided by you or us (the “Providing Party”) to the other party (the “Receiving Party”), orally or in writing, which is designated as Confidential Information. This is under the assumption that Confidential Information will not

be construed to include any information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) acquired or created by the Receiving Party before being disclosed by the Providing Party; (c) acquired by the Receiving Party through legitimate means other than from the Providing Party or a representative of the Providing Party; or (d) disclosed by the Receiving Party with the prior written consent of the Providing Party.

“Data” means content, personal data, information, “know-how” and Confidential Information relating to your business, some of which may not be publicly available, including but not limited to technical and commercial information relating to your or any of your parent companies, or subsidiaries, systems, processes, software and services.

“Intellectual Property Rights” means copyright and rights related to copyright, including moral and related rights, the right of use, musical works, literary works, designs, databases or any other work protected by copyright, trade names, protected business identifiers, patents, utility designs and trademarks, and all other industrial and intellectual property rights, whether already registered or unregistered, which currently exist or will exist in the future in any part of the world.

“Know-how” means non-patented information, knowledge, experience, procedures, research, processes, studies, reports, data and proposals developed and/or owned by you.

“Personal Data” means any information relating to an identified or identifiable natural person as defined in Article 4 of the General Regulation of the European Parliament and of the Council on the protection of personal data (EU) 2016/679 of 27 April 2016. An identifiable natural person is a person who can be directly or indirectly identified, in particular by reference to an identifier, such as name, identification number, location data, online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Service” means the group of software tools operated as a Service (Software as a Service-SaaS) under the UXtweak name which we offer at uxtweak.com. The Service includes various analytic tools to enhance the user experience and usability of websites and applications. These are tools that enable quantitative and qualitative analytics on the live web, in particular, but not exclusively to define and improve information architecture, record visitors, and carry out task-oriented studies. New related functionalities currently being planned are continually published at uxtweak.com/roadmap and all the features of the existing Service, as well as newly developed functionality, are described in our product overview at uxtweak.com/features. The tools and their available features may differ

according to your Subscription Plan; you can find a description of them at uxtweak.com/pricing.

“Website” means the uxtweak.com website and its subpages.

“Subscription Plan” means one of the subscription packages that enable you to use the Service, as elaborated at uxtweak.com/pricing.

“Subscription Period” means the period during which UXtweak makes available to you the subscribed Service, subject to your compliance with the obligations accepted under this agreement.

“Third Party” means any legal or natural person that is not you or UXtweak.

“Trial Period” means free access to the Service provided to you by UXtweak for a determined period of time, while the features/functions of the Service may be limited. This is provided at the discretion of UXtweak, while UXtweak such access may cancel at any time without prior notice to you.

“You” means a natural or legal person, a user of the Service, who consents to be bound by these Conditions.

2. Access to the Service, Account Registration

2.1 An Internet connection is required for access to the Service. You are responsible for ensuring the functionality of your computer or mobile device and the network connection that enables you to access the Website and/or the Service. We assume no responsibility for the reliability of your Internet connection or of any device you use to access the Website and/or the Service.

2.2 If you want to use the Website and our Service, you must create a user account by filling in the registration form, providing all the required information, checking the box “I agree to UXtweak's PRIVACY NOTICE and TERMS OF SERVICE” and by clicking on the button “SIGN UP”. You undertake to provide us with complete and accurate information at registration, and that you will keep such information accurate and up to date during your use of our Service.

2.3 By providing your e-mail address to UXtweak, you grant UXtweak the right to use your e-mail address for sending (i) reports relating to the Service such as updates and improvements; (ii) changes in the functionality of the Service; (iii) special offers (iv) and/or

any statutorily required notifications. You can change your preferences relating to notifications in the settings of your account on the UXtweak website.

2.4 Your access to the Service may be temporarily limited or suspended (a) during planned outages when the Service is being updated and maintained; (b) during any inaccessibility caused by an outage, technical fault, action of a Third Party (e.g. our hosting providers), problems with connecting to the Internet, force majeure, government measures, terrorist activity, civil unrest, denial of service or other attacks on the Service; (c) if we discover or suspect any harmful software, code or activity on your user account; (d) if you violate these Conditions, the DPA or any other rule or regulation that governs the use of the Service.

2.5 It is your responsibility to protect your Personal Data and to maintain confidentiality regarding your login information (login name and password). You agree not to provide your password to any Third Party. We assume no responsibility for unauthorised access to your account as a result of your login information not being secure (weak password) and secured from misuse. We assume no responsibility for unauthorised activity under your password whether in connection with our Service or a service of a Third Party.

2.6 You must notify us without delay as soon as you learn of any unauthorised use of your account or breach of information about your account or password. If the damage was not caused by gross negligence, intentional improper conduct, fraud or evil intent on the part of UXtweak, UXtweak assumes no responsibility for damage that may occur as a result of somebody else using your username or password, with or without your knowledge. Within the scope permitted by valid legislation, you are responsible for all expenses, including fines, fees for use, civic judgments and reasonable legal fees for your intentional or negligent failure to protect your login information.

2.7 We retain the right for us, our suppliers or our employees to access your account after we obtain your prior consent, meaning to access information that you have provided and that you create in it, and which we collect for the purpose of (customer) support and maintenance or for any security, technical or invoicing-related reasons.

3. Subscription, payments and fees

3.1 You can find an overview of Subscription Plans and their features at: uxtweak.com/pricing. One account may only have one active Subscription Plan. You can change your subscription at any time.

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BIC/SWIFT: FIOZSKBAXXX

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E-mail: info@uxtweak.com

3.2 The Starter Plan is free of charge and not time restricted, yet the options to use the features of the Service are restricted.

3.3 Depending on your current Subscription Plan, we reserve the right, at any time, to change the Subscription Plan and/or Subscription Period, or introduce new fees and/or subscription levels. We will provide you with written notification thirty (30) calendar days in advance, during which period you will have the right to unsubscribe or change your current Subscription Plan if you do not agree with the changes in question.

3.4 Usage of the service in a paid plan is paid in advance on a monthly or annual basis (billing cycle), depending on the type of subscription which you choose when purchasing the paid plan. At the end of each billing cycle, your subscription will be automatically renewed under the exact same conditions, until you cancel the subscription, or we cancel it. In the settings of your account, you can cancel your subscription to a paid plan at any time and transfer to the Starter Plan. The date of the beginning of the billing cycle is determined by the date when you first began using your plan, not by the beginning of a calendar month. For example, if you start using the Professional Plan on July 5th and you pay for your plan on a monthly basis, the next billing cycle begins on August 5th.

3.5 You can cancel your subscription to a paid plan at any time in the settings of your account. You can continue using all the functionality of the plan until the end of the pre-paid period (billing cycle). After the end of the pre-paid period, the Starter Plan will be activated for you automatically.

3.6 If you purchased a paid plan by accident due to a mistake in any bank transaction, and at the same time you weren't using the service, if you contact us on our email address info@uxtweak.com within 14 days, we will refund your money. A transactional fee may be subtracted from the returned sum.

3.7 We don't provide refunds in other cases. Including: refunds after your failure to terminate your subscription before your paid plan automatically renewed, refunds for the first billing cycle after you missed the end of your paid plan's trial period, or refunds after you selected an incorrect product.

3.8 We reserve the right to charge you reasonable additional fees for (i) tasks we may perform for you that are outside the normal scope of our Services (e.g., change of account owner, adjustments in running studies) and/or (ii) additional time and/or costs we may incur in providing our Products and Services to you. You will be informed in advance about the additional fees as well as their amount. These additional fees will be billed to the payment method you have on file with us.

4. Termination

4.1 You or we may terminate this agreement due to a serious violation of the Conditions by either of the Contracting Parties, if the Contracting Party at fault fails to resolve such serious violation within fifteen (15) calendar days from receipt of a written notification from the Contracting Party not at fault. In addition, we may terminate this agreement immediately if: (i) you terminate your business activity or become insolvent; (ii) you acknowledge, in writing, your inability to pay your debts at maturity; (iii) you make an assignment in favour of creditors; (iv) you are under the direct control of a trustee, a bankruptcy trustee or a similar authority; or (v) you fail to pay fees when they become due in accordance with your Subscription Plan.

4.2 If this agreement is terminated due to an unauthorised serious violation on your part, you agree that you will pay any remaining fees due by the end of your Subscription Period without any prejudice to any of our other rights or remedial measures.

4.3 If this agreement is terminated due to an unauthorised serious violation on our part, you have the right to the proportional refund of all the fees that you have paid us from the date of termination of the agreement to the end of the Subscription Period.

4.4 If you would like to close your account, you can delete it and stop using the Service at any time. You can terminate this agreement by requesting deactivation and deletion of your account after logging in to the Service. After such termination, your right to use the Service will immediately expire and any Data connected with your account (including Personal Data) will be deleted. In such a case, you have no right to a proportional refund of any fees you have paid between the date of termination and the end of the Subscription Period.

4.5 UXtweak may also modify, terminate or suspend your right to use the Website and/or the Service at any time if we suspect any violation of the Conditions, the DPA, the privacy policy or any applicable legislation, but also without providing a reason. If we close your account, UXtweak will inform you by e-mail to your registered e-mail address. Your obligation to pay fees and fees accrued up to the date of termination of the agreement will remain in force even after the termination of this agreement. If this agreement is terminated, the restrictions relating to your use of the Service indicated in the part Licence and Warranty Limitations set forth in the part Warranties, will remain in force even after the termination of the agreement.

4.6 After the expiration of the Subscription Period or the premature termination of the subscription, your Subscription Plan will immediately terminate and you can subsequently use the free version of the Service – the Starter Plan.

5. Licence Limitations

5.1 Under this agreement, UXtweak grants you a limited, revocable, non-exclusive, non-transferable and non-assignable licence to use the Website and/or access the Service for business and commercial use in accordance with the other conditions of this agreement. You may not use the Service in any commercial way.

5.2 You agree not to resell any part of the Service. You may not transfer, lease, sublease, distribute, modify, analyse through reverse engineering, or decompile the Website and/or any part of the Service.

5.3 Without the prior written consent of UXtweak you may not copy, adapt, adjust, modify, translate or make derivative works of the Website and/or the Service based on source code or graphical interface. You may not attempt to derive the source code or trade secrets from the Service.

5.4 You declare and warrant that you will not use the Service for unlawful purposes or to transmit information that may be classified as unlawful, offensive, obscene, or that infringes any rights, including the intellectual property rights of others.

5.5 For the purpose of protecting intellectual property rights, you may not circumvent or disable any technological protection measures in the Service. You may not use the Service in connection with any device, program or service designed to circumvent any deployed technological measures in an effort to gain access to files or any content protected by intellectual property legislation.

5.6 Any prohibited use represents a serious violation of this agreement and, at our discretion, we can immediately terminate your right to access the Service. After any violation of this agreement you will be responsible for any damage thus incurred by UXtweak.

6. Proprietary Rights

6.1 Unless stated otherwise, all the content on the Website and/or the Service is the exclusive property of UXtweak. Unless stated otherwise, the Service is intended only for your limited use and if you copy or download any information from the Website and/or the

Service, you consent that you will not remove or obscure any copyright or other notices, logos or legends contained in such information.

6.2 You may not modify, copy, distribute, transmit, reproduce, publish, licence, create derivative works or otherwise use in any other way for commercial or public purposes, in whole or in part, information, software, products or other services accessible from the Website and/or the Service, except as expressly provided herein, without the prior written consent of UXtweak.

6.3 With the exception of those intellectual property rights that are already owned, registered or entrusted in your name, or intellectual property rights that you created or were created for you during the term of this agreement, all trademarks, trade names, service marks, logos and other intellectual property rights in/on the Website and/or Service are the property of UXtweak. Your use of any marks from the Website and the Service in any manner other than as permitted by this agreement or without the written permission of UXtweak is strictly prohibited.

6.4 All your trademarks, trade names, service marks and logos are your property. Use of any of your marks by UXtweak in any manner other than as permitted by this agreement or based on your written consent is strictly prohibited.

6.5 During the provision of the Service, UXtweak will have access to some of your data.

6.6 Without your consent, UXtweak may not copy, distribute, transmit, reproduce, publish, licence, create derivative works of, or otherwise use in any other way for commercial or public purposes, in whole or in part, any Data belonging to you except for the purpose of providing the services indicated in this agreement.

6.7 In order to avoid doubt, UXtweak will maintain the confidentiality of your Data. In this context, UXtweak will not disclose or permit the disclosure of your Data to any unauthorised person and will only use them in a limited manner necessary for UXtweak to be able to provide the Service. In order to avoid doubt, all these rights to the use of your Data by UXtweak are exclusively granted for the term of this agreement and in accordance with our [Personal Data Protection Rules](#).

6.8 You acknowledge and agree that UXtweak may disclose any Data if required by law or in good faith, that such disclosure is reasonably necessary for: (a) compliance with legislation; (b) enforcement of this agreement; (c) a reaction to an allegation that any of your content and/or Data infringe the rights of Third Parties; or (d) the protection of the rights, property or personal safety of UXtweak, the Website, the Service, their users and the public.

6.9 If you provide UXtweak with any feedback, suggestions, comments or proposals for improvements regarding the Website and/or the Service, you grant UXtweak an irrevocable, sublicensable, and royalty-free licencing right and licence to use, copy, publish, licence or distribute such feedback, suggestions, comments or proposals for improvements in any manner without any obligation towards you.

6.10 In order to avoid doubt, all the rights of UXtweak to use your Data are granted exclusively for the term of this agreement.

7. Confidential Information

7.1 A person who receives Confidential Information (the “**Receiving Party**”) shall maintain such Confidential Information in strict confidentiality exclusively and solely to the benefit of the other Contracting Party (the “**Providing Party**”). The Receiving Party shall restrict access to Confidential Information as regards its employees, contractors and Third Parties only for the necessary purposes and shall require that such persons sign and comply with the confidentiality restrictions, at least within the scope as stipulated in this agreement.

7.2 Without prior written consent from the Providing Party, the Receiving Party may not use any Confidential Information to its own benefit, or disclose, copy or otherwise make it available to other persons, or allow others to use it to their benefit or to the detriment of the Providing Party.

7.3 The Receiving Party shall return to the Providing Party all Confidential Information and all records, notes and other written, printed or tangible materials that it has available, and which relate to Confidential Information, if requested in writing by the Providing Party.

8. Warranties

8.1 UXtweak warrants and declares that:

8.1.1 to the best of the knowledge of UXtweak, Intellectual Property Rights (including, without limitation, all copyrights, trademarks, design rights, service marks, whether registered or unregistered) in any material provided by Uxtweak on the Website and/or the Service do not violate any intellectual property rights of Third Parties if used in accordance with this agreement;

8.1.2 UXtweak will use your Data only in accordance with this agreement, including its annexes;

8.1.3 UXtweak has all the necessary rights and permits to conclude the basic agreement and any schedule in relation to the performed Service.

8.2 You declare and warrant that when using our Service you will comply with all the applicable legislation and regulations that apply to you. You agree to provide and comply with personal data protection rules that accurately inform about the collection, use and disclosure of personal data, including personal data obtained through your use of our Service. You are responsible for determining whether you are subject to legislation or regulations on the protection of personal data specific for the given sector, including but not limited to, the HIPAA (Health Insurance Portability and Accountability Act), GLBA (Gramm-Leach Bliley Act), COPPA (Children's Online Privacy Protection Act), FERPA (Family Education Rights and Privacy Act) or any law relating to the privacy of any collected personal data or other legislation that may apply to you, and for determining whether our Service is suitable for use in the light of the application or potential application of any of these laws or regulations.

8.3 If you are subject to specific laws or regulations, you declare and warrant that your use of our Service will be in accordance with these laws or regulations. UXtweak bears no responsibility for your failure to provide reasonable personal data protection principles or if our Service does not comply with requirements imposed by laws or regulations on privacy protection to which you are subject.

8.4 If you are in the European Economic Area (EEA) or you have visitors in the EEA, you declare and warrant that you will use the Service in accordance with the GDPR, and also that:

8.4.1 you will clearly describe how you plan to use and process any Data, including through the use of our Service. We have created a model form for you that you may use in your Personal Data Protection Rules ([What to Include in Your Personal Data Protection Rules](#));

8.4.2 you comply and will comply with all valid legislation, as well as applicable laws for the protection of data, electronic communications and privacy;

8.4.3 you process and will process all the Data relating to any person in accordance with all laws and regulations on privacy;

8.4.4 you agree to indemnify us and to compensate us for any damage, including fees for legal services, that arises from your violation of any part of these warranties

8.4.5 you agree that in the event of interest on your part and upon request from us you will sign the Data Processing Agreement (DPA).

8.5 You agree that in connection with your use of the Service you will comply with all valid laws and regulations for export and re-export control. You warrant that you are not in a country sanctioned by the UN Security Council and you are not on a list of sanctioned entities. You also warrant that you will not purchase the Service using funds obtained from a sanctioned country.

9. Limitations

9.1 UXtweak, its owners, shareholders, employees, suppliers or partners shall in no way be liable towards you or towards any Third Party for any direct, indirect, special, exemplary, punitive or other implied or incidental damages (including, but not limited to, any lost profits or revenue, interruptions, loss of programs or other information or other monetary loss), that arise directly or indirectly from (i) your use of or access to the Website and/or the Service, or the inability to access the Website and/or the Service or use them; (ii) any failure or suspension of the Website and/or the Service, whether these arose as a consequence of errors, omissions, loss of data, defects, malware, interruptions or delays in operations or transmission, the alteration of your transmissions or their content, or from whatever other cause, or whether based on a warranty, contract, offence (including negligence) or any other legal theory, whether UXtweak or its suppliers were or were not informed of the possibility of such damage.

9.2 In any case and without prejudice to the foregoing, the total maximum liability of UXtweak under this agreement, including any annexes to this agreement or in connection with the use of any part of the Website or the Service, the content or user documentation in any manner, may not exceed your monthly subscription fee.

10. Data Retention

10.1 UXtweak undertakes to securely retain the Data on behalf of our customers in accordance with their Subscription Plan and timeframes corresponding to each Subscription

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Plan. All Data exceeding the determined timeframe will be automatically removed from our systems.

10.2 You acknowledge and agree that UXtweak does not provide any archiving or backup services and that we can delete Data that is no longer used and that exceed the timeframe determined through the applicable Subscription Plan. UXtweak explicitly renounces all obligations relating to data archiving, storage and backup.

11. Assumption of Risk

11.1 You use the Internet solely at your own risk and are subject to all valid local, state, national and international laws and regulations. Although UXtweak strives to create a secure and reliable Website and Service, UXtweak is not responsible for the security of any information outside its control. UXtweak bears no responsibility for any interruptions or omissions in Internet, network or hosting Services. You accept the exclusive and full risk of using the Website and the Service.

11.2 You use the Internet solely at your own risk and are subject to all valid local, state, national and international laws and regulations. Although UXtweak strives to create a secure and reliable Website and Service, UXtweak is not responsible for the security of any information outside its control. UXtweak bears no responsibility for any interruptions or omissions in Internet, network or hosting Services. You accept the exclusive and full risk of using the Website and the Service.

12. Links

12.1 This Website and/or the Service may contain links to certain websites, materials or content created by Third Parties. UXtweak has not reviewed all the websites connected to the Website and/or the Service, and bears no responsibility for the content of such linked material. The inclusion of any link does not mean that UXtweak has approved such material, and UXtweak bears no responsibility for any links it might contain. The use of any such linked material is at your own risk. UXtweak retains the right, at its sole and absolute discretion, to cancel the connection to any linked material at any time and for whatever reason.

13. Advertising

13.1 Unless you explicitly revoke your consent to this clause by sending an e-mail to info@uxtweak.com, you acknowledge and consent that UXtweak may use any of your brands, logos and trade names to identify you as a user/customer of UXtweak on the UXtweak Website and/or the Service and in any marketing materials.

14. Enforcement of Security

14.1 Unauthorised use of the Website and/or the Service or any attempt to do so may result in criminal and/or civil proceedings. For your protection we reserve the right to view, monitor and record activities on the Website and/or the Service without prior notice or permission from you, within the maximum scope as permitted by valid legislation and only in accordance with this agreement. Any information obtained through such monitoring, reviewing or recording is subject to review by law enforcement authorities in connection with the investigation or prosecution of a possible crime on the Website and/or the Service.

15. Separability

15.1 If any court with applicable jurisdiction finds that any provision of this agreement is unenforceable, such provision shall be limited to the necessary minimum to ensure that this agreement remains effective to the greatest possible extent.

16. Indemnity

16.1 Our indemnification obligation: We agree to indemnify claims brought by Third Parties that arise or are connected with a violation of Third-Party Intellectual Property Rights directly arising from your use of the Service in accordance with the conditions of this agreement. Irrespective of the above, we will not bear any indemnification obligation in connection with any claims (i) arising from your Data or connected with your Data; (ii) arising from your violation of any valid legislation; (iii) arising from your violation, whether alleged or actual, of any Third-Party rights including, but not limited to, the protection of data and the right to privacy.

16.2 Your indemnification obligation: You will indemnify UXtweak, including the owners, shareholders, employees, suppliers and other partners (“UXtweak - Indemnified Parties”) to the maximum permitted extent, in full and at your own cost, from whatever obligations, claims, costs, expenses, losses or damage of Third Parties.

16.3 Indemnification procedure: The obligations of the parties relating to the indemnification referred to above are conditional: (a) the party that should be indemnified (the “Indemnified Party”) shall provide to the party that should indemnify (the “Indemnifying Party”) immediate written notification of a claim; failure to provide immediate notification will limit the indemnity obligation only to the extent that the Indemnifying Party is affected by the delay or default; (b) the Indemnifying Party has full control over the defence and settlement of the claim; (c) the Indemnified Party shall provide cooperation in connection with the defence and settlement of the claim (unless the settlement involves any payment or any recognition of liability, whether civil or criminal, from either party) as the Indemnifying Party may reasonably require; (d) on the Indemnified Party complying with any settlement or court decision in connection with the claim.

16.4 The Indemnifying Party shall indemnify the Indemnified Party against: (i) any damages, costs and legal representation fees finally awarded to either of the parties in connection with a claim; (ii) all cash expenses (including reasonable legal representation fees) incurred by either of them in connection with defence against a claim (excepting legal representation fees and costs incurred without the consent of the Indemnifying Party after it accepted the defence against the claim).

17. Dispute Resolution

17.1 In the event of any uncertainty or misunderstanding, UXtweak and the user undertake to resolve any disputes that arise through mutual agreement as a priority, and only to turn with their claims to a court of the Slovak Republic with subject-matter and local jurisdiction after unsuccessful negotiations.

17.2 UXtweak retains the right, at its sole discretion and for its sole benefit, to initiate proceedings regarding your use of the Website and/or the Service or connection with their use at courts of the country in which you have your registered office or permanent residence.

18. Waiving Compliance with the Agreement

18.1 Our inability, at any time during the term of this agreement, to require the performance and compliance with any of the provisions, the Conditions or requirements from this agreement, will in no way release you from the obligation to comply with any of the provisions of this agreement.

18.2 Any waiver of any provision, the Conditions or requirement of this agreement by either of the parties will be effective vis-à-vis the other party only if made in writing and signed by an authorised official of that party, and any such written waiver of a right will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

18.3 If we fail to enforce any right or provision in these Conditions, this will not mean that we are waiving such right.

19. Data Protection

19.1 You can find details about our personal data protection practices in connection with the UXtweak Service in our [Personal Data Protection Rules](#). You acknowledge that by using our Service you may process information considered to be Personal Data and/or Personal Data that is considered sensitive pursuant to legislation that applies to you. You acknowledge and agree that you are solely responsible for the performance of all the necessary measures on your website/in your application and for obtaining any consent that you are legally obliged to obtain from your users/visitors/customers.

19.2 By accepting the Conditions contained in this agreement, including its annexes, you confirm that you represent and warrant that you will comply with all the applicable legislation including, inter alia, legislation for the protection of data and privacy, and that you will indemnify UXtweak-Indemnified Parties for any Third-Party claims in connection with a violation of valid legislation during the use of the Website and/or the Service.

19.3 The personal data protection policy on your website/application: We bear no responsibility nor will bear any responsibility for your failure to provide legally adequate personal data protection principles that should inform your users/visitors/customers that you are using our Service. If you fail to implement personal data protection principles in accordance with valid data protection legislation on your website/application, this may result in the closure of your account.

20. Changes

20.1 We reserve the right, at our sole discretion, to change or update the Conditions at any time. If you access or continue to use the Service after the changes become valid, you agree to be bound by such changed Conditions. If you do not agree with the new Conditions, you must immediately cease using the Service.

LIABILITY WAIVER

THE UXTWEAK WEBSITE AND SERVICE ARE PROVIDED ON “AS IS” AND “AS AVAILABLE” PRINCIPLES. EXCEPT FOR THE WARRANTIES INDICATED IN THE PART WARRANTIES, THE WEBSITE AND/OR THE SERVICE ARE PROVIDED WITHOUT WARRANTIES OF ANY OTHER KIND, WHETHER EXPLICIT OR IMPLICIT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MARKETABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE. WE STRIVE TO ENSURE THE BEST AVAILABILITY AND SECURITY OF THE SERVICE. HOWEVER, UXTWEAK DOES NOT WARRANT THAT A) THE WEBSITE AND/OR THE SERVICE WILL FUNCTION WITHOUT INTERRUPTION, SECURELY AND WILL BE AVAILABLE AT ANY GIVEN MOMENT AND PLACE; B) ALL ERRORS AND DEFICIENCIES WILL BE CORRECTED; C) THE RESULTS OF THE USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS AND EXPECTATIONS, AND WILL BE ACCURATE AND ERROR-FREE.

What to Include in Your Personal Data Protection Rules

You should inform your users that you use the UXtweak Service on your website/in your application/in your service. To do this, you can insert this clause in your personal data protection rules with the following explanation:

We use the UXtweak service in order to better understand the needs of our users and to optimise our services and the overall user experience with them. UXtweak is a technological service that helps us better understand the behaviour of our users through obtaining feedback from them (e.g. how much time they spend on web pages, which links they decide to click on, what users do, what they (don't) like).

UXtweak uses cookies and other technologies to collect data about the behaviour of our users and about their devices (in particular the IP addresses of devices (collected and stored in an anonymised form), the device screen resolution, the device type, information about the browser used, geographic location (country), preferred language).

UXtweak stores this information in a pseudonymised user profile. Neither we nor UXtweak will ever use this information to identify individual users or to associate them with other user data unless you provide your consent to this. You can find more details in the [UXtweak Personal Data Protection Rules](#).

By clicking this [opt-out link](#) you will be redirected to a website where you can stop any collection of data about your use of our website by UXtweak and the use of cookies by UXtweak on other websites.

NOTE: We advise that the provided wording is generic and may need to be adapted to your specific use of the UXtweak Service. We recommend you work together with your legal advisor to ensure that this clause addresses all the concerns related to your business.