

Terms of Service

Vector Fabrics BV, a Dutch limited liability company registered with the local Chamber of Commerce under number 17207885 (“Vector Fabrics”) makes available on this website certain tools and services and associated content such as software, data, text, images, sounds, video, and content (collectively, “the Service”). Use of the Service is subject to the terms of service provided below (“TOS”). By using the Service, you accept the TOS and agree to be bound by it. The entity that accepts the TOS is referred to as “you” below. If you as a person are accepting the TOS on behalf of another entity (e.g. your employer or any sister, mother or daughter companies of you) you warrant that you have the legal authority to do so.

Article 1. Right to use the Service

Vector Fabrics hereby authorizes you to use the Service, in accordance with the usage restrictions set out in these TOS and provided you remain in full compliance with all your obligations.

The authorization is limited to your internal business purposes. Any person within your organization may use the Service. You may not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise make the Service available to any third party, except for your subcontractors who have a need to use the Service and who are supervised while doing so by you.

You are only authorized to use the Service using the interface provided by Vector Fabrics. You may not modify, adapt or ‘hack’ the Service, develop add-ons or backdoor interfaces regardless of their purpose, or (attempt to) gain access to portions of the Service not intended for you. If you discover any real or suspected security weaknesses in the Service, you must inform Vector Fabrics as soon as is practical.

Vector Fabrics™ and Vector Fabrics’s various logos used or displayed on the Service are trademarks of Vector Fabrics and you may only use these trademarks or logos for promotional purposes to identify yourself as a customer or user of the Vector Fabrics products and services, provided you do not attempt to claim ownership of the marks by incorporating any of them within your names or offerings.

Article 2. Your account

Before you can use the Service you must register and provide certain personal information regarding yourself and any entity you may represent. Vector Fabrics will validate your registration, and is entitled to refuse your registration for any reason.

Upon validation of your registration Vector Fabrics will enable you to use the Service by logging in with a username and password. The security of this password is entirely your responsibility. Vector Fabrics may assume that any actions performed after logging in using

the username and password assigned to you are taken under your supervision and with your approval. If you suspect your password has been stolen or lost, you must inform Vector Fabrics as soon as is practical.

Individual usernames and passwords may not be shared among people, not even to direct colleagues or subcontractors. Each user must obtain and use a separate username and password. Vector Fabrics monitors login attempts and records IP addresses and other information related to logins and may suspend your account if a reasonable suspicion exists that your username is being used by multiple persons.

Vector Fabrics reserves the right to access any or all of your accounts in order to respond to your requests for administrative or technical support.

Article 3. Your responsibilities

You at your sole discretion decide the purposes for which you use the Service, within the limitations set in this TOS.

You are solely responsible for all designs, information, data, text, messages or other materials (“Materials”) that you upload, post, store or process using the Service. You hereby grant a limited license to Vector Fabrics to use any such Materials in the context of any obligations of Vector Fabrics under this TOS.

You are responsible for complying with any applicable laws, rules, or regulations governing the export of the Service or any materials you upload to generate using the Service.

You represent and warrant to Vector Fabrics that you have the legal right to grant this license and to use the Service with the Materials. You shall release, defend, indemnify and hold harmless Vector Fabrics from and against any claims, damages and liability arising from your use of the Service, including claims of third-party intellectual property infringement or misappropriation.

While Vector Fabrics sets no hard numeric limits on the manner in which you can use the Service, your use of the Service must at all times remain “fair” and not cause degradation of the Service or problems for Vector Fabrics or other users of the Service. Vector Fabrics may limit or block your use of the Service if it suspects your use is causing such degradation or problems. Further, Vector Fabrics may assign you specific limits to avoid such degradation or problems in the future.

Article 4. Availability of the Service

Vector Fabrics strives to maintain the continued availability of the Service but cannot make any specific guarantees.

Use of the Service requires access to the Internet and availability of systems and networks connecting the Vector Fabrics website to the Internet. Vector Fabrics will use its best efforts to keep its systems available and connected to the Internet but cannot make any guarantees in

this regard. Getting access to the Internet is your responsibility. Vector Fabrics disclaims any liability for any unavailability of its server or your inability to connect to it.

Vector Fabrics will employ reasonable measures to ensure the confidentiality of any such Materials stored or processed using the Service.

Vector Fabrics is under no obligation to maintain backups of Materials stored using the Service. No liability can be accepted if any Materials are lost, regardless of cause.

Vector Fabrics may limit or suspend the availability of the Service at any time for maintenance or upgrades. Vector Fabrics will strive to do so only outside Dutch office hours and will provide reasonable advance notice if possible of such limited availability.

Article 5. Payment and Refunds

5.1 The Service is made available on a pay-as-you-go basis. You will be billed periodically in advance of the expiration of your subscription. You may choose the length of your subscription from a set of options that may include one month, three months, six months, and one year. Your payment information will not be stored, so renewal will not be automatic, and you will need to make payment for each renewal. Automatic rebilling may be implemented in the future as an option; you will be given the opportunity to opt in to such a service if and when it becomes available.

5.2 Regardless of your billing cycle, there are no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made. Prices of all Services, including but not limited to monthly fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time. In addition, special pricing may apply for customers with an exceptionally high number of end users.

Article 6. Cancellation and Termination

6.1 Your account will be automatically canceled after six months without subscription renewal. All Materials you stored using the Service will be immediately deleted from the Service upon cancellation. These Materials cannot be recovered once your account is canceled.

6.2 Vector Fabrics reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of your content in the Service, for any reason, including if Vector Fabrics believes that you have violated these TOS. Vector Fabrics will use reasonable efforts to contact you directly via email to warn you prior to suspension or termination of your account. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities.

6.3. Vector Fabrics shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service.

Article 7. DISCLAIMER OF WARRANTIES

THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW AND VECTOR FABRICS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

YOU ACKNOWLEDGE THAT VECTOR FABRICS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM VECTOR FABRICS OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

Article 8. LIMITATION OF LIABILITY.

Vector Fabrics shall be liable to you only for direct damages arising out of its intentional misconduct towards you or materially negligent performance of any of its obligations under the agreement.

Vector Fabrics shall not be liable for any consequential, special, punitive and/or incidental damages, including loss of profits or fines imposed by regulatory bodies, arising out of or in connection with the agreement, even if advised of the possibility of such damages.

Any liability of Vector Fabrics, regardless of cause, shall be limited to the amount actually paid by you to Vector Fabrics in the three months preceding the date the cause of damage occurred.

No liability shall exist for damages that have not been reported to Vector Fabrics in writing within thirty days of their occurrence, or for damages where you failed to take appropriate measures to limit such damages.

Article 9. Assignment of this TOS

You may not assign or transfer this TOS to any third party without the prior written consent of Vector Fabrics, which shall not be unreasonably withheld. Any such assignment without such consent will be null and void.

No consent of Vector Fabrics however is necessary for an assignment or transfer of the TOS to any mother, daughter or sister company of you or any third party that succeeds to substantially all of your business.

Vector Fabrics is entitled to assign or transfer all or part of this TOS to any third party without needing to seek your explicit consent.

Article 10. Miscellaneous provisions

This TOS shall be governed by and construed in accordance with the laws of the Netherlands without consideration of its conflict of law provisions. You hereby consent and submit to the jurisdiction and forum of the courts of 's Hertogenbosch, the Netherlands.

Vector Fabrics may change this TOS from time to time by publishing the changes on the website or electronic communication to you. The revised terms and conditions will become effective within fourteen days of posting. If you use the Service after that date, you are deemed to have accepted the changes. If any change to this TOS is not acceptable to you, your only remedy is to stop accessing and using the Service.

In the event that any one or more of the provisions of this TOS is determined by a court of competent jurisdiction to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other provisions of this TOS, and the TOS shall be construed as if the challenged provision had never been contained herein. The parties further agree that in the event such provision is an essential part of this TOS, they will immediately begin negotiations for a suitable replacement provision.

The failure of either party at any time to require performance by the other party of any provision of this TOS shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this TOS be taken or held to be a waiver of any further breach of the same provision.

Neither party may bring an action, regardless of cause or form, arising out of or related to this TOS more than one year after the date of discovery of the cause of action or the date of termination of this TOS, whichever is earlier.