



## Terms of Service

By using the UserHorn.com web site (“Service”), services of Alfa Solution spol. s.r.o., (“Company”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

The Company reserves the right to modify these terms without notice. Your continued usage of the Service, as either a user or an Account Holder (as defined below), constitutes your acceptance of these terms, available <http://userhorn.com/terms-of-service.pdf>

Violation of any terms will result in termination of your account. You agree to use the Service at your own risk.

Questions about the Terms of Service may be sent to [support@UserHorn.com](mailto:support@UserHorn.com).

### Account Terms

The Service is not intended for children under 13. By using the Service, you are representing that you are at least 18, or that you are at least 13 years old and have your parents' permission to use the Service.

The Company can refuse registration or cancel an account in its sole discretion at any time.

Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like.

You are responsible for using the Service in a private and secure manner. The Company is not liable for any damage or loss due to unauthorized account access resulting from your actions, such as sharing your account password or not logging out of the Service.

You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

You may not use the Service for any illegal activity or to violate laws in your jurisdiction.

You may not use the Service to distribute unsolicited email ("spam") or malicious content such as viruses or worms.

You may not exploit the Service to access unauthorized information.

You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.



You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).

## **API Terms**

Customers may access their UserHorn account data via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product that accesses UserHorn, is bound by the terms of this agreement plus the following specific terms:

1. You expressly understand and agree that UserHorn shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if UserHorn has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
2. Abuse or excessively frequent requests to UserHorn via the API may result in the temporary or permanent suspension of your account's access to the API. UserHorn, in its sole discretion, will determine abuse or excessive usage of the API. UserHorn will make a reasonable attempt via email to warn the account owner prior to suspension.
3. UserHorn reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

## **Return and Cancellation policy**

You are solely responsible for properly canceling your account. You can cancel your subscription at any time by clicking update under service plan in project setup dashboard and switching to Free service plan. All your account data remains but you will be limited with features than only available to free plan. If you want completely terminate your account you can do this by clicking 'delete it' link in the project setup menu.

If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.

The Service is billed in advance on a monthly basis and is non-refundable. There will be 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.

The Company reserves the right to suspend or terminate your account at any time for any reason, and is not liable for any damage or loss resulting from such suspension or termination.

## **Modification to Service**



The Company reserves the right to modify, suspend, or discontinue the Service for any reason, with or without notice.

Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the UserHorn.

UserHorn shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

### **User Conduct and Submissions**

The Company has the right, but not the obligation, to remove Content that it determines in its sole discretion to be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable, that violates any party's intellectual property, or that is detrimental to the quality or intended spirit of the Service. The Company also has the right, but not the obligation, to limit or revoke the use privileges of account of anyone who posts such Content.

Examples of unacceptable Content or behavior on the Service include

abuse, harassment, threats, flaming or intimidation of any person or organization

engaging in or contributing to any illegal activity or activity that violates others' rights

use of derogatory, discriminatory or excessively graphic language

providing information that is false, misleading or inaccurate

hacking or modifying the Company Service or another Web site to falsely imply an association with the Company

implying or pretending to be affiliated with a company or organization with which you are not affiliated, or misrepresenting the extent of your affiliation or role with an affiliated company or organization

transmitting worms, viruses or harmful software

sending spam

disclosing personal or proprietary information of another user, person or organization

The Company cannot control all Content posted by third parties to the Service, and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the



Service you may be exposed to Content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will the Company be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content. You understand that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the content, integrity, and accuracy of such Content. If you would like to report objectionable materials, you may use the Flag for review feature on any topic or reply. Urgent issues can be reported to [support@UserHorn.com](mailto:support@UserHorn.com).

Use of the Service is also governed by our Privacy Policy, a copy of which is currently located at <http://userhorn.com/privacy-policy.pdf>

### **Copyright and Content Ownership**

1. All content posted on the Service is must comply with U.S. copyright law.
2. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.
3. The look and feel of the Service is copyright © 2018 UserHorn. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from UserHorn.

### **Account Holder Terms**

1. Compliance with Laws. Account Holder will not, will not agree to, and will not authorize or encourage any third party to (a) interfere or attempt to interfere with the proper working of the Service or any other Account Holder's use of the Service, including through abuse of server capacity; or (b) use the Service for any fraudulent or unlawful purpose. Violation of any of the foregoing may result in immediate termination of this Agreement, at UserHorn sole discretion, and may subject Account Holder to state and federal penalties and other legal consequences. UserHorn reserves the right, but will have no obligation, to review Account Holder's use of the Service in order to determine whether a violation of this Agreement has occurred or to comply with any applicable law, regulation, legal process, or governmental request.
2. Representations and Warranties. Without limiting any other representation, warranty or covenant herein, each party hereby represents and warrants to the other party that: (a) it has the full right, power and authority to enter into this Agreement; (b) this Agreement is a valid and binding obligation of such party; and (c) it has obtained and shall maintain throughout the term of this Agreement all necessary licenses, authorizations, approvals and consents to enter into and perform its obligations hereunder in compliance with all applicable laws, rules and regulations.
3. Domain Name. Account Holder further represents and warrants that its chosen domain name as hosted on the Service (for example, "test.UserHorn.com"s) does not infringe the copyright,



trademark, or any other intellectual property rights of any third party, and that such domain name is otherwise in compliance with these Terms of Service. UserHorn reserves the right, in its sole discretion, to relocate an Account Holder's Hosted Area to an alternate domain name on the Service if UserHorn has reason to believe Account Holder's chosen domain name is in violation of this section.

4. Indemnification. Each party agrees to defend, indemnify and hold the other party and its affiliates harmless from and against any third-party claim and any related losses, costs, liabilities and expenses, including reasonable attorneys' fees, arising out of the breach of any representations, warranties or covenants made by such party herein, or out of such party's negligence or willful misconduct. Each party (the "Indemnified Party") reserves the right, at the other party's expense, to assume the exclusive defense and control of any matter for which the other party is required to indemnify the Indemnified Party and the other party agrees to cooperate with the Indemnified Party's defense of such claims.

5. UserHorn Warranties; Disclaimers. UserHorn hereby represent and warrants that neither the Service nor use of the UserHorn Platform as contemplated herein will infringe on the rights of any third parties or violate any applicable laws or regulations, including, without limitation copyright, trademark and patent laws. UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT, USERHORN MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. USERHORN DOES NOT WARRANT THE RESULTS OF USE OF THE SERVICE, AND ACCOUNT HOLDER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

6. Limitation of Liability and Damages. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES THAT RESULT FROM THIS AGREEMENT, EVEN IF SUCH PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY'S OR ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNTS PAID BY ACCOUNT HOLDER TO USERHORN HEREUNDER.

## **General Conditions**

Any abuse or threatened abuse of other users of the Service or of Company personnel will result in immediate account termination.



Any failure of the Company to enforce or exercise a right provided in these terms is not a waiver of that right.

Should any provision of these terms be found invalid or unenforceable, the remaining terms shall still apply.

This Terms of Service constitutes the entire agreements between you and the Company and supersedes any and all previous agreements, written or oral, between you and the Company, including previous versions of the Terms of Service.

These Terms shall be governed by the laws of the State of Illinois without regard to conflict of laws principles. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of Illinois, for the purpose of resolving any dispute relating to your access to or use of the Service.

Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.

Technical support is only provided to paying account holders and is only available via email.

You understand that UserHorn uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any UserHorn customer, employee, member, or officer will result in immediate account termination.

UserHorn does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.