

Terms and Conditions

for using the Combeeneration Platform

Preamble

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the combeeneration.com Platform ("Platform") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and Combeeneration GmbH (doing business as "Combeeneration", "we", "us" or "our"). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the Platform and Services. By accessing and using the Platform and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and Combeeneration, even though it is electronic and is not physically signed by you, and it governs your use of the Platform and Services.

Accounts and membership

If you register for one or more Accounts on the Platform, you are responsible for maintaining the security of your Accounts and you are fully responsible for all activities that occur under these Accounts and any other actions taken in connection with it. Within an Account you can add one or many Product Presenters. Product Presenters are Configurators, 3D Viewers and other related Combeeneration Products. After you published a Product Presenter, we call it "Active" and it operates wherever it is embedded, otherwise the Product Presenter is "Inactive".

We may, but have no obligation to, monitor and review new Accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your Account. You must immediately notify us of any unauthorized uses of your Accounts or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your Accounts (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address, Internet protocol address or other identifiers to prevent further registration.

User content

We do not own any data, information or material that you submit on the Platform in the course of using the Service (collectively, “User Content”). You shall have sole intellectual property ownership or right to use of all User Content. You shall have sole the responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, of all your User Content. We may, but have no obligation to, monitor and review the User Content. You grant us permission to access, copy, distribute, store, transmit, display and perform the Content of your user account solely as required for the purpose of providing the Services to you.

We reserve the right to delete any Inactive Product Presenter which have not been updated or modified for a period of 12 months or longer. Additionally, we reserve the right to delete Accounts where no Product Presenter is Active and there has been no login activity for a period of 12 months or longer. In such cases, we will notify you via email prior to deleting the account.

Billing and payments

We use Account Consolidation to combine multiple Accounts created by the same legally distinct entity into a single billing entity (further referred as “Consolidated billing Accounts”), to provide a comprehensive view of the entity's activities. This process will be applied to any number of Accounts, as long as they belong to the same legally distinct entity.

You shall pay all fees or charges to your Accounts in accordance with the fees, charges, and terms in effect at the time a fee or charge is due and payable. Where Services are offered on a free trial basis, payment may be required after the free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period). If auto-renewal is enabled for the Services you have subscribed for, you will be charged automatically in accordance with the term you selected. We reserve the right to change products and product pricing at any time. In case of such a pricing change, you will be noticed at least 3 months before the change will take effect.

Furthermore, Combeeneration has the right to adjust prices annually based on the Austrian consumer price index “VPI 2020”, published at <https://www.statistik.at/>. If the index is no longer listed, a comparable index will be used instead.

We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased or free Services. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

Accounts without Active Product Presenters not only incurs no pay-per-use charge, but they are also free from service fees.

Accuracy of information

Occasionally there may be information on the Platform that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions and offers. We reserve the right to correct any errors, inaccuracies, omissions, and to change or update information or cancel orders if any information on the Platform or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Platform including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Platform should be taken to indicate that all information on the Platform or Services has been modified or updated.

Uptime warranty

We offer a Service uptime warranty of 99% of available time per month. The service uptime warranty does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you or your activities; (3) outages that do not affect core Service functionality; (4) causes beyond our control or that are not reasonably foreseeable; and (5) outages related to the reliability of certain programming environments.

Limits of usage

Generally, there is no limit to the number of visits per month for the use of our products. In the event of more than 100.000 (one hundred thousand) visits (configurations) per month, however, we reserve the right to increase the monthly fee or limit the services (Fair-Use Policy).

Furthermore, the 3D Viewer product is generally free of charge and can be used without any use restrictions. However, we reserve the right to implement use limitations on the 3D Viewer product, subject to a Fair-Use Policy. In such cases, we will provide reasonable notice and alternative options for continued usage, including upgrading to a paid billing plan.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Platform and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Platform and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Platform and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Platform and Services for violating any of the prohibited uses.

Intellectual property rights

“Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by Combeeneration or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Combeeneration. All trademarks, service marks, graphics and logos used in connection with the Platform and Services, are trademarks or registered trademarks of Combeeneration or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Platform and Services may be the trademarks of other third parties. Your use of the Platform and Services grants you no right or license to reproduce or otherwise use any of Combeeneration or third-party trademarks.

Disclaimer of warranty

You agree that such Service is provided on an “as is” and “as available” basis and that your use of the Platform and Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered through the Service unless stated otherwise. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will Combeeneration, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity, loss of reputation) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Combeeneration and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount no greater than one U.S. dollar or any amounts actually paid in cash by you to Combeeneration for the prior one-month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Indemnification

You agree to indemnify and hold Combeeneration and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Platform and Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Austria without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Austria. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Austria, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Assignment

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all its assets or stock or as part of a merger.

Changes and amendments

We reserve the right to modify this Agreement, or its terms related to the Platform and Services at any time at our discretion. Upon making any such changes, we will update the date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Platform and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Platform and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Platform and Services.

Contacting us

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

office@combeenation.com

This document was last updated on May 22, 2024