

# VisPlan - Terms of service

**Effective Date April 14, 2021.**

This is a legal agreement between any party that uses the VisPlan Application or website and VisPlan. VisPlan is the proprietor of the service “VisPlan”, referred to as “the Service” in the following. The Customer is a professional entity (non-consumer). This Agreement regulates the Customer’s license to use the Service, including the right to customer support and maintenance (“the License”).

By using or accessing this website or by accessing or using any part of the Service the Customer agree to be bound by these Terms of Service and by the VisPlan Privacy Policy at [privacy-statement](#) , which are collectively referred to as the “Agreement”. If the Customer do not agree to these terms and conditions the Customer have no right to access or use the website or the Service. In the event of a conflict between the Terms of Service and the Privacy Policy, the Terms of Service shall govern. This Agreement has priority in the case of contradiction with any other agreements or understandings between the Parties. VisPlan explicitly rejects any other terms deviating from the terms stipulated in this Agreement, unless otherwise is agreed and confirmed in writing.

We may revise these Terms of Service and the VisPlan Privacy Policy from time to time, please review them frequently to check for any changes. We will inform of any changes by posting the new Terms of Service on the website. The effective date of the Terms of Service is the date of the latest revision. By continuing to use the Service and the website after the effective date, the Customer agree to be bound by the revised Agreement. If the Customer do not agree to the revisions then use must stop.

## **1. Description of the Service**

The Service enables the Customer to create, communicate and execute plans. You can create and edit elements of plans, collaborate as a team engaged to create a plan, The Service will provide a visual representation of the plan and how the elements and entities of the plans are connected.

We reserve the right to make changes to the design, offerings, technical specifications, systems, and other functions of the Service, at any time without prior notice.

The Service is generally available at any time. However, we may schedule downtime during which time the Service will be unavailable for technical, maintenance, operational, or security reasons. You acknowledge that VisPlan cannot guarantee the Customer access to the Internet and that VisPlan shall not be in any way responsible if You are unable to access the Service due to deficiencies in the Customers own Internet connections or equipment.

## **2. Creating an Account**

To use the Service, the Customer must download the VisPlan Microsoft Teams App from Microsoft Appsource. The Customer will automatically be granted a free trial, which the Customer can choose to upgrade to a paid account.

## **3. Fees**

Children under the age of 18 do not qualify to use the Service, nor do any former users whose accounts have been removed by VisPlan for any reason. If customer do not qualify to use the Service, the customer may not create an account or use the Service or this website.

By using the Service, the Customer are expressly agreeing that VisPlan is permitted to bill the Customer a subscription fee for paid subscriptions, any applicable tax and any other charges the Customer may incur in connection with the Customers use of the Service. The subscription fee will be billed at the beginning of the Customers subscription. VisPlan will then automatically bill the Customers each billing period. All fees and charges are nonrefundable, and there are no refunds or credits for partially used periods. If the Customers credit or debit card reaches its expiration date, the Customers continued use of the Service constitutes the Customer authorization for VisPlan to continue billing the Customer, and the Customer remain responsible for any uncollected amounts.

The subscription will be automatically renewed at the end of each term for a term of equal length, without prior notice, unless and until canceled by the Customer, or VisPlan terminate it. The subscription must be canceled before it renews to avoid billing of the next term's subscription fees.

The license fee excludes value added tax (VAT) and any other taxes or public fees. The license fee also excludes consultancy services.

VisPlan reserves the right to adjust the remuneration for the license fee.

## **4. Termination**

Both Parties may cancel the Agreement with three month's prior notice to the other Party.

If the Customer breach this Agreement, VisPlan will have the right to terminate the subscription immediately, without notice, and to deactivate the Customer's account. In the event of such termination VisPlan will not be required to refund any fees paid by the Customer. Termination of the subscription includes removal of access to all features of the Service and the Customer agree that all terminations will be made in Our sole discretion and that VisPlan will not be liable to the Customer nor any third party for termination of the Customers subscription.

We reserve the right to delete a free trial account after an extended period of inactivity and the right to delete a paid account that has gone unpaid for more than 60 days.

The customer acknowledge that, although VisPlan have no obligation to monitor the Customers use of the Service, it has the right to do so for the purpose of operating the Service, to ensure compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

## 5. Maintenance services

VisPlan strives to provide the Customer with 24-hour access to the Software without any errors. However, VisPlan cannot guarantee that errors will never occur. The Customer shall report any error to VisPlan without undue delay.

VisPlan will repair errors in the Service in accordance with the following plan:

|          | Category        | Description                                                                                                                                                  | Estimated repair time |
|----------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>A</b> | Critical errors | – Errors leading to complete shutdown of the Software, loss of data and other functions which are critical to the Customer based on an objective assessment. | Within 24 hours       |
| <b>B</b> | Serious errors  | – Errors that requires significant amount of time and resources to circumvent and are important to the Customer based on an objective assessment.            | Within three days     |
| <b>C</b> | Minor errors    | -Errors related to minor functions of the Software not operating as intended, which has only minor effects to the Customer's use.                            | Consecutively         |

Please note that the time schedule described above only provides and estimated repair time. VisPlan cannot guarantee that deviations from the estimated time schedule will never occur. Repair time is defined as the time until a fix or workaround has been made available to the Customer excluding holidays and weekends. In case an error is caused by faults in the infrastructure such as Office 365, VisPlan will do its best to provide a workaround.

## 6. Data protection

VisPlan does not collect or process the Customer's data, such as files etc. The data provided by the Customer while using the Software is only available to the Customer.

The Service is delivered on Microsoft Office 365 Cloud Services and Microsoft Azure. All customer data is stored in the customers Microsoft Office 365 tenant. All data stored or processed on the service are anonymous and non-traceable to individual persons. As such, VisPlan will not store, collect or process personal data on behalf of the Customer.

## **7. Transfer of rights under this Agreement**

The Parties may not transfer the rights awarded under this Agreement to third parties without the explicit and written consent from the other Party.

## **8. LIMITATION OF LIABILITY**

Visplan shall in no event be liable for any lost profits, lost savings, loss of reputation, loss of goodwill, indirect, incidental, punitive, special, or consequential damages arising out of or in connection with the sale of any products or services by Visplan or the use thereof whether or not such damages are based on tort, warranty, contract or other legal theory, even if Visplan has been advised or is aware of the possibilities of such damages. Decisions aggregate and cumulative liability towards you shall not exceed the amount related to remuneration for the license under this agreement.

Your claim for damages must be notified to Visplan within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim.

## **9. INDEMNITIES**

The customer agrees to indemnify and hold decision, its affiliates, officers, employees, agents, consultants, and advisers, harmless from any and all claims, including but not limited to damages, legal fees, cost, and expenses, from third parties arising in connection with the software and any accompanying products or services.

## **10. Force majeure**

If either VisPlan or the Customer is prevented from performing any of the obligations under this Agreement due to an exceptional event beyond the Parties' control, which could not reasonably have been foreseen before accepting this Agreement, the non-performing Party shall give immediate notice to the other Party that a force majeure event has occurred. The obligations under this Agreement are suspended for the period of the force majeure event, without any liability for the non-performing Party.

A force majeure event may be but is not limited to war, terrorism and natural disasters such as earthquakes, drought and floods.

## **11. Intellectual property rights**

VisPlan has the exclusive and worldwide right to all intellectual property rights included and related to the Software, whether patentable or not and whether registered or not.

This includes but is not limited to the source code, software logs, interface design, concepts, methods, designs and trademarks.

The License awarded under this Agreement is non-exclusive, revocable and non-transferable. The Customer may not copy, modify, reengineer, upload, distribute, transfer, sublicense, lease, lend or rent the software to any third party.

All rights in and to the Software and the Service not expressly granted to the Customer are reserved by VisPlan and the relevant third party licensors.

## **12. Severity**

If any part of this Agreement is found to be invalid due to mandatory statutory law or a final legal judgment, it shall only affect those parts found to be invalid. The remaining parts of the Agreement will still be enforceable.

## **13. Governing law and legal venue**

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

This Agreement is governed by the laws of Sweden. Any dispute that is not solved amicably shall be resolved by judicial mediation. If judicial mediation fails, VisPlan and the Customer agree to Stockholm District Court as legal venue.

## Notices

Except as otherwise set forth herein, notices made by VisPlan under this Agreement that affect customers generally (e.g., notices of updated fees, etc.) will be posted on VisPlan website. Notices for the Customer account specifically (e.g., notices of breach) will be provided to the email address provided to VisPlan when registered for the Service or any updated email address provided. It is the Customers responsibility to keep the email address current and the Customer will be deemed to have received any email sent to any such email address, upon Our sending of the email, whether or not actually received the email. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

Notices to VisPlan under this Agreement and questions regarding this Agreement or the Service, must be sent to the following address:

[support@VisPlan.com](mailto:support@VisPlan.com) and/or

Visual Strategy AB

Box 1113

SE-131 26 Nacka Strand

Sweden