

TERMS & CONDITIONS

Last updated: 30 July 2024

INTRODUCTION

These Terms & Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "the Client") and Naratix SRL ("Naratix", "Company", "we", "us", or "our"), concerning your access to and use of the <https://Naratix.ai/> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site").

By accessing the website at <https://Naratix.ai/> you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site.

SECTION 1. WHAT IS NARATIX?

Naratix stands out as a unique content automation tool. It allows you to effortlessly create E-commerce product descriptions by simply inputting the EAN code. Tailor these descriptions to reflect your brand voice, cater to your customer persona, incorporate current events such as Christmas, Spring Sales, Black Friday, and enhance your existing product data.

Beyond E-commerce, our clients leverage Naratix to swiftly craft genuine articles, content pages, and even social media posts that can be disseminated to a vast audience of millions of followers.

Naratix has been purposefully built to accomplish the following:

- Ecommerce Product Descriptions
- Blog Articles that are on Brand
- Data Enrichment
- Ecommerce Newsletters
- Social Media posts

SECTION 2. DISCLAIMER

2.1 No Warranties

We expressly disclaim any warranties, whether express or implied, regarding the products and services offered for sale or any other piece of information shown on our website. This includes, but it is not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, and any implied warranties arising from the course of dealing, usage, or trade.

Your use of the website is at your sole risk. The website is provided on an "AS IS" and "AS AVAILABLE" basis.

Naratix, its subsidiaries, affiliates, and licensors do not warrant that:

- a) the website will function uninterrupted, secure, or available at any particular time or location;
- b) any errors or defects will be corrected;
- c) the website is free of viruses or other harmful components; or
- d) the results of using the website will meet your requirements.

2.2 Accuracy of Information

While we make reasonable efforts to ensure the accuracy and completeness of the information provided on our website, we do not warrant that the content is error-free, reliable, or up-to-date.

We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice.

2.3 Third-Party Representations

Any statements, representations, or descriptions made by third parties are not endorsed by us and we disclaim any responsibility for the accuracy of such information.

We recommend that you independently verify any information provided by third parties before relying on it.

2.4 Technical Issues and Interruptions

We do not warrant that our website will be uninterrupted, secure, or error-free. We disclaim any liability for any loss or damage resulting from technical errors, interruptions, or unauthorized access to our website.

We reserve the right to suspend, modify, or discontinue any part of our website without prior notice.

2.5 Local Laws and Regulations

Any use of the products and services listed on our website may be subject to local laws and regulations. We disclaim any responsibility for ensuring compliance with such laws and it is your responsibility to verify and adhere to local regulations.

2.6 No Professional Advice

Information provided on our website is not intended as professional advice.

SECTION 3. LIMITATIONS

Under no circumstances shall Naratix or its suppliers be held liable for any damages, including, but not limited to, those resulting from data loss, profit loss, or business interruption, arising from the use or inability to use the materials found on the website. This applies even if Naratix or an authorized representative of Naratix has been informed, whether verbally or in writing, about the possibility of such damages.

To the maximum extent permitted by law we exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it or that we send to you.

In particular, Naratix will not be liable for:

- loss of profits, sales, business, revenue, anticipated savings, business opportunity, goodwill or reputation or any business interruption; or
- any indirect or consequential loss or damage.

SECTION 4. MATERIAL ACCURACY

The materials featured on Naratix's website may contain technical, typographical, or photographic discrepancies. Naratix cannot guarantee the accuracy, completeness, or currency of the materials presented on its website. Naratix retains the right to modify the materials on its website without prior notice. However, it should be noted that Naratix does not undertake a commitment to regularly update these materials.

SECTION 5. LINKS AND THIRD-PARTY SITES

This website may contain links to third-party websites. Your use of all links to third-party websites is at your own risk. We do not monitor or have any control over and make no claim or

representation regarding third-party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a third-party websites does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-party websites.

When you leave this Website, whether via a link contained on our Website or through the use of your web browser or other navigational tool, the information you view is not provided by us. Our terms and policies do not govern your use of third-party websites. We are not responsible for, have no control over and do not monitor or review the content of any other website. A link to a third-party website does not imply sponsorship, approval, affiliation or endorsement by Naratix of the linked third-party website or of that third party's products or services.

SECTION 6. USER REGISTRATION

To access and utilize the software functionalities of Naratix it is mandatory to complete the registration process on the Site. By proceeding with the registration, you hereby acknowledge and agree to comply with the General Terms and Conditions of the License Agreement, which will be presented to you during the registration process.

By subscribing to any of the Plans presented on the website, you hereby acknowledge and agree to comply with the correspondent Specific Terms, which will be presented to you.

You commit to maintaining the confidentiality of your password and assume responsibility for all activities conducted using your account and password. We retain the authority to revoke, recover, or modify any username you choose if we, at our sole discretion, find it inappropriate, obscene, or objectionable.

Naratix reserves the right to terminate, without prior notice, the accounts and access of members who violate the Terms and Conditions of the website, in accordance with this document.

SECTION 7. FEES AND PAYMENT

Access to certain services on our website may require a purchase or payment of a fee. By using the Site, you agree to provide up-to-date, comprehensive, and accurate information regarding purchases and account details. Additionally, you commit to promptly updating account and payment details, such as email address, payment method, and payment card expiration date, to facilitate transaction completion and necessary communication.

We retain the right to correct any errors or mistakes in pricing, even if payment has already been requested or received. Furthermore, we reserve the right to refuse any order submitted through the Site.

SECTION 8. CHANGES TO THE TERMS & CONDITIONS

Naratix reserves the right, at its sole discretion, to modify or replace these terms at any time.

By continuing to access or use our website after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the website.

SECTION 9. RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

SECTION 10. GOVERNING LAW

These terms and conditions are governed by and construed in accordance with the laws of Romania. Parties to these Terms agree to the exclusive jurisdiction of the courts of Romania.

SECTION 11. FORCE MAJEURE

Neither Party shall be in breach of this Terms and Conditions in the event it is unable to perform its obligations as a result of natural disaster, war, emergency conditions, labour strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or condition beyond its reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than thirty (30) calendar days, either Party may terminate the Agreement affected by such force majeure following the written notice to the other Party.

SECTION 12. USER CONDUCT

Naratix expects all users to adhere to a code of conduct that reflects respect for all parties involved and full compliance with relevant legal statutes. By accessing and utilizing this website, you hereby undertake the obligation to refrain from any actions that could potentially disrupt the user experience, infringe upon the law, or compromise the integrity of our website community. These actions encompass, though are not confined to, abstaining from any form of harassment, the use of hate speech, spamming, or any other behaviors that could detrimentally impact our platform's standing.

SECTION 13. COPYRIGHT AND INTELLECTUAL PROPERTY

All the content available on the website, including but not limited to text, images, videos, and other materials, is protected by copyright laws and other intellectual property rights. Users are expressly prohibited from reproducing, distributing, or using any of this content without obtaining the necessary permissions. Any unauthorized use of our content may result in legal actions.

SECTION 14. CONTACT INFORMATION

If you have any inquiries, concerns, or wish to report violations of our terms and conditions, we kindly request you to contact us at hello@naratix.ai. Your concerns will be addressed with the utmost diligence and professionalism.

SECTION 15. PRIVACY POLICY AND COOKIE POLICY

Please refer to our Privacy Policy and Cookies Policy. You agree that they constitute part of these terms. You must read our Privacy Policy and Cookies Policy before you use the website.