

## Terms of Conditions

These Terms and Conditions (“Terms”) govern your access and use of the Textero.ai service (“Service”) provided by Textero.ai. By accessing or using the Service, you agree to be bound by these Terms. To be fully aware of the terms and conditions stated herein, please read them carefully. You claim and warrant that You have full legal authority to accept these Terms and to be legally bound by it. If you do not agree to these Terms, you may not access or use the Service.

The Services are provided and operated by Nuovo Step s.r.o.

## Definitions

“**Services**” mean provision of a Textero.ai, an innovative cloud-based tool that provides advanced AI technology to generate unique content for academic writing, including an essay generator and an essay editor. The Service may include features such as natural language processing, machine learning, and data analytics to provide insights and summaries of text data.

“**Terms**” mean Terms of Conditions also include other documents, related to provision of our services, such as, Privacy Policy. Every document might be updated/modified/renounced at our discretion from time to time.

“**Textero.ai**”, “**Textero**”, “**we**”, “**our**”, or “**us**”, means Nuovo Step s.r.o., a company registered under the laws of the Czech Republic, domiciled at Klimentská 1216/46, Nové Město, 110 00 Praha.

“**User**”, “**You**” means a natural person, individual entrepreneur, or a legal entity that uses our Services.

“**Payment Method**” means a current, valid, accepted method of payment, which may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your subscription before your billing date, you authorize us to charge the subscription fee for the next billing cycle to your Payment Method.

## User Registration

To use the Service, you must register for an account by providing your email address, and other required information. You are responsible for keeping your account information accurate and up to date. You agree to keep your password confidential and will be responsible for all use of your account and password. You may not use the Service on behalf of anyone else or allow anyone else to use your account.

## Registration Obligations

You certify that:

You have reached the age of majority in the province or state of residence.

You are not barred from receiving service or products under applicable law.

You are able to enter into a binding legal obligation

You will not attempt any activity that is illegal or will cause harm to our services or our users.

Your use of any service offered by Textero.ai will comply with these Terms and Conditions.

### **Use of Service**

You may use the Service only for lawful purposes and in accordance with these Terms. You may not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not attempt to gain unauthorized access to the Service or any of its features.

Furthermore, You allow us to use the deliverables for the purposes of analytics and for the use with other services at our discretion.

### **Fair Usage Policy**

The "Fair Usage Policy" implies that even if you have subscribed to an "unlimited" usage or any other non-specific usage plan, the usage is still subject to reasonable limits determined by Textero.ai at its own discretion, with the aim of preventing misuse of site services and use cases that the site may not be able to handle. This policy is designed to ensure that the majority of users can use the site services without any issues. By subscribing to the site services, you accept and acknowledge the Fair Usage Policy.

### **WARRANTY DISCLAIMER**

The Textero.ai service is provided "as is" and without warranty of any kind, whether express or implied, as to results that may be attempted from the use of the Services or the accuracy of any other information obtained through Textero.ai.

Textero.ai does not warrant that the service will meet your requirements or that the service will be uninterrupted or error-free. Furthermore, Textero.ai does not make any warranty as to the accuracy, completeness, reliability, or timeliness of any information provided by the service.

Textero.ai does not warrant that the service will be free from defects or that any defects will be corrected. You acknowledge and agree that you assume all responsibility for the selection of the service to achieve your intended results, and for the use and results obtained from the service.

Textero.ai shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to the use of the service, including but not limited to lost profits or lost data.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

### **Subscription**

Your subscription plan will continue on 30-days basis until terminated. To use our services you must have Internet access, an internet ready device, a valid working E-mail, and provide us with one or more Payment Methods. To

receive Textero account info and communication, a valid working E-mail is required. We are not responsible for invalid E-mails provided on sign up.

### **Subscription Pricing Plans**

You may find [here](#) the information regarding the Subscription Pricing Plans that are currently available.

### **Cancellation of Subscription**

We understand that sometimes our customers may wish to cancel their subscription and request a refund. Therefore, we offer the following refund policy:

- a. If you cancel your monthly subscription within the first 7 days of your initial purchase, you are eligible for a full refund.
- b. If you cancel your monthly subscription after the first 7 days, we will not provide a refund for the current month's subscription fee, but you will not be charged for any subsequent months.
- c. If you have any issues or concerns with our service, please contact us at [marketing@textero.ai](mailto:marketing@textero.ai) so we can work to resolve the issue before you decide to cancel your subscription.

Please note, that any refund may only be done to the same account, from which the payment has been made.

### **Intellectual Property Rights and Restriction of Use**

You agree and acknowledge that the proprietary and confidential information contained in and utilized by Textero and Textero.ai technology and services are protected by intellectual property and other laws. Using our Services does not give you ownership of any of the content you access or intellectual property rights in our services. This Terms does not transfer to you any right of ownership in or related to services offered by us, intellectual property rights owned by us, or the technology owned by us. All title, right, and interest to Textero 's technology, content, and services are owned by Textero (and its licensors when the service uses 3rd party technologies, content, and data) and all title right and interest including, but not limited to, ideas, suggestions, enhancement requests, recommendations, feedback, or other information provided by you directly, or any other party with interest or links to the service, are also the property of Textero. You further agree and acknowledge that the content contained in promotions, advertisements, campaigns, or other material is protected by service marks, trademarks, patents, and copyrights. Our name and logos are trademarks and service marks of Nuovo Step s.r.o. Nothing in these Terms or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Nuovo Step s.r.o Trademarks will insure to our exclusive benefit.

### **Personal Data, Payment Information**

For details of how we collect, use, and store your personal data (if any), including your personal data as a natural person, and your payment details, please see our Privacy Policy.

### **Miscellaneous**

You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another person where we reasonably believe your rights will not be affected.

If you breach these Terms, and we choose to ignore this, we will still be entitled to rely on our rights and remedies at a later date or in any other situation where you breach these Terms.

### **Term And Termination**

These Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

### **Governing law and jurisdiction**

These Terms are governed by the laws of the Czech Republic.

In the event of any dispute between you and us, where you are acting as a consumer, you can take the matter to the **Association of Czech Consumers (ACC)**. More details can be found at <http://www.konzument.cz/>.

In addition, You waive your right for any dispute to be brought, heard or arbitrated as a class, collective, representative, or private attorney general action, or as a member in any such class, collective, representative or private attorney general proceeding.

### **Contact details**

If you require further information about the Services, please contact us at [marketing@textero.ai](mailto:marketing@textero.ai).

### **Policy Versions**

Version 1.0. Last modified: March 2023.