

ProSyft Terms of Use

Last updated: [17/09/2025]

1. Definitions

- Service means the ProSyft website, platform, applications, software, tools, documentation, and any features, content, or modules provided therein.
- User Content means any data, information, documents, materials, or inputs (including uploaded data) submitted or provided by you in connection with using the Service.
- Intellectual Property Rights means all patents, trademarks, service marks, trade names, copyrights, database rights, design rights, trade secrets, know-how and any other intellectual property rights, whether registered or unregistered.

2. Use of the Service

- Eligibility: You represent and warrant that you are legally capable of entering into binding contracts and that you are not prohibited from using the Service under applicable law.
- License: Subject to these Terms, ProSyft grants you a limited, non-exclusive, non-transferable license to access and use the Service for its intended purposes.
- Restrictions: You agree not to: (a) Use the Service in any unlawful manner, or in a manner that could damage, disable, overburden, or impair the Service; (b) Reverse engineer, decompile, disassemble, or attempt to derive the source code, algorithms, or underlying logic of the Service (unless permitted by applicable law); (c) Access or use the Service to build a competing product; (d) Remove or alter any proprietary notices, labels or marks from materials or software.

3. Data, Security & Privacy

- Your Data & Confidentiality: All User Content is your responsibility. We will maintain confidentiality of any non-public information you provide, subject to the Privacy Policy.
- Data Security: ProSyft implements reasonable technical and organizational measures to protect your data.
- Privacy Policy: Use of personal data is governed by our Privacy Policy, which is incorporated into these Terms by reference.

4. Intellectual Property

- Ownership: ProSyft (or its licensors) retains all right, title, and interest in and to the Service, including all Intellectual Property Rights.

- Feedback: If you provide suggestions, ideas, or improvements (“Feedback”) relating to the Service, you grant us a royalty-free, worldwide, irrevocable, transferable license to use and incorporate such Feedback without restriction.

5. Representations & Warranties

- You represent and warrant that: (a) you have all necessary rights to provide the User Content; (b) your User Content does not infringe any third-party rights; (c) your use of the Service complies with all applicable laws, regulations or ethical standards.
- Disclaimers: The Service is provided “as is,” without warranty of any kind. To the fullest extent permitted by law, ProSyft disclaims all warranties, whether express, implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, availability or accuracy.

6. Limitation of Liability

- To the maximum extent permitted by law, ProSyft and its officers, directors, employees, agents, licensors or affiliates will not be liable for any indirect, incidental, special, consequential, punitive damages arising out of or in connection with the Service.
- Our total aggregate liability to you under these Terms shall in no event exceed the amount you have paid us in the preceding twelve (12) months (if any) for access to the Service.

7. Term, Termination

- Term: These Terms are effective from the date you first use the Service and continue until terminated.
- Termination by You: You may stop using the Service at any time.
- Termination by ProSyft: We may suspend or terminate your access to all or part of the Service at any time, with notice, if you breach these Terms or for reasons related to security, legal compliance, or other legitimate business reasons.
- Effect of Termination: Upon termination, your rights under these Terms will cease. Sections that by their nature should survive will survive (e.g. intellectual property, confidentiality, limitation of liability).

8. Governing Law and Dispute Resolution

- Governing Law: These Terms are governed by and construed in accordance with the laws of The United Kingdom.
- Dispute Resolution: Any dispute arising under or in connection with these Terms shall be resolved in the courts of The United Kingdom, and you hereby submit to the exclusive jurisdiction of those courts.

9. Changes to the Terms

- We may modify these Terms from time to time. When we do, we will post updated Terms on the Site and update the 'Last updated' date. Continued use of the Service after such posting constitutes acceptance of the revised Terms.

10. Miscellaneous

- Severability: If any provision of these Terms is held invalid or unenforceable, that provision will be struck and the remaining provisions will remain in full force and effect.
- Waiver: Our failure to enforce any right or provision under these Terms does not constitute a waiver of that right.
- Entire Agreement: These Terms (including the Privacy Policy and any other documents expressly incorporated) constitute the entire agreement between you and ProSyft regarding your use of the Service.
- Assignment: You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may assign them freely.

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