



Hyperflow Service Platform

Terms of Service

Effective from: 1st July 2019.



MACHINE MIND

WE LOVE DATA

§1 SERVICE PROVIDER

1. The Service provider of service available at the <https://hyperflow.eu> (called Service Platform) is Machine Mind Ltd with its registered office in: 35 Follager Road, CV21 2JF Rugby, United Kingdom (United Kingdom), which is a company (Private Limited Company) legally registered in England and Wales (number 11731290) in the register kept by Companies House UK.

Contact with the Service Provider can be obtained by:

- e-mail address: office@machinemind.ltd,
 - telephone number +44 744 76 75 934 (the cost of a call - according to the price list of the operator of international calls to Great Britain),
 - Service Platform after registration and logging in.
2. By using the service as a Customer, you accept these Regulations. The Service Provider reserves the right to change the following regulations for important reasons, especially for technical reasons to provide services electronically and to adjust the regulations to comply with the law, about which he will inform Customers by email 30 days in advance.

§2 TYPES AND SCOPE OF SERVICES

1. The Service Provider provides services via the Service Platform within the scope of specifications described in the Shop - Service Platform tab.
2. Individual services (called services or modules) may have individual regulations that complement these regulations.
3. Individual service regulations are presented in the Service Platform Store tab after selecting the service details and directly before ordering the service.
4. In the event of a conflict between the provisions of these regulations and the regulations of individual services - individual service regulations apply.
5. The Service Provider provides services only to entrepreneurs, that is, natural or legal persons conducting business in the European Union and in the countries associated with the EU, ie Iceland, Liechtenstein, Norway and Switzerland.

§3 CUSTOMER ACCOUNT (MAIN USER ACCOUNT)

1. To order services by the Customer (including free test services), it is necessary to have a Customer Account on the Service Platform.
2. The registration of the Customer Account is done by filling the form available at URL: <https://hyperflow.eu/client/register>.
3. The Customer Account registration form contains billing data necessary to issue an invoice for services ordered in the future and Master User personal data (e-mail address used as login, contact name and password).
4. The Main User's account is an integral part of the Customer's account and allows for the management of the Customer Account (ordering services, changing personal data, password) and for regular use of the Platform's services.
5. To log in to the Platform, use the main user's e-mail address.
6. Registration of the Customer Account (including the User's Main Account) and its maintenance is free of charge.

7. The Service Provider reserves the right to delete the Customer Account if for 30 days the Customer does not have one active service.
8. The Customer is responsible for the accuracy of the data provided in the registration form Customer Account and declares that he is authorized to represent the company, the data he reported in the registration form.
9. The Customer may have only one active Customer Account.
10. The Service Provider reserves the right to its own verification of the data provided in the Customer Account registration form and to reject the Customer Account registration form and refuse to provide services if any of the following situations occur:
 - the data provided by the Customer are false,
 - data provided by the Customer belongs to an entity that is not active in the EU or associated countries with the EU,
 - the registration was made by a person that has to right to represent the entity,
 - an attempt was made to create more than one Customer Account for the same entity.

§4 ACTIVATING THE SERVICE

1. After successful creation of the Customer Account - the Customer may order services by selecting an item from the catalog of available services in the Shop tab, after logging by using the Main User's access data (e-mail and password).
2. Activation of the service order takes place after the Customer has made the payment in advance. This does not apply to services available free of charge (Test Services).
3. Activation of the service takes up to 24 hours from the time of payment.
4. The payment is meant as the receipt of funds by the Service Provider on bank account or confirmation from the payment agent (PayPal.com, Stripe.com) - depending on the channel of payment.
5. Payment for ordered services is made using the Orders tab.
6. The current status of services, dates of validity and other service parameters are presented in the My services tab.

§5 PRICES AND PAYMENT

1. Depending on the nature of the service, it could be offered 2 options:
 - Time access - the service is available for a period of time expressed in days, e.g. "Access for 30 days" and billed for that period,
 - Quantitative access - expressed in the number of requests to the service, e.g. 30 requests to the PEP list and settled according to purchased Quantity packages.
2. The request balance for a given service is the number of requests available (purchased and unused) for the Customer regarding only this service.
3. The Customer has the right to extend the service at any time in accordance with the current price list.
4. All contracts are concluded for an indefinite period - without the obligation to prolong for subsequent periods, unless the detailed offer concerns a fixed-term contract.
5. In the case of Quantitative Access - the definition of "requests to the service" and specific conditions, e.g. the period of validity of the quantitative packet - is specified in the individual service regulations.
6. Services ordered but not active can be canceled free of charge at any time using the Platform - Orders tab.
7. Services ordered and active are not refundable.

§6 PRIVACY

1. The Service Provider ensures the privacy of the data processed to Customers.
2. The Customer agrees to the processing of personal data contained in the registration form (data of the Main User - used for logging in) by the Service Provider to the extent enabling the performance of the contract.
3. In the case of payment for the service using payment intermediaries - the Customer agrees to disclose personal data to intermediaries in payments (e.g. PayPal.com or Stripe.com) only for the purpose of processing the payment.
4. If the services are purchased by a third party - the list of official distributors - the Customer agrees to disclose personal data to distributors only for the purpose of issuing payment documents by the Distributor (proforma, VAT invoice) and processing the payment.
5. Actual list of official software distributors is available at the address: <http://machinemind.ltd/distributors/>
5. The Customer has the right to access, modify and delete his personal data from the Service Provider's database at any time, free of charge.
6. Detailed principles of privacy and data protection, including the Cookies Policy, are described in the HyperFlow Privacy Policy.

§7 OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider provides the Customer with access to the Service Platform 24 hours a day, seven days a week.
2. The Service Provider reserves the right to short breaks in the operation of the service resulting from periodic system maintenance (updating) or caused by unpredictable situations (natural disasters, international link failures, DDOS attacks, etc.).
3. In the event of a planned interruption in the operation of the services, the service provider will inform all the Customers about this fact in advance in time, provided that a break was foreseeable.
4. The Service Provider may refuse to provide the services of the Customer in the event of violation of the rules set out in these Regulations.
5. If the service is not available due to the Service Provider's fault for more than 24 hours, the Service Provider undertakes to extend the service period free of charge or to grant additional requests free of charge - in the amount specified in the regulations of specific services.
6. The Service Provider undertakes to remove defects in the shortest possible time.

§8 OBLIGATIONS OF THE CUSTOMER

1. All Customers are obliged to comply with United Kingdom law, European Union law, and contractual rules of using the Internet.
2. The Customer is obliged to use the Platform Service only for his own use, related to his business activity.
3. The Customer may not, without the consent of the Service Provider, make the Platform's resources available to third parties and entities, in particular to resale services.
4. The Customer can not use tools that automate work in the service platform's graphical environment (does not apply to API access) by using mechanisms such as bots, macros, scripts simulating the operation of the web browser, etc.
5. The Customer is obliged to use the API mechanisms in a way that does not affect the stability of the entire Service Platform system and adhere to the technical recommendations provided by the Service Provider, e.g.

the maximum frequency of sending API requests per second. The parameters recommended for each of the services will be specified in the detailed service regulations.

6. It is the Customer's responsibility to maintain up-to-date contact details saved in the My data tab.
7. The Service Provider reserves the right to suspend the service without refund of the fee incurred for using the service, if the customer repeatedly violates the provisions of these Regulations, despite previous reminders from the Service Provider.

§8 EXCLUSIONS OF LIABILITY

1. The Service Provider excludes all liability for any damage (including direct or indirect damage consisting of bodily injury or health disorder, damage due to loss of profits related to running the business, damage resulting from business interruptions or loss of business information, and other exceptional losses), resulting from the use or inability to use the Service Platform, even if the Service Provider has been notified about the possibility of such damages.
2. The total liability of the Service Provider under any provision of these Regulations is in any case limited to the amount of money that the Customer actually paid to the Service Provider for the services.

§9 TERMINATION OF THE CONTRACT AND DELETION OF A CUSTOMER'S ACCOUNT

1. The contract expires automatically in the lack of payment for the next accounting period (for services with temporary access) and after the use of a quantitative package (for quantitative access). The service becomes inactive.
2. A service contract may be terminated at any time by agreement of the parties.
3. The Customer may at any time delete the Customer Account (tab My data / Delete account).
4. Removal of the Customer's account by the Customer must be confirmed with an activation code sent to the main billing e-mail address during registration and results in termination by the Customer of all contracts for services provided within the Platform, immediately, which results in:
 - All data generated by the Customer and stored within the platform, which the Service Provider is not obliged to store, are permanently deleted,
 - All purchased quantitative packages are reset without the right to reimbursement for unused requests,
 - All purchased services with temporary access expire on the date of removing the Customer Account without the right to reimbursement of costs incurred for the unused time remaining until the end of the billing period.

§10 COMPLAINTS

1. A complaint made by the Customer, in connection with non-performance or improper performance of the service, must be made in writing or electronically and specify:
 - the Customer in a way that allows identify him and provide answers,
 - the name and type of the service to which the complaint relates,
 - reason for complaint.
2. The Customer may submit complaints:
 - via e-mail to the following address: office@machinemind.ltd,
 - traditional registered mail, to the address of the Service Provider.
3. The Service Provider will consider the complaint within 14 days from the date of its receipt, and then send the Customer a reply indicating the method of resolving the complaint and its justification.
4. The response to the complaint will be given in the form in which the complaint was submitted.

§11 INVOICING

1. The invoice for the service will be issued by the Service Provider in the month of activation of the service and it will be available for download in PDF format via the Service Platform - My invoices tab.
2. The service provider declares that he is not a VAT payer.
3. The prices for services indicated on the invoice will be expressed in GBP - Pound Sterling.

§12 FINAL PROVISIONS

1. The applicable law shall apply to the contract between the Service Provider and the Customer.
2. Information on products, specifications and illustrations contained on the Service Provider's pages were compiled on the basis of the most up-to-date information available at the time of publication.
3. Copyrights, including all materials and their layout on the website of the Customer are legally protected and are intellectual property. Copying for commercial purposes, distribution, modification and publication, without the written consent of the Service Provider, are prohibited.
Some elements of the Service Provider's websites are owned by third parties and are protected by copyrights belonging to these entities.
4. Any disputes arising from the implementation of this contract shall be submitted to and resolved by the Court competent for the Service Provider's headquarters.