

Vicitas Terms of Service

1.Introduction

This Terms of Service document outlines the terms under which members use the services provided by Vicitas. For clarity:

1.1. "You" refers to our members.

1.2. "Customer" or "Client" refers to those engaging with our members via Vicitas.

1.3. "We", "Our", or "Vicitas" refers to Vicitas, a service by Pablo Fernandez Fma.

Service Overview Vicitas offers a platform where members can present products and services, communicate with customers, dispatch feeds and notifications, and foster a customer base using Vicitas's tools.

2.Limitation of Liability

2.1. Any contracts or agreements you enter into with customers are your responsibility. Pablo Fernandez Fma is not liable for any issues that arise from such contracts.

2.2. Vicitas is not accountable for disruptions due to server or network issues.

2.3. In case of service downtime, we will strive to restore it promptly.

2.4. Vicitas shall not be held liable for financial losses experienced by members because of network or server disruptions.

3.Data Protection and Privacy

3.1. Pablo Fernandez Fma, reachable at info@vicitas.com, is the data controller for Vicitas services.

3.2. Client data will exclusively be utilized by Vicitas. We commit not to transfer personal data to third parties, even in cases of collaborations.

4. Complaint Procedures

4.1. Address service-related complaints to Pablo Fernandez Fma at info@vicitas.com.

4.2. For payment disputes, please contact PayPal directly.

4.3. Disagreements with our terms allow members to terminate their agreement by cancelling their subscription.

5. Cancellation Rights

5.1. Members can terminate their service at any given time by cancelling their subscription. However, pending payments will not be subject to refunds.

6. Development and Marketing

6.1. Pablo Fernandez Fma oversees the development and promotion of the Vicitas platform. Continuous enhancement is pursued, considering feedback from members.

6.2. Subscription revenues fund our advertising efforts, aiming to boost our online presence and attract more customers to our portal.

7. Agency Agreement

7.1. Businesses that become Agencies are allowed to use the Vicitas trademark for selling products to customers, such as business cards, review cards, attachable QR codes, and items bought from licensed print shops available on Vicitas.com.

7.2. Agencies can use the service free of charge and print their own cards and QR codes for various products they wish to sell.

7.3. Agencies must use the Vicitas platform for these activities, and all QR codes must include the "Powered by Vicitas" text along with the Vicitas logo.

7.4. Agencies can utilize the Google My Business (now Business Profile) feature to help customers gain more customers by managing reviews fairly on behalf of the customer.

7.5. Agencies represent the Vicitas trademark professionally. It is prohibited to buy reviews from external parties or manipulate reviews unfairly in ways that Google, Trustpilot, Tripadvisor, and Facebook prohibit.

7.6. By representing the Vicitas trademark, Agencies accept all rules provided by Google, Trustpilot, Tripadvisor, and Facebook. These trademarks are not owned by Vicitas and should be used respectfully.

7.7. Agencies must ensure transparency by promptly informing customers of any alterations made to their accounts, notifying them within 48 hours of any modifications.

7.8. Agencies are responsible for maintaining the integrity and security of client account credentials, refraining from sharing account usernames and passwords.

7.9. Agencies are prohibited from automating or programmatically using the Business Profile APIs in a manner that enables third parties to bypass the necessity of applying for their own Business Profile project.

7.10. Agencies must obtain explicit authorization from clients before responding to reviews on their behalf and must adhere to Google's Prohibited and Restricted Content policies.

7.11. Violations of these regulations may lead to the termination of the Agency agreement with Vicitas. Additionally, Vicitas reserves the right to revoke all "On Behalf" connections with third-party functions and integrations like Google Business Profile.

8. Print Shop Agreement

8.1. Print shops can sell their products to the Agencies through Vicitas.com and directly to end-customers via other webshops.

8.2. Although print shops can use the service for free, Vicitas will charge customers a 2-euro service fee per order. This fee is subject to yearly adjustments based on inflation. Print shops must be clear about Vicitas subscription fees and any potential limits.

8.3. When teaming up with Vicitas.com, print shops agree to feature the "Powered by Vicitas" text prominently alongside the Vicitas logo on their products.

8.4. Print shops must ensure that QR codes and links they create only lead users to Vicitas.com. It's okay for links to indirectly redirect through Vicitas. Additionally, the customer's (Agency's) logo should be visible if needed.

8.5. Print shops agree to offer their items to Agencies at a discounted rate compared to end-customers. This discounted rate must be set by the print shop, ensuring it is lower than the retail price to incentivize sales through Vicitas. Print shops may utilize package deals to address the affordability issue, offering packages with varying quantities and options, including options with or without the agency or end-customer's logo. Regardless of the package chosen, the Vicitas logo must always be visible alongside the QR code and the "Powered by Vicitas" text.

8.6. Print shops must maintain a professional presentation of the Vicitas trademark on their products. Failure to adhere to these guidelines may result in termination of the agreement with Vicitas.

9. Client Agreement (Individuals)

9.1. Individuals engaging with Vicitas services must adhere to the following guidelines:

9.1.1. Authorization: Individuals must authorize Vicitas to manage their account information and ensure the security of their personal data.

9.1.2. Transparency: Individuals will be informed of any changes made to their account by Vicitas. Vicitas will notify clients within 48 hours of any modifications.

9.1.3. Prohibited Practices: Individuals must not engage in any fraudulent activities or violate the platform's policies and guidelines.

9.1.4. Security: Individuals should maintain the security of their account credentials. Vicitas will assist in following best practices to safeguard account information.

10. Client Agreement (Businesses)

10.1. Businesses engaging with Vicitas services must adhere to the following guidelines:

10.1.1. Authorization: Businesses must authorize Vicitas to manage their Business Profile and respond to reviews on their behalf.

10.1.2. Transparency: Businesses will be informed of any changes made to their Business Profile by Vicitas. Vicitas will notify clients within 48 hours of any modifications.

10.1.3. Prohibited Practices: Businesses must not engage in fraudulent activities, such as buying reviews or manipulating ratings in ways that violate Google's Prohibited and restricted content policies. Vicitas will ensure all activities comply with these policies.

10.1.4. Security: Businesses should maintain

11. General Terms

11.1 Governing Law: This agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Pablo Fernandez Fma operates.

11.2 Amendments: Vicitas reserves the right to modify these terms at any time. Members will be notified of changes and their continued use of the service signifies acceptance of the new terms.

11.3 Severability: If any provision of this agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

11.4 Entire Agreement: This document constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior agreements and understandings.

12. Member Responsibilities

12.1 Accurate Information: Members must provide accurate and up-to-date information during the registration process and maintain this information throughout their use of the service.

12.2 Compliance: Members agree to comply with all applicable laws and regulations in their use of the Vicitas platform.

13. Intellectual Property

13.1 Ownership: Vicitas owns all rights, title, and interest in and to the platform, including all intellectual property rights. Members are granted a limited, revocable, non-exclusive, non-transferable license to use the platform.

13.2 Restrictions: Members must not