

Terms of Use

Touchize provides a subscription service that allows our customers to use Touchize Commerce module ("Touchize module") in PrestaShop e-commerce platform together with Touchize front-end client ("Touchize client") with certain touch-enabled smartphones and tablets ("Touchize ready devices").

These Terms of Use govern your use of our service. As used in these Terms of Use, "Touchize service", "our service" or "the service" means the subscription service provided by Touchize Sweden AB, including all features and functionalities, user interfaces, as well as all content and software associated with our service.

1. Subscription Service

1.1. Your Touchize subscription will continue month-to-month until terminated. To use the Touchize service you must have Internet access and a Touchize ready device, and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as 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 monthly billing date, you authorize us to charge your next month's subscription fee to your Payment Method (see "Cancellation" below).

1.2. We may offer a number of subscription plans, including special promotional plans or subscription offered by third parties in conjunction with the provision of their own products and services. Some subscription plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your Touchize subscription by visiting our account portal ("Account"), <https://account.touchize.com>.

2. Free Trials

2.1. Your Touchize subscription may start with a free trial. The free trial period of your subscription lasts for 3 months, or as otherwise specified during sign-up and is intended to allow new customers and certain former customers to try the service.

2.2. Free trial is permitted once per Internet domain name, including its test sites, regardless of number of subscription accounts created.

2.3. Free trial eligibility is determined by Touchize at its sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. Customers with an existing or recent Touchize subscription are not eligible. We may use information such as domain name, method of payment or an account email address used with an existing or recent Touchize subscription to determine eligibility. For combinations with other offers, restrictions may apply.

2.4. We will charge your Payment Method for your monthly subscription fee at the end of the free trial period unless you cancel your subscription prior to the end of the free trial period. To view the monthly subscription price and end date of your free trial period, visit our account portal and click the "Billing" link on the "Account" page.

3. Billing and Cancellation

3.1. Billing Cycle. The subscription fee for the Touchize service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your paid subscription began on a day not contained in a given month. Visit our website and click on the "Billing details" link on the "Account" page to see your next payment date.

3.2. Payment Methods. To use the Touchize service you must provide one or more Payment Methods. You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s). You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

3.3. Cancellation. You can cancel your Touchize subscription at any time, and you will continue to have access to the Touchize service through the end of your monthly billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-month subscription periods. To cancel, go to "Account Details" on the "Account" page. If you cancel your subscription, your account will automatically close at the end of your current billing period. To see when your account will close, click "Account details" on the "Account" page. If you signed up for Touchize using your account with a third party as a Payment Method and wish to cancel your Touchize subscription, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the Touchize service through that third party. You may also find billing information about your Touchize subscription by visiting your account with the applicable third party.

3.4. Changes to the Price and Subscription Plans. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to our subscription plans will apply to you no earlier than 30 days following notice to you.

4. Touchize Service

4.1. You must be 18 years of age, or the age of majority in your province, territory or country, to become a customer of the Touchize service.

4.2. During your Touchize subscription we grant you a limited, non-exclusive, non-transferable right to use the Touchize service. Except for the foregoing, no right, title or interest shall be transferred to you.

4.3. Touchize subscription is valid for one (1) production site under one (1) Internet domain name ("domain name") including its subdomains and ten (10) test Internet domains associated with ("domain name"). The number of domains may depend on your chosen subscription plan and is specified on the "Account" page.

4.4 Subscriptions can be extended to cover additional and multiple domains per special request to Touchize support staff.

4.5. You agree to use the Touchize service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, reproduce, distribute license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the Touchize service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Touchize service; use any robot, spider, scraper or other automated means to access the Touchize service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Touchize service; insert any code or product or manipulate the content of the Touchize service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Touchize service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

4.6. Touchize software is developed by, or for, Touchize and is designed to enable mobile shopping through Touchize ready devices. This software may vary by device and medium, and functionalities and features may also differ between devices. You acknowledge that the use of the service may require third party software that is subject to third party licenses. You agree that you may automatically receive updated versions of the Touchize and related third-party software.

5. **Passwords and Account Access.** The customer who created the Touchize account and whose Payment Method is charged (the "Account Owner") has access and control over the Touchize account is responsible for any activity that occurs through the Touchize account. To maintain control over the account and to prevent anyone from accessing the account, the Account Owner should not reveal the password or details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, Touchize or our partners from identity theft or other fraudulent activity.

6. Miscellaneous

6.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of Sweden. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

6.2. Unsolicited Materials. Touchize does not accept unsolicited materials or ideas for Touchize solution, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Touchize.

6.3. Customer Support. To find more information about our service and its features or if you need assistance with your account, please contact support at support@touchize.com.

6.4. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

6.5. Changes to Terms of Use. Touchize may, from time to time, change these Terms of Use. We will notify you at least 30 days before such changes apply to you.

6.6. Electronic Communications. We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

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