

Terms of Service (“Terms”) - 21prim

Last update: January 25, 2024.

§ 1. General provisions

These Terms apply to the software sizing application (“**Application**”) 21prim which is provided on the 21prim.com website. The entity providing and managing the Application is: 21 Strun sp. z o.o. (21 Strun limited liability company), NIP (EU Tax ID): PL1132861283, REGON (National Registration No.): 146441998, KRS (LLC Registry): 0000443816, plac Gen. Józefa Hallera 5 lok. 14a, 03-464 Warszawa, Poland (“**21prim**”).

§ 2. The Application use rules

1. To use the Application, go to 21prim.com website and sign up for an Account (“**Account**”) using your valid e-mail address. By doing this, you become a User of the Application (“**User**”). The User can contact 21prim via Customer Service at kontakt@21s.pl
2. For security reasons, after signing up, you will receive an e-mail asking you to confirm your valid e-mail address. Failure to confirm your e-mail results in deactivation of your Account.
3. You must be a human (Accounts created by automated methods or scripts are not permitted) of an age of at least 13 in order to create the Account and use the Service.
4. One Account may be used by one person. One person may have more than one Account.
5. Workspaces (“**Workspace**”) within 21prim are distinct collaborative environments created and managed by a user, referred to as the Workspace Owner. The Workspace Owner, who has administrative privileges, can create multiple Workspaces and invite other users to join.
6. The application is a software along with resources, enabling the User to manage sizing as part of their Workspace, intended primarily for devices on which it is possible to launch the web application available at 21prim.com in the browser.
7. Data in the Application syncs with 21prim servers (“**Service**”), allowing Users to access their Workspaces and share data with their Team from any supported device.
8. Users are solely responsible for their activities and content in their Workspace. 21prim is not liable for users' actions or content used in their Account or Workspace.
9. 21prim claims no intellectual property rights over the material User provides in the Application. Your profile and materials uploaded remain yours.
10. Users must keep their Account password secure. 21prim is not liable for any loss or damage resulting from compromised account security.
11. The User is responsible for using the Service in a legal manner and they must not violate any laws in their jurisdiction (including but not limited to copyright laws).

12. If 21prim suspects a User of illegal or unauthorized use of the Application in violation of these Terms, we may suspend their Account or take legal action.
13. The User has the right to terminate using the Application and the Service and cancel their Account. User can contact Customer Support at kontakt@21s.pl to have their data completely removed at any time.

§ 3. Payment rules

1. The paid version of the service is billed in advance on a monthly or yearly basis. Payment can be made by bank transfer based on appropriate pro forma invoice.
2. You may cancel your Workspace Plan at any time. Access to the plan's features will continue until the end of the current billing period. Refunds for the unused portion of the subscription term are not provided.
3. Upon cancellation of the Pro plan, the Workspace will revert to the Basic access level. Users will retain access to previously created documents and measurements, but may face restrictions in editing or adding new objects according to the Basic plan rules.
4. If additional users are added to a Workspace Pro during the paid access period, the cost for the new users in the current month will be adjusted proportionally to the remaining time in the current billing period.
5. After each payment for access, a VAT invoice will be issued and sent electronically to the user. This ensures that all transactions are documented in compliance with applicable tax laws.
6. EU citizens pay in EUR or PLN, inclusive of VAT based on their residence. EU companies with a valid VAT-number are exempt from VAT. Non-EU residents pay in USD, excluding VAT.

§ 4. Service Functionality

1. 21prim is committed to continuous improvement and evolution of the Service. We reserve the right to introduce changes to the Service's features and functionality; however, we will inform Users of any major changes that could significantly affect their use of the Service.
2. 21prim may occasionally suspend the Service for maintenance, upgrades, or repairs. We strive to minimize these disruptions and will provide advance notice to Users via email or in-application notifications whenever possible. 21prim will not be liable for any inconvenience or loss resulting from such suspensions.
3. 21prim reserves the right to make any changes to the Service or to discontinue any aspect or feature of the Service without notice, and will not be liable to you for any such change.
4. 21prim, in its sole discretion, has the right to suspend your Account and refuse any and all current or future use of the Service for any reason at any time.
5. If your Account is suspended, 21prim will provide reasonable assistance to export your data from the Service before deleting your account.

6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service or access to the Service without the express written permission by 21prim.

§ 5. Disclaimer of Warranties, Limitation of Liabilities

1. 21prim servers are located in data centres in Europe in a secure environment, protected by an alarm installation, which is monitored 7 days a week, 24 hours per day.
2. All relevant files and data on 21prim servers, including those containing your data stored and processed through the Service, are backed up and stored.
3. While 21prim endeavors to ensure reliability and security, we do not guarantee uninterrupted or flawless service. The Application and Service are provided on an 'as is' basis without warranties of uninterrupted access or service continuity. You acknowledge that you use the Service at your own risk.
4. 21prim is not responsible for any delay or failure in performance due to occurrences that are beyond 21prim's reasonable control. 21prim is not responsible for short, temporary and accidental suspension of the Service as the result of circumstances that 21prim could not foresee or suspect.

§ 6. Final

1. 21prim reserves the right to update and change the Service and its elements, including the Terms. Significant changes will be communicated to Users in advance through email or on our website. Continued use of the Service after such changes constitutes acceptance of the new Terms.
2. The most current version of the Terms is available at any time on 21prim website.
3. This Service is governed by Polish law. Any disputes will be resolved in the courts of the Republic of Poland, excluding foreign law applications.