**CIMSOLUTIONS**
Learn, create and make it work

These terms and conditions govern your use of CIMSOLUTIONS Virtual Assistant and all its services; by using this website, you accept these terms and conditions in full and without reservation. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website. If you enter into this agreement on behalf of a company or other legal entity, the terms "you" and "your" shall refer to the entity. By signing up, you acknowledge that you have the authority to agree to these terms on behalf of the entity.

Any changes to the Terms of Service will be posted to the website before the new terms become effective. Any new features released by CIMSOLUTIONS Virtual Assistant shall be subject to the Terms of Service. Continued use of the service after any such changes shall constitute your consent to such changes.

Violating of any of the terms below may result in the termination of your account.

**1. Account**

1.  You may not use CIMSOLUTIONS Virtual Assistant for illegal or unauthorized purposes. This includes copyright and trademark laws.

2.  You are responsible for keeping your username, password, and API keys secure. CIMSOLUTIONS Virtual Assistant is not liable for any damage due to security issues resulting from your failure to do so.

3.  You must be 13 years or older to use CIMSOLUTIONS Virtual Assistant.

**2. Service**

1.  Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis.

2.  Support for CIMSOLUTIONS Virtual Assistant services is only available in English, via email.

3.  We provide no guarantees for the level of support unless stipulated by an additional contract or SLA.

4.  You understand that CIMSOLUTIONS Virtual Assistant uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

5.  You must not modify, adapt or hack the Service or modify another website to falsely imply that it is associated with the Service, Virtual Assistant, or any other CIMSOLUTIONS Virtual Assistant service.

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 of CIMSOLUTIONS.

7. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

8. Verbal, physical, written, or other abuse (including threats of abuse or retribution) of any CIMSOLUTIONS Virtual Assistant customer or employee will result in immediate account termination.

9. You understand that the technical processing and transmission of the Service, including your Content, involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices.

10. You must not upload, post, host, or transmit unsolicited emails, SMSs, or "spam" messages.

11. You must not transmit any worms or viruses or any code of a destructive nature.

12. If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by CIMSOLUTIONS) of other CIMSOLUTIONS Virtual Assistant customers, we reserve the right to immediately disable your account or throttle your chatbot or file uploads until you can reduce your bandwidth consumption.

13. CIMSOLUTIONS Virtual Assistant does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

14. Removal of our Virtual Assistant branding or logo using CSS or JavaScript without subscribing to the applicable plan is prohibited.

15. You expressly understand and agree that CIMSOLUTIONS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if CIMSOLUTIONS Virtual Assistant has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party on the service; (v) or any other matter relating to the service.

16. You must not attempt to reverse engineer, read, or modify any CIMSOLUTIONS Virtual Assistant code, or any code in a third-party package being used by CIMSOLUTIONS Virtual Assistant. This includes any code, configuration, or tools specifically related to the build process.

17. The failure of CIMSOLUTIONS Virtual Assistant to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitute the entire agreement between you and CIMSOLUTIONS

and govern your use of the Service, superseding any prior agreements between you and CIMSOLUTIONS (including, but not limited to, any previous versions of the Terms of Service). You agree that these Terms of Service and Your use of the Service are governed under Dutch law.

18. Questions about the Terms of Service should be sent to support@cimsolutions.nl.

## 3. Content Ownership

1. Your content is and will always remain your content. We claim no intellectual property rights over your content and will never sell them to other companies.

2. Your content, data sources, and any inputs and outputs by the chatbots will not be used by our AI model providers (OpenAI, Anthropic, Google) for training their models, as outlined in their terms: OpenAI,  Anthropic, Google.

3. You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to all parts of Your Content and that you're not infringing or violating any third party's rights by posting it.

4. The AI will use the data sources you add to provide accurate answers to questions asked by users of your chatbot. Your data will not be accessed or shared with other chatbots and customers. OpenAI, Anthropic, and Google will not use any inputs and outputs to train their language models, as stated above in section 3.2.

5. You give us the right to display your Virtual Assistant publicly, such as when you embed the chatbot on your website or share the chatbot with others, with respect to the privacy levels you set for the chatbot.

6. CIMSOLUTIONS Virtual Assistant does not screen or approve content.

7. CIMSOLUTIONS Virtual Assistant holds the copyright to the look and feel of the service. While you can extract your content anytime, you cannot copy any portion of our services' HTML, CSS, JS, and codes.

8. If you publish a testimonial or review about CIMSOLUTIONS Virtual Assistant, either directly or indirectly through third-party platforms, you give us the right to use it for marketing purposes, such as by displaying it on our website.

9. Any documents you upload as data sources will permanently be deleted from our servers once processed. If the document is not processed, for example due to an error, it is automatically deleted from our servers within seven days of upload.

## 4. Payment

1. Unless otherwise agreed, you will be billed monthly or annual. Payment will be billed on (or as near as possible) the day of the month or year you initially upgraded.

2. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

3. We will do our best to process refunds fairly based on your service usage.

## 5. Cancellation

1. You are solely responsible for properly canceling your account. An email request to cancel your account is considered as cancellation.

2. All of your content will be scheduled for deletion shortly after your subscription comes to an end. This information cannot be recovered.

3. If you cancel the service before the end of the billing cycle, your subscription will remain active until the end of the billing period, after which it will be canceled immediately and you won't be billed unless you reactivate the subscription.

4. CIMSOLUTIONS, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of CIMSOLUTIONS Virtual Assistant for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. CIMSOLUTIONS reserves the right to refuse service to anyone for any reason at any time.

5. In the event that CIMSOLUTIONS takes action to suspend or terminate an account, we will make a reasonable effort to provide the affected account owner with a copy of their account contents upon request, unless the account was suspended or terminated due to unlawful conduct.

## 6. Services and Pricing

1. CIMSOLUTIONS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

2. Prices of the services, including but not limited to monthly and annual subscription fees to the Service, are subject to change at any time for new, free, or trial customers.

3. CIMSOLUTIONS shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuation of the service.