

Terms of service

The rules that apply when you use Vextory.

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These Terms govern your use of Vextory. By creating an account, you accept them. Where a rule is different for business customers and for consumers, the article says so.

1. About us

Vextory is supplied by **VEXRISE LTD**, a UK company registered in England and Wales under number 17334675, with its registered office at 65 London Wall, London EC2M 5TU, United Kingdom. We offer Vextory to customers worldwide.

In these Terms:

- **"You"** means the person who accepts these Terms and, where the account is opened for a business, that business. If you accept for a business, you confirm you are authorised to bind it.
- **"Business customer"** means you use Vextory for your trade, business, craft or profession, including as a sole trader or freelancer.
- **"Consumer"** means you are an individual using Vextory mainly for personal purposes.
- **"The service"** means the Vextory app, the website vextory.com and our support.

If you are a consumer, the law of your country may give you rights that these Terms cannot remove. Nothing in these Terms affects them.

2. Changes to these Terms

We may update these Terms, for example to follow a change in the law, the service or our prices. For an important change, we notify you by email or in the app **at least 30 days** in advance. If you do not accept it, you can cancel before it applies. Minor changes, such as a correction, apply when published.

3. Where Vextory is available

Vextory is available through Google Play in the countries where Google Play sells subscriptions. Some features may vary by country or language. You must comply with the laws that apply where you use it.

4. Your account

- **Keep your password to yourself** and tell us promptly if you think someone else has access. You are responsible for what is done with your login.

- **One person, one account.** Your account and its workspace are personal to you.
 - **Deleting your account deletes your workspace** and everything in it. You do it in the app (Settings, then "Delete account"), and it cannot be undone.
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5. Your data

Your records belong to you. We do not sell them and we do not use them to train anything or to build a product for anyone else. We process them only to run the service and to meet our legal obligations, as explained in our privacy policy, which forms part of these Terms.

You are responsible for the lawfulness of what you record, including having a proper basis to hold information about your contacts and suppliers.

Export: for now, we send you your data on request, as structured files, within one month and free of charge, whether or not your subscription is active. Write to contact@vextory.com. Export directly from the app is coming soon.

Feedback: if you send us an idea, we may use it to improve Vextory without owing you anything.

6. Acceptable use

Use Vextory to manage your own stock, for your business or for personal purposes. Do not:

- break the law, or help anyone else do so;
- store data you have no right to hold;
- upload malicious code, or try to break, overload, scrape or reverse-engineer the service;
- resell or provide Vextory as a service to third parties;
- circumvent the subscription or share one workspace between unrelated businesses;
- impersonate anyone.

We may suspend an account that does any of these, or that puts the service or other customers at risk. Where we can, we warn you first.

7. Intellectual property

Vextory, its software, design, text and brand belong to us or our licensors. We grant you a personal, non-exclusive, non-transferable and revocable licence to use the service while your trial or subscription is active. You may not copy, modify or distribute the service, or use our name or logo, without our written permission, except where the law expressly allows it.

8. Subscriptions and prices

Vextory has a single plan, with every feature included. **There is no free version:** after the trial, a subscription is required.

- **Prices:** the subscription is monthly or yearly. The price of each option is shown in the app and in Google Play before you confirm, with or without tax depending on your country.
 - **Automatic renewal:** your subscription renews at the same interval until you cancel. By starting a trial or a subscription, you authorise Google Play to charge the price shown at each renewal. To stop the next renewal, cancel at least 24 hours before the current period ends.
 - **Founding customers:** the first customers keep their launch price for as long as their subscription stays active without interruption.
 - **Price changes:** we notify you at least 30 days in advance; the new price applies from your next renewal, and you can cancel before then. We never change the price of a period already paid.
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9. Free trial

New workspaces get a free trial of **7 days** on the monthly plan, or **14 days** on the yearly plan. Nothing is charged during the trial.

Google Play shows you the trial length and the price before you start. If you do not cancel before the trial ends, the subscription starts automatically and the first payment is taken. One trial per business or per person.

10. Payment and cancellation

- **Payment:** subscriptions are bought and charged through Google Play. We never see your card details.
 - **Cancellation:** at any time, in the subscriptions section of your Google Play account. You keep access until the end of the period already paid. Cancelling does not delete your account, and deleting your account does not cancel your subscription.
 - **Refunds:** we do not issue refunds. Payments and any refunds are handled solely by Google Play, under its own refund policy, and any refund request must be made to Google Play.
 - **Failed payment:** after Google Play's grace period, the app switches to read-only. Your data is not deleted.
 - **Consumers:** if the law of your country gives you a right to withdraw from a distance contract, that right applies and is exercised through Google Play. Nothing in these Terms affects your statutory rights.
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11. Data processing

When you enter personal data about your contacts or suppliers, you are the controller and we are your processor. This article is the processor agreement required by Article 28 of the UK GDPR and the EU GDPR.

- **Purpose and duration:** hosting, storing, displaying, backing up and deleting your records to provide Vextory, for as long as your workspace is open.
- **Data:** identification and contact details, business and transaction records, and attachments.
- **Location:** your data is hosted in the European Union. Any transfer outside the EU and the UK is protected as the law requires, as described in our privacy policy.

We undertake to process the data only on your instructions (your use of the service); to bind our staff to confidentiality; to apply appropriate security measures; to use sub-processors only under equivalent written obligations, telling you before we add or replace one so you can object; to help you respond to people's

requests and meet your security and breach obligations; to tell you without undue delay about a breach affecting your data; to delete or return the data at the end of the service; and to give you the information needed to demonstrate compliance, including audits on reasonable notice.

Whatever data protection law applies, we never sell your data, never share it for commercial purposes, and never use it for any other purpose.

12. Security and availability

We protect your data with the measures described in our privacy policy. No system is perfectly secure; if a breach affects your data, we tell you. Keep your credentials and your device secure.

We work to keep Vextory available, but we cannot guarantee it will be uninterrupted or error-free. Features evolve: if we remove or materially change one you depend on, we tell you in advance, and if the change materially reduces the service, you may cancel your subscription.

Features marked "beta" or "early access" may contain errors and may change or be withdrawn.

13. Third-party services

Vextory relies on services we do not control, including Google Play for billing, and Google for sign-in and speech recognition. They are governed by their own terms. Links to other websites are provided for convenience only.

14. Suspension and termination

- **You** can stop at any time: cancel in Google Play and delete your account in the app.
- **We** may suspend or close your account for a serious or repeated breach of these Terms, an unresolved payment failure, or where the law requires it. Unless the breach is serious or the law prevents it, we warn you first and give you a chance to fix it.
- **If we discontinue Vextory**, we give you at least 60 days' notice, stop any further renewal, and give you time to retrieve your data.

Articles 5, 15, 16 and 17 continue to apply after termination.

15. Warranties and liability

Vextory is a stock management tool: the figures it shows reflect what you entered, and it does not replace your legal, tax or accounting obligations. To the extent the law allows, the service is provided "as is".

Nothing in these Terms limits liability for death or personal injury caused by negligence, for fraud, or for anything that cannot be limited by law.

To the fullest extent permitted by law, we are not liable for any loss or damage arising from the use of Vextory, and our liability can never exceed the amount you paid us in the previous 12 months. Consumers keep the rights the law gives them.

16. Complaints

If something goes wrong, write to us first at contact@vextory.com. We aim to reply within 14 days.

17. General provisions

- **Language:** these Terms exist in English, French and Spanish. If they differ, the English version prevails, unless the law of your country requires otherwise.
- **Notices:** we write to the email address on your account or in the app, and you write to contact@vextory.com. You accept that electronic communications count as written.
- **Confidentiality:** neither of us will disclose the other's non-public information, except where the law requires it.
- **Entire agreement:** for business customers, these Terms and our privacy policy are our whole agreement. For consumers, what we say about Vextory on our website and in the app can also form part of it, as the law provides.
- **Assignment:** you may not transfer these Terms without our consent. We may transfer them if our business is sold or reorganised, without reducing a consumer's rights.
- **Other clauses:** if a clause is unenforceable, the rest still applies. Not enforcing a right straight away does not waive it. No third party may enforce these Terms. Neither of us is liable for events genuinely outside our control.
- **Contact:** VEXRISE LTD, 65 London Wall, London EC2M 5TU, United Kingdom. Email: contact@vextory.com.