

Terms and Conditions of Service

Last updated: 25/07/2024

We welcome you to our service provided by Cetivo LTD, from now on "Provider" with address 1st Floor, Unit 3 Epps Building , Ashford, United Kingdom, TN23 1BB Company Registration Number: 15816571. If you have any questions please do not hesitate to contact our customer service team by sending an email to info@brainkiz.com By making use of our services, you acknowledge and fully accept the terms and conditions set out in this document. We strongly recommend that you review them carefully before continuing to use our services.

Legal framework

The English Law shall govern the interpretation of these terms of use. In case of disputes arising in connection with the processing of payment cards, it is agreed that the competent court shall be the court of , United Kingdom. Both parties acknowledge the jurisdiction of such courts and agree to bring any claim, dispute, or controversy before them. It is important to note that this provision shall remain valid even after the termination of your right to use this service.

Entertainment Platform

The service offers an online entertainment platform designed to provide access to a wide variety of content to exercise the mind. With activities focused on improving skills such as memory, concentration and logical reasoning, it combines entertainment and learning in an interactive environment. Ideal for solo or family enjoyment, it provides daily challenges that stimulate and entertain. It is important to emphasize on the part of the Provider that the games only have a recreational function, and there is no prize or compensation for the user for using them. Both the Portal and our entertainment platform, which includes all of its features and functionalities, such as instant streaming, our website, and user interfaces, as well as all associated content and software (the "Provider" or the "Service"), are made available following the terms and conditions outlined in these Terms of Use (the "Terms"), as well as in other agreements and documents referenced in this text, including any future modifications (collectively, the "Agreement"). By using the Portal and/or the Service, whether as a registered user, a recipient of an email from a registered user, or a user of service you agree to this Agreement. You acknowledge that this Agreement constitutes a contract between you and Cetivo LTD ("provider", "we", "us"). If you do not wish to be bound by these terms, we recommend that you immediately stop using the Portal and the Service.

Agreement in force

By entering and using our Services, you agree to the terms and conditions set forth below. Please note that no contract or agreement has been formed until you have been accepted by the Provider to receive our Services. In addition, we reserve the right to refuse any request to use the Services for any reason.

To use our Services, you are required to create an account. During the registration process, you will be asked to provide certain personal information, such as your email address, a secure password, your first and last name, as well as your bank card details.

The credentials stored are used only for the internal use of the service. None of the data provided by users is used for commercial use.

By providing us with your data, you expressly consent to us sending communications to your email

address. These communications may include customer service-related information, transaction confirmations, newsletters, product offerings, or other relevant matters.

You understand and agree that without prior notice, Provider reserves the right to amend or modify the terms and conditions of this Agreement at any time. Such modifications may become effective immediately, even before we post a new version of the terms on our Portal, or if we notify you directly of such modifications. If you choose to use our Portal and/or our Services after a modification has been posted or notified to you, you will be deemed to accept the modified or amended agreement. However, in case you do not agree with the modifications made, we recommend that you stop using our Portal and our Services.

Thank you for trusting our services. We are committed to providing you with a satisfying and safe experience. If you have any questions or concerns, please do not hesitate to contact our customer service.

Your license of use

We are pleased to offer you a limited, non-exclusive license to use our services, including accessing and reproducing content through our portal, solely for personal, non-commercial purposes as outlined in these terms and conditions.

We wish to inform you that we reserve the right, in our sole and absolute discretion, to make changes to the operation of our service without prior notice. Please note that no description of the current operation of the service should be taken as a representation or commitment to its future operation. We are always working to improve our service and will make adjustments as necessary, which may not be fully reflected in these terms of use.

Regarding the content, you have permission to access and view it solely for your personal, non-commercial use, following the terms and conditions set forth. It is strictly prohibited to circumvent, interfere with or circumvent any copyright, trademark, or other proprietary notices contained in the content, as well as any technical control measures related to the management of digital rights. You may not copy, download, transmit, reproduce, reproduce, distribute, publish, modify, translate, sell, or otherwise use the content without our express prior written permission. In addition, you may not incorporate the content, transmit it, or provide it through frames or direct links, unless you have our written permission. You may not create or promote any business using the content, whether for-profit or not-for-profit. This restriction applies to all elements of the content, including text, graphics, design, logos, photos, audio and video materials, and photographs. Also, the creation of derivative works or products based on the content, such as montages, mash-ups, or similar videos, wallpapers, desktop themes, greeting cards, and merchandise, is strictly prohibited unless expressly authorized in writing by us. This prohibition applies even if the derivative products are offered free of charge.

As for content availability, it is important to note that it may vary from time to time and from country to country. The quality and speed of playback may be affected by various factors, such as your geographic location, available bandwidth, and Internet connection speed. We cannot guarantee the quality of the viewing experience on your screen.

Finally, please be advised that viewing of instant content through our service is only available in the geographic areas in which we offer our service and have obtained the appropriate licenses for the content. The availability and content offered may vary depending on your geographic location. We use technology to verify your geographic location and ensure compliance with these restrictions.

We appreciate your understanding and hope you enjoy our Service. If you have any questions or concerns, please do not hesitate to contact our support team.

Contact and customer Service

If you have any concerns, please do not hesitate to contact our Customer Service team by contacting at the following email address info@brainkiz.com.

We want to ensure that your experience using our services is satisfactory. To access and use our services, your device must meet the minimum requirements of the portal, such as having a stable Internet connection and an updated web browser.

During the time you use our services, you will be supported by our customer service. This service includes assistance with your use of our services and intervention to resolve problems related to your use of our services. In addition, we will make updates and revisions to the portal and services as we deem necessary to improve your experience (collectively, "Customer Services"). Our Customer Service is available 24 hours a day, 7 days a week. We may provide these customer services to you in a variety of ways, including communication by email. Please note that you may need to purchase additional equipment or services from third parties to take full advantage of our customer support. We are not obligated to offer any other assistance, support, maintenance, or other services, or to provide assistance in other formats, such as in-person visits. If we decide at our discretion to offer additional services, they will be subject to the terms and conditions outlined in this document.

We are committed to providing you with quality service and are available to answer your questions and assist you in any way we can.

Payment

Below we provide you with all the relevant information about our tariff and the payment process:

The cost of the service is € 29.99 every 28 days. The subscription will be automatically renewed every 28 days until you decide to cancel your account.

The Provider reserves the right to make promotional campaigns of the service with free trial periods or at a reduced price. In the case of users who sign up for such promotions, they may cancel the service before the end of the trial period corresponding to the promotion and will not be charged the full price of the subscription. In case users with a trial period do not cancel their subscription before the end of such period, the subscription to the service will be automatically activated for a fee of € 29.99 every 28 days.

The current promotional offer consists of a 3-day trial period at a price of 0.99 €.

It is important to note that the tariff is subject to change and will be communicated to you by prior notification. At the time of billing, the fees or charges corresponding to the method of payment will be applied. Subscription fees will be charged at the beginning of each subscription period and will renew every 28 days until you choose to cancel your subscription. The billing date may vary in some cases, for example, if the payment method is not set up correctly.

The payment method offered is payment by bank card. Please note that the issuer of the payment method may apply fees or related charges. We recommend you contact your bank or bank card issuer for more information on such fees. All prices quoted include taxes but do not include payment method fees or commissions.

By agreeing to these Terms of Use, you represent that you will make payments with funds from legitimate sources. Furthermore, by accepting these Conditions, you consent to the transmission of your data (first name, surname, address, e-mail address, and bank card details) to the payment method provider for processing payments. The payment method provider complies with the Payment Card Industry Data Security Standard (PCI DSS). If a payment is rejected for reasons attributable to the provider, we ask you to contact us via email info@brainkiz.com. If a payment is not accepted and you do not cancel your account, we may suspend your access to the premium account services until a valid payment method has been successfully uploaded.

It should be noted that you are responsible for any charges related to Internet access.

If you qualify, the payment method will be authorized for a maximum of approximately one month. Your payment method will not be charged if you cancel your subscription before the end of the free trial period. We may also periodically authorize your card in anticipation of future membership fees or other charges. These charges are due in full at the time of payment. At any time and for any reason, we may offer you refunds, discounts, or other consideration at our discretion. The decision to grant such benefits, as well as the form and amount, is at our sole discretion. However, the granting of a rebate, discount, or other consideration in any one case does not imply a right to receive future rebates or similar benefits, nor does it obligate us to grant them in the future under any circumstances.

We reserve the right to change applicable fees and taxes and to add new fees and charges at any time. We will inform you of these changes in advance by email. If there are any changes to your payment method information, such as the expiry date of your bank card, you can update the information by contacting us at the following email address info@brainkiz.com.

To ensure the security of all our customers, a bank card verification fee ranging from EUR 0.00 to EUR 5.00 may be applied. Please note that this fee will be automatically refunded to your account and is only used to validate the payment method. The verification fee may be charged during the first 28 days after registration and at any time during the provision of the service. In some cases, you may be required to enter a variable amount to verify your status as a legitimate and authorised account holder. If you have any questions about these fees, please do not hesitate to contact us via email info@brainkiz.com.

Once you have successfully registered, you will receive a confirmation email containing your subscription details such as the portal name, subscription price and duration, login details, renewal date, renewal price, renewal duration, your email address and an unsubscribe link.

Charges associated with this service will appear in your bank account as brainkiz

The Provider informs that the service has changed the fee to € 29.99 every 28 days as of 19/07/2024. Users who have subscribed before the price change became effective, will keep their subscription at the original price:

Country	Tariff
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Eurozone	24,99 €
United Kingdom	24,99 £
Sweden	289.99 kr
United States	24,99 \$

Cancelation

At service, we value your freedom of choice and give you the option to cancel your subscription at any time. We want to ensure you have a hassle-free experience, so we offer you the flexibility to access the service until the end of your billing period. To cancel your account, simply follow these steps:

Log into your account on the service Portal.

Look for the "Cancellation" option and click on it. This will open the cancellation website hline.cc enter the email address you used in the subscription process and select the option "I want to unsubscribe". All that remains is to accept the Captcha and submit the form. The unsubscription will be done automatically. If you wish, you can go directly to the cancellation website.

Alternatively, you can contact our customer service team by sending an email to info@brainkiz.com. We will be happy to assist you with the cancellation process.

It is important to note that you must cancel your subscription before the renewal date of each period to avoid additional charges. If you do not cancel in time, your subscription will automatically renew and you will be billed for the next period.

Please note that if you choose to cancel your subscription, it will take effect at the end of your current subscription period. This means that you will continue to have full access to service for the remainder of the payment period, but no refunds will be given for partial periods.

Fraud and unauthorized use: At service, we care about your security and protection against fraud. If you identify any charges on your account that you do not recognize, have not authorized, or are not related to you in any way, we will refund you in full. If you experience a fraudulent charge to your account, we urge you to contact our support team immediately via info@brainkiz.com so that we can take appropriate action.

Refunds are not accepted: Please note that payments made are non-refundable and we do not accept refunds for partial months of subscription or for content not viewed. In exceptional circumstances and at our discretion, we may offer refunds according to our Refund Policy, discounts, or other compensation. However, the decision to grant them, how they are granted and the amount will be subject to our assessment.

Upon termination, you must understand and acknowledge that we will have no further obligation to provide you with access to the Portal or the Services, and all licenses and rights granted under the Terms and Conditions will cease immediately. This means that you will not be able to access any content, material, or information, which you have submitted or which is linked to your account. In addition, the Provider shall not be obligated to maintain any information stored in our database relating to your account or to provide copies of such information to you or any third party.

Please note that any suspension, termination, or cancellation will not affect your obligations to the Provider under the applicable Terms and Conditions. This includes, among others, ownership and possession rights, indemnification provisions, and limitations of liability, which shall remain in effect even after termination

Refund Policy

Refunds are available only for the most recent month of your subscription and must be made within twenty-five days of the billing date of the most recent month. Subscription fees for all previous months before the most recent month are non-refundable under any circumstances.

To request a refund, contact our team at info@brainkiz.com with your subscription details and the reason for your request. Our team will review your request and respond within two business days. If your refund request is approved, the refund will be processed and a credit will be applied to your original method of payment within fifteen business days.

We reserve the right to deny refund requests if there is evidence that you have abused our subscription plan or services. For instance, If you have subscribed multiple times (more than once) within the 12 months before the refund request, only one refund will be granted for the total number of subscriptions made during that period.

We reserve the right to amend this refund policy at any time. Any changes will be informed by email and will take effect immediately.

Right of termination

We have the right to terminate or restrict your use of our service at any time and without notice, for any reason we deem necessary.

We want you to have a satisfactory experience with our services, so we offer you the possibility to submit complaints or comments on any aspect you deem necessary. If you wish to submit a complaint, please send us an email to info@brainkiz.com, providing a brief description of the reasons for your complaint. We undertake to review all complaints received within 14 working days and will inform you of the results of our investigation.

At service, your satisfaction is our priority, and we work continuously to provide you with quality service and to improve based on your comments and suggestions.

Your responsibilities

At service, it is important that you use our services in an appropriate, lawful, and non-commercial manner. As a user, you have the responsibility to comply with the following terms and restrictions to ensure a safe and respectful experience for everyone:

1. Use the Provider Services and Content following the rights of third parties, including patents, trademarks, trade secrets, copyrights, privacy, publicity, and other proprietary rights.
2. Not to access the Portal or use the Provider's Services in ways not authorized by the Provider, including using technology or means to access, index, frame, or link to the Provider's Services without express permission. This also includes avoiding the removal, disabling, overriding, or circumvention of content protection or access control mechanisms designed to prevent unauthorized downloading, transmission, linking, framing, reproduction, access, or distribution of the Provider Services.
3. Do not use automated means, such as "bots", "spiders" or "offline readers", to access Provider's Services (including the Content), other than to perform individual searches on public search engines for the sole purpose of creating publicly available search indexes. This restriction excludes search engines or indexes that primarily host, promote or link to infringing or unauthorized content.
4. Not introduce viruses or other computer code that may interrupt, destroy or limit the functionality of software, hardware, or telecommunications equipment related to the Provider's Services.
5. Not to damage, disable, overwrite, alter, or otherwise gain unauthorized access to Provider's Services, including its servers, computer networks, or user accounts.
6. Not to suppress, modify, disable, block, obscure, or interfere in any way with advertising related to the Provider's Services (including content).
7. Not to use the Provider's Services to advertise or promote services that have not been expressly approved in advance in writing by the Provider.
8. Not collect personal information in violation of the Supplier's Privacy Policy.
9. Not to promote conduct that constitutes a criminal offense or gives rise to civil liability.
10. Not to violate these Terms and Conditions or any guidelines or policies issued by the Provider.
11. Not to interfere with other users' experience and enjoyment of the Provider's Services.

We remind you that you accept the following conditions:

To listen to and view the content exclusively for personal and private use, without direct or indirect commercial purposes.

Not to encourage or assist others to copy, reproduce, loan, rent, broadcast, distribute or transmit any content.

Not to encourage or assist others to circumvent, modify, delete, reverse engineer, decompile, disassemble, alter or tamper with any security technology, encryption, or other rights management software that is part of the content or how the content is transmitted to you.

Suspension of services

We hope not to have to take these actions, but from time to time, we may modify, suspend or discontinue temporarily or permanently all or part of the Provider Services, including content and access devices, about all or part of the users, without notice. This decision is at our entire discretion and we shall not be liable for any modification, suspension, or discontinuance of the Provider Services. However, in some cases, we may offer you credit, refund, rebate, or other form of compensation at our discretion. If we terminate your account or suspend/discontinue your access due to a violation of the Terms, you will not be eligible for any compensation.

At service, we are committed to providing you with quality service and safety, and we appreciate your cooperation in maintaining a respectful environment and fulfilling these responsibilities.

Copyright and intellectual property

All content available on the Portal is the property of the Provider, either directly or through agreements with third parties unless otherwise indicated. These materials may not be used, except as provided in these Terms and Conditions and other specific conditions and uses provided to you, without our prior written permission.

You recognize and agree that certain content provided is the property of third-party licensors. Each licensor has the right to enforce the relevant provisions of these Terms directly against you, without prejudice to any other rights and remedies available to you.

Links to other Portals

The Portal or Services may contain links to websites other than service. These links are provided for your convenience, but we do not control or endorse these websites or have any association with their operators. We are not responsible for the activities or content of these websites, nor do we assume responsibility for any damage, injury, or loss you may suffer as a result of using or accessing them.

Trademarks

The Provider, its logo, and all trademarks of the Provider's products or services are the exclusive property of the Provider. All other trademarks such as logos, images, products, and company names mentioned on the Portal or any device are the property of their respective owners. No license or right is granted to you to use, modify or delete such material.

Force majeure

We will not be liable to you for any failure or delay in performing our obligations due to events beyond our control, such as denial of service attacks, strikes, shortages, riots, insurrections, fires, floods, storms, explosions, natural calamities, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, Internet connection problems experienced by major telecommunications providers and not related to our Internet infrastructure or connectivity, or the

inability to locate a Provider facility. If a force majeure event occurs, we will be relieved of our obligations for as long as such event continues and for such additional time as we reasonably need to recover from its effects.

Warranty Disclaimer

The user understands and assumes that the use of the services contracted with the company is at the user's own risk. The company and its suppliers provide a defined service without express or implied legal or other warranties. This includes but is not limited to, the implied warranties of merchantability, fitness for a particular purpose, or defect in workmanship. The company does not warrant that the contracted services will meet your needs or extend indefinitely in time. Nor do we warrant that the services will at all times be delivered correctly, accurately, securely, and free of errors, viruses, or other harmful components. Likewise, the quality of any product, service, information, or other material purchased or obtained through the service is not guaranteed. The acquisition of any material transmitted or obtained through the service is done under the ultimate responsibility of the user and the user assumes any damage or harm that may occur in its computer system as a result of it.

General Summary

-You recognize and agree that you are not a beneficiary of any obligation owed by Provider to any third party, and no other person is a beneficiary of any obligation owed to you by the Provider.

-It is established and agreed that no joint venture, partnership, employment, or agency relationship exists between you and Provider as a result of this Agreement, or as a result of your use of the Portal or the Service.

-You agree to indemnify and hold harmless Provider, its owners, subsidiaries, affiliates, officers, directors, and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or access to the Site and/or the Service.

-If any provision of this agreement is held invalid or unenforceable, including, but not limited to, the disclaimers of liability and limitations of warranties set forth above, such provision shall be eliminated and the remaining provisions shall apply.

-The failure of the Provider to take action concerning a breach by it or others shall not constitute a waiver by the Provider to act regarding subsequent or similar breaches.

-You are not allowed to assign or transfer any rights or obligations under this Agreement, including, without limitation, the Service, and any attempt to do so is void.

-This Agreement represents the entire agreement between you and Provider concerning the matters contained herein. In the event of a conflict, these Terms shall prevail over any other provision of the agreement. Unless otherwise specified, no modifications to this agreement may be made unless such modifications are in writing and signed by an authorized representative of the Provider.

-The section headings in these General Terms and Conditions are provided for convenience only and have no legal or contractual effect.

-A printed version of this agreement shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as

other business documents and records created and maintained in printed form.

-This agreement shall be governed by and interpreted under the English Law.