

TERMS OF SERVICE – CARTFOX

1. Introductory Provisions Information About the Provider, Definition of Terms

These general terms of service define the terms of use and the condition of the use of the CARTFOX service (hereinafter: CartFox) available at <https://app.cartfox.io> (hereinafter: website) and the rights and obligations of the CartFox Provider and Subscribers. These general terms of service also define the terms and conditions of the use of the CartFox website.

2. Information About the Provider, Definition of Terms

All information regarding the processing of personal data within CartFox and the privacy protection are available in the CartFox Privacy Policy.

The CartFox provider is DFVU d.o.o. Družba za posredništvo:

- Short name: DFVU d.o.o.;
 - Company seat and address: Liparjeva cesta 6A, 1234 Mengeš, Slovenia;
 - Registration number: 7193548000;
 - Registered in the registry of the District Court of Nova Gorica under the entry number 2016/50019;
 - VAT ID: SI 35983175 (liable for VAT);
 - Contact telephone number: +386 (0)68 694 914;
 - Contact e-mail: info@dfvu.org.
- (hereinafter: **Provider**).

A subscriber is:

- any legal person;
 - any natural person carrying out an economic activity (such as a sole trader, etc.);
- who uses CartFox or visits the website (hereinafter: **Subscriber**).

A user is any legal or natural person who visits the website (hereinafter: **user**).

A recipient is a legal or natural person who has a pre-contractual, contractual, or other relationship with the Subscriber and with whom the Subscriber wishes to communicate using CartFox services (hereinafter: **recipient**).

CartFox services are only available to lawfully incorporated and registered legal entities. Natural persons, who are considered consumers under consumer protection legislation, cannot enter into a contract for the use of CartFox services, cannot use CartFox, and cannot become a Subscriber.

3. Validity, Acceptance, and Amendments to the Terms of Service

These terms of service bind users and CartFox Subscribers when they first visit the CartFox website and during all subsequent visits. By using the website, users and Subscribers confirm that they accept and agree to all the provisions of these terms of service and that they fully understand them.

In case of a purchase made on the website, the provisions of these terms of service constitute a subscription contract between the Provider and the Subscriber.

These terms of service may be amended at any time, without special notice or warning. In such a case, the contractual relationship between the Provider and the Subscriber shall be governed by the general terms of service valid at the time of the conclusion of the subscription contract.

4. CartFox Features and Exclusion of Warranties

The CartFox service allows Subscribers to send messages to recipients via different communication channels (e.g., SMS, e-mails, instant messaging applications, etc.). CartFox also allows Subscribers to import and export personal data of the recipients.

CartFox only works on the condition that the Subscriber places a special code on their website, which is generated in the CartFox control panel on the website. The placement of the code must be carried out according to the Provider's instructions.

It is the sole obligation of the Subscriber to implement CartFox services into its business procedures in compliance with all applicable legislation, including, but not limited to, personal data protection legislation.

The content of the messages sent to the Recipients and the conditions under which the messages will be sent are the sole responsibility of the Subscriber. The Subscriber also defines the range or scope of the message recipients. This applies notwithstanding the fact that the provider offers pre-prepared and pre-designed messages in CartFox.

CartFox is available as is and its features and functions may change over time. The provider does not warrant that CartFox is suitable for any particular general or specific purpose or that the Subscribers will be able to achieve their goals by using CartFox. The Provider also does not guarantee that all messages sent will be delivered to the recipients and/or that all recipients will read the content of the messages sent or received.

5. Prices and Service Charges

All prices published in CartFox app or on the website are in euros (EUR) and are listed without Value Added Tax (VAT).

All prices for CartFox services are published in the price list available at <https://app.CartFox.io/pricing> (hereinafter: price list) which contains prices valid at that time. By topping up their credit balance, the Subscriber confirms that they agree with the current price list.

The published prices are per message, unless explicitly stated otherwise in the price list.

The Provider reserves the right to make unlimited price changes without prior notice or warning. The Subscriber is bound by the price valid at the time of sending each message, regardless of when the payment is made.

Where the price list indicates different prices for different countries, the country code in the telephone number to which the message is being sent is relevant for the pricing of a message, regardless of other circumstances such as the nationality, residence, or the location of the recipient at the time of sending.

6. Joint Management of Personal Data

Due to the nature of personal data processing, the Subscriber, while registering an account on CartFox.io, agrees to conclude the "Contract on Joint Management of Personal Data in Relation to the CARTFOX Service" with the Provider. This Agreement is prerequisite for using the CartFox services by the Subscriber.

7. Concluding the Subscription Contract, CartFox Credit and Subscription Relationship

There are divided contracts between the Provider and the Subscriber for:

- CartFox Credit (for sending messages) and
- Subscription Plans (Small, Medium and Mega Package) for Sender names and separately for custom Short URLs.

The contract for CartFox Credit (for sending messages) is concluded when the Subscriber concludes the onboarding process and the Provider receives money transfer from the Subscriber. The money received is used as credit (balance) that the Subscriber can use to send messages to the recipients using CartFox services. The Subscriber has access to their credit balance at all times via the control panel. The Subscriber can increase their credit balance at any time by making a new money transfer to the Provider.

The subscription contract for Subscription Plans for Sender names and custom Short URLs between the Provider and the Subscriber is concluded when the Subscriber submit a request to order a Plan for custom sender name or custom Short URL.

The subscription contract can only be concluded on the website or exceptionally at the request of the customer directly by email which requires confirmation from our staff and in English or Slovenian language. Each party is responsible for storing the content of the subscription documentation.

The subscription relationship for CartFox Credit lasts as long as the Subscriber's credit balance is positive. The subscription relationship shall not be automatically renewed unless the Subscriber opts for an automatic increase of the credit by a certain amount each time their credit balance falls below a certain value. The Subscriber may deactivate the automatic credit increase option at any time.

The subscription relationship for Subscription Plans for Sender names and custom Short URLs lasts as long as the Subscriber sends a written request to cancel the Subscription Plan to: info@cartfox.io. Subscriber has the option to cancel Subscription Plan at any time by email.

If the subscriber terminates the Plan Subscription payment without prior request for termination of the contract, he is obliged to pay all subscriptions in arrears after subsequent billing. If the reason for the termination of the Subscription Package payment is: removal of the payment card from the Cartfox account, expiration of the card, lack of funds on the card, the subscriber is also obliged to pay all subscriptions in arrears after the subsequent billing, as the subscription packages are still active until official cancellation (subscribers request).

The Subscriber may not transfer their rights under its subscription contract to third parties.

A user starts the subscription procedure by following the whole onboarding procedure on the CartFox website.

The Subscriber may only use a credit card to transfer the credit balance. In exceptional cases, such as prior agreement or unpaid arrears, payments are possible upon receipt of the invoice.

8. Content of Communication

The Subscriber is prohibited to use CartFox services to advertise, promote or support the sale of products and/or services, which are illegal or have any advertising limitations by the EU legislation or the applicable legislation in the country of residence of Recipients (e.g. the promotion and sale of arms, tobacco products, sexually explicit content, etc.).

Should the Provider become aware of any violations of the above paragraph, it shall have the right to immediately terminate the subscription of the Subscriber without any notice. In such situation, the Provider reserves the right to retain the not used and available Subscriber's credit for the purposes of any potentially related legal claims, procedures conducted by competent authorities and/or any potential related costs of the Provider.

9. Limitation and Exclusion of the Liability of the Provider

The Provider shall not be liable for any damage caused to the Subscriber or third parties, including recipients, as a result of the messages sent or received. This exclusion also includes any damages, fines and compensations for breaches of the protection of personal data or privacy or of telecommunications and electronic messaging regulations.

The Provider acts only as a CartFox service provider and shall not be liable for any damages caused by the communication sent out by the Subscriber. The Subscriber is solely responsible for the contents of the sent communication to recipient via CartFox services and the products or services such communication refers to. This applies notwithstanding the fact that the Provider offers pre-prepared and pre-designed messages in CartFox, which should be deemed as guidelines in nature only.

The Provider assumes no warranty or guarantee relating to the accuracy, completeness, and correctness of the data and information provided on the website and shall not be liable for any damages suffered by the user as a result of reliance placed on the content published.

The Provider assumes no warranty or guarantee relating to the functioning or availability of CartFox or the availability of the website or any part thereof and shall not be liable for any damages suffered by the Subscriber or the user as a result of the unavailability, malfunctioning, or incorrect operation of CartFox or the website or any part thereof.

The Provider shall not be liable for any damage caused to the subscriber's or user's hardware, software, or other equipment as a result of the use of the website or CartFox services. It is the user's responsibility to ensure that the equipment used to access the website is properly maintained and protected.

If the exclusion of liability referred to in the preceding paragraphs would for any reason be invalid, the liability of the Provider shall be excluded or limited to the fullest extent possible or permissible.

10. Copyright and Other Intellectual Property Rights

The entire content of the website, including but not limited to logos, photographs, descriptions, blog entries, layout of graphic elements, corporate images, buttons, and the source code of the applications that run the website as well as the website itself, is protected by copyright, including database related protection. All material copyrights for the content published on the website and in the source code of the applications that run the website are owned by the Provider and/or the person expressly indicated as such for each item of content.

Any use of any content published on the website for any purpose other than for the personal viewing and information of the Subscriber or user is prohibited without explicit prior written consent of the Provider. Misuse may constitute a criminal offense and may result in material liability of the infringer. The prohibition in this paragraph also applies to the reproduction or any other use of the data contained in the database or its parts, even if the data does not constitute a copyrighted work in itself.

The term CartFox and the CartFox logo constitute a symbol for which the Provider is the exclusive rights owner. Any unauthorized use is prohibited and may result in material and criminal liability of the infringer.

11. Application of Law, Jurisdiction, Dispute Settlement

The relationship between the Provider and the user/Subscriber shall be governed by the law of the Republic of Slovenia, without application of the rules of private international law and procedure. In the event of a dispute between the parties, the court having territorial jurisdiction shall have jurisdiction in the place where the Provider has its registered office.

These Terms of Service apply from 1 April 2023.