

## Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING SOCIOVIZ.NET WEBSITE OR SERVICES ("SERVICE"), YOU OR THE ENTITY THAT YOU REPRESENT ("YOU") AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THESE TERMS AND CONDITIONS, YOU WILL NOT HAVE ANY RIGHT TO USE THE SERVICE. SOCIOVIZ ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THESE TERMS AND CONDITIONS, TO THE EXCLUSION OF ALL OTHER TERMS.

Violation of any of the terms below will result in the termination of your account.

## Changes to the Terms and Conditions

We reserve the right to update and change these Terms and Conditions from time to time, at our discretion, with or without prior notice. Any new features that augment or enhance the Service, including but not limited to the release of new tools and resources, shall be subject to these Terms and Conditions. We will use reasonable efforts to make you aware of these changes. Your continued use of the Service following these changes means that you accept and agree to the changes.

## Account Terms

- You must be 16 years or older to use this Service.
- You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
- If you are using a paying account, you must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- You are responsible for maintaining the security of your account and password. SocioViz cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who might have access to your account).
- One person or legal entity may not maintain more than one free account.
- If you are using the free version of the Service, you are not permitted to block ads.

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- You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).

## Accessing the Service, Security and Privacy

We are working hard on improving the Service, but we can't guarantee that the Service will be up and running 24/7. We also reserve the right to suspend or restrict access to some features to users. In any case, we will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period, nor for any data loss (see also section "Disclaimer of Warranties, Limitations of Liability and Indemnification" below).

To access most features of the Service you have to register and sign in using your Twitter account with the "Sign in with Twitter" authentication system provided by Twitter. You must treat such information as confidential, not disclosing it to any third party and only use the Service in person. We do not have access to your Twitter password. In case you forget your password, please use Twitter's password reset procedure. We highly recommend to choose a strong password and that you log out from your SocioViz account at the end of every session.

It is a condition of your use of the Service that all the information you provide on the Service is correct, current and complete. In the future, you may be asked to provide certain registration details or other information. As custom for Internet services, we reserve the right to disable any user account, at any time in our sole discretion for any or no reason, including, if in our opinion you have failed to comply with any provision of these Terms and Conditions.

We use "Sign in with Twitter" for all logged-in users, but we cannot guarantee that all use will be secure. We also do not guarantee that the Service or any content provided on the Website or the Mobile Application is error free. We manage your personal data according to our Privacy Policy.

## Payment, Upgrading and Downgrading Terms

A valid credit card or PayPal account is required for paying accounts. Free accounts are not required to provide a credit card number.

SocioViz is a not-for-profit corporation created to promote and spread the digital culture in all its form and to support future developments of SocioViz platform. The annual fee is intended to cover the association expenses and give access to a reserved area of the platform. As not-for-profit corporation, we could issue a receipt (VAT exempted) which have to be requested to [hello@socioviz.net](mailto:hello@socioviz.net).

For details see Ministerial Decree of 21 December 1992, n. 6016, published in the Official Gazette no. 300 entitled "Exemption from the obligation to issue the receipt and the receipt for certain categories of taxpayers".

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The fee specified in the plan table is to be intended as minimum recommended price. Donations is more than welcome, in this case please use donate button on website.

If you upgrade to a paying account, you will be billed for your first year immediately upon upgrading. The Service is billed in advance on a yearly basis. SocioViz accounts are prepaid and non-transferable. SocioViz does not provide refunds or credits for any partial months or years of service. In order to treat everyone equally, no exceptions will be made.

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.

Downgrading your Service may cause the loss of Content, features, or capacity of your Account. SocioViz does not accept any liability for such loss.

Technical support is only available via email.

## Cancellation and Termination

You are solely responsible for properly canceling your account. To cancel your account please send us a mail to [hello@socioviz.net](mailto:hello@socioviz.net).

If you cancel the Service before the end of your current paid up month or year, your cancellation will take effect at the end of the current paid up month or year and you will not be charged again.

SocioViz, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other SocioViz Service, 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. SocioViz reserves the right to refuse Service to anyone for any reason at any time.

## Modifications to the Service and Prices

SocioViz 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.

Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Website or the Service itself.

SocioViz shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

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## Intellectual Property Rights and Usage Rules

The Service and its original content, features and functionality, are owned by SocioViz. So you agree to not copy, modify, create derivative works of, publicly display, publicly perform, republish, any of our copyrighted material without express written permission from SocioViz. If you have doubts about whether and how to use of material on the Website or the Mobile Application, please address your concerns to [hello@socioviz.net](mailto:hello@socioviz.net).

All Content added, created, uploaded, submitted, distributed, or posted to or via the Service by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Service is or will continue to be accurate.

We encourage your feedback, in the form of reviews, comments, and suggestions or recommendations for modifications, improvements or changes to the Services, the Mobile Application or the Website that you may choose in your sole discretion to provide us from time to time ("Feedback"). When you provide Feedback, you grant us, under all right, title and interest in and to the Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Service or other products or Services.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, SocioViz, or any other SocioViz service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any SocioViz customer, employee, member, or officer will result in immediate account termination.

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 SocioViz.

If your level of usage of the Service significantly exceeds the average usage level (as determined solely by SocioViz) of other SocioViz customers, we reserve the right to immediately disable your account or throttle your usage until you can reduce your usage level.

## Law and Copyright Infringement

We assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. In the unlikely event we receive a disclosure request from an authorized party, we reserve the right to disclose user identities when required to do so by the law, including in response to a law enforcement request supported by a valid court order.

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You waive and hold harmless the Company from any claims resulting from any action taken by the Company during or as a result of its investigations and from any actions taken as a consequence of investigations by either the Company or law enforcement authorities.

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.

## Disclaimer of Warranties, Limitations of Liability and Indemnification

Your use of the Service is at your sole risk. The Service is provided "as is" and "as available". SocioViz uses data provided by and is subject to the limits of the Twitter standard public API.

Please keep in mind that SocioViz retrieve Twitter posts on behalf of the Twitter user you authorize during the registration process. This mean that, using Twitter standard public API, you are subject to some limitations in number of call per period of time. For more detail please refer to Twitter developer portal. SocioViz is optimized to manage this limitation scheduling concurrent searches according to rate limits but the recommendation is to use a dedicated Twitter account to access SocioViz services.

We disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. We are not liable for damages, direct or consequential, resulting from your use of the Service, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of any third-party's rights. You acknowledge that you have only a limited, non-exclusive, nontransferable license to use the Service. Because the Service is not error or bug free, you agree that you will use it carefully and avoid using it in ways that might result in any loss of your or any third party's property or information.

You understand that SocioViz uses third party vendors and partners to provide the necessary data, hardware, software, networking, storage, and related technology required to run the Service.

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

SocioViz 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,

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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.

You expressly understand and agree that SocioViz 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 SocioViz 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.

## Your acceptance of these terms

By using this Site, you signify your acceptance of this policy and terms of service. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

## Contacting us

If you have any questions about this Terms and Conditions, the practices of this site, or your dealings with this site, please contact us at: [hello@socioviz.net](mailto:hello@socioviz.net)

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