Terms of Service

These Terms of Service (the "Agreement") establish a legal accord between you, the user, and DOMUSMATES SP. Z O.O., the proprietor of PostGuard, a private limited liability company registered under Polish Law, located at Aleja Jana Pawla II, 10 - Tychy - 43100 - Poland ("PostGuard", "We", "Us", or "Our"). This Agreement regulates your limited, non-exclusive, and terminable rights to the utilization of the PostGuard website and its services. By engaging with our services, you accept and agree to be legally bound by the terms of this Agreement.

If you disagree with any part of this Agreement, you must not create an Account and must refrain from using any of the Services or the Site. By consenting to this Agreement, you acknowledge that you have read, understood, and accepted the terms and conditions enclosed within.

We retain the right to revise this User Agreement intermittently and without prior notification. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to stay abreast of any modifications. Your continued usage of this site following such modifications signifies your acknowledgment and acceptance of the modified terms and conditions.

Use of the Service

1.1. PostGuard provides a service that allows users to reply, analyze and moderate comments on social media platforms using AI (artificial intelligence). You have control over the social profiles you connect to the service and the moderation settings you activate.

1.2. To avail of the PostGuard service, initial registration is necessary. Following successful registration, you can promptly log into your account and use the service.

1.3. You are required to protect access to your account, specifically the username and password, against third parties. It is critical that you maintain the confidentiality of your password. DOMUSMATES SP. Z O.O. assumes that all activity conducted from your account, subsequent to logging in with your username and password, is authorized and supervised by you. This implies that you bear responsibility for these activities, unless and until you have informed DOMUSMATES SP. Z O.O. that your password has been compromised.

1.4. PostGuard allows for the processing of personal data. In terms of the Polish Data Protection Act, DOMUSMATES SP. Z O.O. acts as a processor, while you act as the controller. You agree to indemnify and hold harmless DOMUSMATES SP. Z O.O. from all third-party claims associated with this Act.

Terms of Use

2.1. The utilization of PostGuard for any purpose that contravenes Polish or any other relevant law or regulation is prohibited. This prohibition includes, but is not limited to, the storage or transmission of data via the service that is defamatory, libelous, or racially discriminatory.

2.2. Should DOMUSMATES SP. Z O.O. become aware that you are violating any law or regulation, or receive a complaint alleging the same, DOMUSMATES SP. Z O.O. reserves the right to intervene to cease the violation.

2.3. If DOMUSMATES SP. Z O.O. determines that the ongoing operation of its own or a third party's computer systems or network is, or is at risk of being, damaged or compromised, such as through excessive data transmission, personal data breaches, or virus activity, DOMUSMATES SP. Z O.O. may take any measures deemed reasonably necessary to halt or prevent such damage or compromise.

2.4. DOMUSMATES SP. Z O.O. reserves the right to lodge a criminal complaint for any offences committed via or using the service.

2.5. DOMUSMATES SP. Z O.O. is entitled to seek compensation from you for any damage suffered as a result of your breach of these terms of use. You agree to indemnify and hold harmless DOMUSMATES SP. Z O.O. against all third-party claims arising from your violation of these terms of use.

Availability and Maintenance

3.1. DOMUSMATES SP. Z O.O. actively maintains PostGuard. If maintenance is anticipated to adversely affect availability, DOMUSMATES SP. Z O.O. will perform such maintenance during periods of relatively low service use. Maintenance will be announced in advance whenever possible. Emergency maintenance can occur at any time without prior notice.

3.2. DOMUSMATES SP. Z O.O. may periodically modify PostGuard. Your feedback and suggestions are welcome, but the final decision on which changes to implement (or not) lies with DOMUSMATES SP. Z O.O..

Intellectual Property

4.1. The PostGuard service, the associated software, and all information and images on the website constitute the intellectual property of DOMUSMATES SP. Z O.O.. None of these elements may be duplicated or used without DOMUSMATES SP. Z O.O.'s prior written consent, except and to the extent permitted by mandatory law.

4.2. Information that you store or process using the service remains your property (or the property of your suppliers or licensors). DOMUSMATES SP. Z O.O. obtains a limited license to use this information for the service, including for future aspects of it. You can revoke this license by removing the relevant information and/or terminating the agreement.

4.3. If you provide information to DOMUSMATES SP. Z O.O., such as a bug report or suggestion for improvement, you grant DOMUSMATES SP. Z O.O. an everlasting and unlimited license to use this information for the service. This does not apply to information explicitly marked as confidential by you.

4.4. DOMUSMATES SP. Z O.O. will avoid accessing data you store or transmit using PostGuard, unless necessary for the effective delivery of the service, or if DOMUSMATES SP. Z O.O. is compelled to do so by law or the order of a competent authority. In these situations, DOMUSMATES SP. Z O.O. will make every effort to minimize access to the information as much as possible

Subscription & Payments

5.1. We provide a variety of subscription plans for our services. The subscription plan that applies to you depends on your selection during account registration. Information about our standard plans can be found on our website. All fees listed on our site do not include VAT or any other taxes that may apply in your jurisdiction.

5.2. Payment can be made by debit/credit card or as further detailed on the website.

5.3. Unless DOMUSMATES SP. Z O.O. receives written notice at least three (3) business days before the end of your current subscription term (or any subsequent renewal term) that you do not wish to renew your subscription, you will be enrolled in an automatic renewal cycle for the same term length at the conclusion of your subscription term. This applies to all payment-involved subscription plans, both monthly and annual renewals. Any written notification of your decision not to renew should be submitted through our support widget or by emailing info@postguard.ai. The email must come from the registered PostGuard account owner.

Limitation of Liability

6.1. Under no circumstances shall DOMUSMATES SP. Z O.O., its owners, suppliers or any of their respective owners, directors, employees, contractors, and/or agents be held liable to you or any third party for any direct, indirect, special, exemplary, punitive, or other consequential or incidental damages (including but not limited to lost profits or revenue, service interruptions, loss of programs or other information, or any other pecuniary loss) arising directly or indirectly from (i) your use of or access to the Site and/or Services, or any content, products, or services distributed on or provided through the Site and/or Services, (ii) any failure or interruption of the Site and/or Services, whether resulting from errors, omissions, loss of data, defects, viruses, interruptions or delays in operations or

transmission or any other cause, whether based on warranty, contract, tort (including negligence) or any other legal theory, even if DOMUSMATES SP. Z O.O. or its suppliers have been expressly advised of the possibility of such damages.

6.2. Regardless of the foregoing, DOMUSMATES SP. Z O.O.'s total maximum aggregate liability under this agreement, including any appendices hereto, or in respect of the use or exploitation of any part or all of the Site or Services, the content or user material in any manner whatsoever shall not exceed your annual subscription fee.

6.3. If you choose to enable PostGuard to automatically post comments, you assume full responsibility for this decision and cannot hold DOMUSMATES SP. Z O.O. liable for any outcomes or repercussions resulting from this feature.

Term and Termination

7.1. This agreement comes into effect the moment you first use the service and will continue to be in effect until it is terminated.
7.2. DOMUSMATES SP. Z O.O. reserves the right to terminate the agreement if the service has not been used at all in the previous 18 months. In such a scenario, DOMUSMATES SP. Z O.O. will first send a reminder email to the address associated with your account.

Cancellation & Refund Guarantee

8.1. You may cancel your subscription by sending an email to info@postguard.ai or by utilizing our support widget to state your wish to cancel your plan/subscription. Refunds will only be provided for subscriptions longer than one month (such as annual plans) that are canceled within 30 days of the effective date or renewal date of the subscription. The refund will be processed within 5 business days of cancellation. No refunds will be given in other cases.

Data Retention

9.1. DOMUSMATES SP. Z O.O. guarantees the secure storage of data on behalf of our customers in accordance with the stipulations of their subscription plan and the timeframes associated with each plan. Any data that exceeds the stated timeframe will be systematically and automatically deleted from our systems.

9.2. You explicitly acknowledge and agree that DOMUSMATES SP. Z O.O. does not offer any archiving or backup services and may delete data that is no longer in use and exceeds the timeframes stipulated in the relevant subscription plan. DOMUSMATES SP. Z O.O. expressly renounces all responsibilities related to archiving, storage, and backup of data.

Privacy & Data Protection

10.1. Please refer to our Privacy Policy for information on our privacy practices concerning the PostGuard service. You understand that by using our services, you may process information that is considered Personal Data and/or sensitive Personal Data under the laws applicable to you. You acknowledge that it is your sole responsibility to implement all necessary measures on your website/app and obtain any required consent from your users/customers.

10.2. By accepting the terms within this agreement, including its annexes, you assert, represent, and warrant that you will comply with all applicable laws, including but not limited to Data protection and privacy laws. You agree to indemnify PostGuard and indemnified parties against any Third-Party claims related to violations of such applicable laws while using the Service.

10.3. We shall not be held responsible or liable for your failure to provide a legally adequate privacy policy that discloses your use of our services on your website/campaign. Failure to implement a privacy policy that complies with applicable data protection laws on your website/campaign may result in the termination of your account.

Miscellaneous Provisions

11.1. This agreement is governed by Polish law.

11.2. Except to the extent determined otherwise by mandatory applicable law, all disputes arising in connection with PostGuard shall be brought before the competent Polish court for the principal place of business of DOMUSMATES SP. Z O.O..

11.3. For any clause in these terms and conditions that demand a statement to be made "in writing" for legal validity, an email or communication through the PostGuard service will suffice provided the authenticity of the sender can be sufficiently established and the integrity of the statement is not compromised.

11.4. The version of any communication or information as recorded by DOMUSMATES SP. Z O.O. will be deemed authentic unless you provide evidence to the contrary.

11.5. If any part of these terms and conditions is declared legally invalid, this will not affect the validity of the agreement as a whole. In such a case, the parties will agree on one or more replacement provisions that closely mirror the original intent of the invalid provision(s) within the limits of the law.

11.6. DOMUSMATES SP. Z O.O. reserves the right to transfer its rights and obligations under this agreement to a third party as part of an acquisition of PostGuard or the associated business activities.

Contact Information

DOMUSMATES SP. Z O.O.
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