Terms of service

Last update November 16, 2026

> 💡 **Summary of changes (November 16, 2026)**:
> - Clarified Pro license slots, third-party marketplace purchases, refunds, and termination of offline usage rights. Updated the AI assistant provider information.

These terms of service ("Agreement") govern your use of Mockoon Pro self-hosted software, Mockoon Pro managed cloud, and legacy Mockoon Cloud products and services (collectively, the "Service") provided by 1kB SARL-S, doing business as "Mockoon" ("Company", "we", "us", and/or "our"). Managed cloud is an Enterprise option. Legacy Mockoon Cloud remains available to existing customers under their existing plan entitlements. By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

The Service is provided by:

1kB SARL-S
Luxembourg business register: B257186
VAT: LU33209738
Contact email: support@mockoon.com
Account management interface: https://mockoon.com/account/info/
Cloud services status page: https://mockoon.com/status/

By accepting this Agreement, you represent and warrant that you have the legal capacity to enter into this Agreement and that you are of legal age in your jurisdiction to form a binding contract. If you are accepting this Agreement on behalf of a company, business or other legal entity, you further represent and warrant that you have the authority to bind that entity to this Agreement, in which case the term "you" shall refer to such entity. If you do not have such authority, or if you don't agree with this Agreement, you must not accept this Agreement and may not use the Service.

1. Account registration

An account is required for legacy Mockoon Cloud and certain managed services, but not to request or use a self-hosted Mockoon Pro trial. If you create an account, you agree to provide accurate, up-to-date, and complete information and to protect your login credentials. Login credentials must not be shared.

You are responsible for all activities that occur using your account. In the event of any unauthorized use or breach of your account, you must notify us immediately to take appropriate action and mitigate any potential harm.

2. Account termination

You may request the termination of your account at any time by contacting us through the provided contact information.

We reserve the right to terminate or suspend your account, in our sole discretion, for any reason including, but not limited to, violation of this Agreement or suspected unauthorized use of the

Service.

Upon termination of your account, access to account-based hosted services may be deactivated, and you may no longer have access to your account or hosted data associated with it. Account closure does not itself cancel a third-party marketplace subscription or remotely disable a self-hosted installation. Software usage rights and subscription termination are governed by section 14 and the applicable order.

We shall not be liable to you or any third party for any termination of your account or access to the Service.

Please note that termination of your account does not relieve you of any obligations or liabilities accrued prior to the termination.

3. Temporary use license

During the period for which you are authorized to use the Service and subject to your compliance with the terms of this Agreement, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use our Service during the term of your subscription, solely for your personal or internal business purposes.

Self-hosted Mockoon Pro is licensed in license slots, unless your applicable order expressly specifies a different model. Each slot covers either one authorized user or one deployed mock instance. Slots may be allocated between users and mock instances, but a slot cannot cover both at the same time. The combined number of authorized users and deployed mock instances must not exceed the number of slots granted by your license. Where an offer is sold in packs, the applicable listing or order specifies the number of slots included in each purchased pack.

You must not share a license key outside your organization or bypass, alter, or interfere with license validation. License keys remain our confidential licensing material and do not transfer ownership of the software. Legacy Mockoon Cloud subscriptions retain their existing plan entitlements.

Self-hosted trials last 14 days, include five licenses, require an eligible verified work email, and are limited to one trial per company domain. No account or payment method is required, and a trial does not automatically convert to a paid subscription. We may refuse or withdraw a trial in cases of ineligibility, misuse, or attempted circumvention.

You acknowledge and agree that all intellectual property rights, including but not limited to software, trademarks, logos, and any related documentation associated with our Service, are and shall remain the exclusive property of our Company.

Open-source applications made available to you under separate open-source licenses are subject to their respective terms and conditions, and your use of such applications is governed by those licenses.

4. Your content and data

For self-hosted Mockoon Pro, Your Content remains on infrastructure you control unless you choose to provide it to us for support. You are responsible for operating and securing that infrastructure, applying updates, configuring domains and certificates, maintaining backups, and complying with laws that apply to Your Content. We do not provide hosting or availability commitments for self-hosted installations.

Our Service may allow you to upload, submit, store, send, or receive various types of content, including data, files, documents, feedback, suggestions, or other materials ("Your Content").

You retain ownership of Your Content, and we claim no ownership or control over it. If you submit Your Content to a Mockoon-operated service, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, distribute, and display Your Content solely for the purposes of providing, operating, and improving the Service.

You represent and warrant that you have all necessary rights, permissions, and consents to grant us the aforementioned license for Your Content and that its use by us does not violate any third-party rights or any applicable laws.

We take reasonable measures to protect the privacy and security of Your Content. However, you acknowledge and agree that you are solely responsible for regularly backing up Your Content and taking appropriate security measures to protect it.

We reserve the right, but not the obligation, to review, monitor, or remove Your Content at our sole discretion, without prior notice, if we believe it violates this Agreement, infringes upon any third-party rights, or is otherwise objectionable.

You are responsible for ensuring that your collection and processing of personal data through the Service complies with applicable law. You must not use Mockoon-operated hosted services to process sensitive personal data unless expressly agreed in writing. For self-hosted Mockoon Pro, you determine the purposes and means of processing and are responsible for appropriate security and data-protection measures.

We may use your feedback, suggestions, or ideas regarding our Service for any purpose without any obligation to compensate you. By providing such feedback, suggestions, or ideas, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, modify, distribute, and incorporate them into our Service or future offerings.

5. Fair use

For managed cloud and legacy Mockoon Cloud, we strive to ensure that all plan levels receive an adequate allocation of bandwidth or compute power, which we consider to be typical for projects at each respective plan level. We will make commercially reasonable efforts to provide these resources.

In the event that we determine your usage to be unreasonable and causing an undue burden on our infrastructure or business operations, we reserve the right to notify you regarding the excessive usage. If necessary, we may take appropriate measures, including shutting down and terminating projects or accounts that create such an unreasonable burden.

6. Acceptable use

By accessing and using our Service, you agree to abide by this Acceptable Use clause and refrain from engaging in any activities that violate applicable laws, regulations, or this Agreement, or that may cause harm to our infrastructure, business operations, or other users.

You agree not to use our Service in any manner that is unlawful, fraudulent, deceptive, harassing, threatening, abusive, offensive, obscene, or otherwise objectionable.

You shall not:

- Engage in any unauthorized access, tampering, or disruption of our systems or networks.
- Use our Service for any illegal purposes or to transmit or store any illegal, infringing, or harmful content.
- Interfere with the proper functioning, security, or availability of our Service.
- Introduce any viruses, malware, or other malicious code that may harm or compromise our Service or the data of other users.
- Engage in any activity that may compromise the privacy or data security of other users.
- Engage in any scraping, data mining, or data harvesting activities without our prior written consent.
- Use our Service to send unsolicited communications or spam.
- Impersonate any person or entity, or falsely represent your affiliation with any person or entity.

We reserve the right to monitor and investigate any violations of this Acceptable Use clause and take appropriate actions, including suspending or terminating your access to the Service, removing or blocking content, or cooperating with law enforcement authorities.

If you become aware of any misuse, abuse, or violation of this Acceptable Use clause, please promptly notify us so that we can address the situation appropriately.

7. Electronic communications

By using our Service, you consent to receive communications from us electronically. These communications may include notices, updates, alerts, invoices, and other information related to the use of our Service.

We will primarily communicate with you through email or by posting notifications within our Service. You agree that all agreements, notices, disclosures, and other communications provided to you electronically satisfy any legal requirement that such communications be in writing.

You are responsible for maintaining an accurate and up-to-date email address in your account settings. It is your responsibility to ensure that our communications are not filtered or blocked by your email provider or by any spam or junk mail filters.

We may also provide you with the option to communicate with us electronically, such as through support tickets or chat functionalities. You understand that any electronic communication sent to us is subject to our review and may be retained for record-keeping and support purposes.

8. Indemnification

You agree to indemnify, defend, and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with:

- Your use of our Service.
- Any content or materials you submit, upload, or transmit through our Service.
- Your violation of this Agreement or any applicable laws, regulations, or third-party rights.
- Any breach of your representations, warranties, or obligations under this Agreement.
- Any unauthorized access to or use of our Service by you or any third party using your account credentials.
- Any act or omission that results in harm to us, our business, or our users.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such a case, you agree to cooperate with our defense of such a claim and provide any necessary assistance.

9. Customer name

By using our Service, you grant us a limited, non-exclusive, worldwide license to use your company or business name for the purpose of identifying you as a customer and displaying your name in our marketing materials, including but not limited to our website, promotional materials, case studies, and customer testimonials.

10. Payment of fees

By accessing or using our Service, you agree to pay the applicable fee and any applicable tax as specified in the pricing plan or subscription you have chosen.

The fees for our Service are exclusive of any applicable taxes, levies, or duties imposed by taxing authorities. You are responsible for the payment of all such taxes, levies, or duties, excluding those based on our net income.

All fees are generally non-refundable unless otherwise expressly stated in this Agreement. However, we understand that exceptional circumstances may arise, and refund requests may be considered on a discretionary basis. We appreciate your understanding that refunds are not guaranteed and will be assessed based on the circumstances surrounding each individual case.

Self-hosted Mockoon Pro subscriptions are generally non-refundable once the license key has been issued, because the key enables offline use and cannot be remotely revoked. Requests involving duplicate purchases, billing errors, or a defective product will be reviewed individually. For third-party marketplace purchases, contact us through our contact form with your subscription details. Approved refunds are processed through the marketplace where the purchase was made, in accordance with its applicable policies. This policy does not limit rights under applicable law or the relevant marketplace terms.

Paid Mockoon Pro licenses are digital content delivered after successful payment and any required account activation. Where you expressly request immediate delivery at checkout, you consent to performance beginning before the end of any applicable withdrawal or cooling-off period and acknowledge that, where permitted by applicable law, you lose your statutory right of withdrawal once delivery of the license begins. This does not affect any rights that cannot legally be excluded. Acceptance of these terms alone does not establish a withdrawal waiver where separate consent or acknowledgment is legally required.

For subscriptions purchased directly through Paddle.com, depending on the subscription term and plan you select, you authorize our payment provider (Paddle.com) to automatically charge the payment method you provided on a recurring basis for the fees associated with your chosen subscription. The charges will occur according to the billing cycle specified in your plan, whether it is monthly, annually, or as otherwise indicated. You agree to ensure that your payment information remains accurate, up to date, and valid throughout the subscription period.
If you fail to pay the fees when due or if your payment method is declined, we may suspend or terminate your access to our Service until payment is made in full. We reserve the right to take appropriate legal action to recover any outstanding fees.

We reserve the right to update or modify the fees for our Service, but we will provide you with prior notice before the start of the next billing cycle. This notice will be sent to the email address associated with your account, order, or license, and it is your responsibility to ensure that you receive and review these notifications. If you continue to use our Service after the fee change takes effect, it will be deemed as your acceptance of the modified fees.

In the event of a dispute regarding the fees charged, you must notify us in writing within 30 days of the disputed charge. Failure to provide timely notice shall constitute your acceptance of the charges and waiver of any claims related to the disputed fees.

Mockoon Pro self-hosted fees purchased directly from us are stated and payable in euros (EUR), unless the applicable order specifies otherwise. Legacy Mockoon Cloud fees remain payable in the currency shown in the customer's existing subscription. Enterprise order forms may specify a different currency or payment arrangement.

Third-party marketplace purchases

For purchases through a third-party marketplace, the applicable marketplace listing, accepted offer, and order specify the plan, license quantity or pack size, price, currency, contract term, and billing schedule. The marketplace provider handles billing and payment under its applicable terms; the direct Paddle billing provisions do not apply to those purchases. Contract changes, automatic renewal, cancellation, price changes, billing disputes, and refunds follow the applicable marketplace order and policies. To the extent of a conflict, those terms govern these transaction matters rather than the general payment and subscription provisions of this Agreement.

A third-party marketplace purchase of self-hosted Mockoon Pro does not include managed hosting, automatic infrastructure provisioning, or infrastructure charges unless expressly stated in the offer. You deploy and operate the software yourself. Any cloud infrastructure you use is billed separately. Updated license keys may need to be installed in your instance following a renewal or a change in purchased quantity.

You acknowledge that our Service may integrate with third-party payment processors or gateways to facilitate the payment of fees. Any transactions processed by third-party payment processors are subject to their terms, conditions, and privacy policies.

If you believe there is an error or discrepancy in the fees charged, please contact our support team promptly to resolve the issue. We will review your concern and, if necessary, make appropriate adjustments to rectify any billing errors.

Termination of your account or cessation of your use of our Service does not relieve you of the obligation to pay any outstanding fees accrued prior to the termination or cessation.

11. Description of hosted Services

This section applies only to Mockoon Pro managed cloud and legacy Mockoon Cloud. It does not apply to infrastructure that customers operate as part of self-hosted Mockoon Pro.

a. AI assistant

The AI assistant is a feature available to all our customers of our Cloud plans. Its usage is subject to the quotas specified in the plan details and visible in your account. You can access the AI assistant from the desktop application.

To provide the AI assistant feature, we utilize services from our third-party vendor, Google Gemini. By using the AI assistant, you acknowledge that the content and data you provide as input ("Prompts") will be transmitted to Google for processing. You agree not to submit any Personal Data or sensitive confidential information through the AI assistant. Your use of this feature is also subject to Google's applicable Terms of Use and Privacy Policy.

We do not guarantee the accuracy, reliability, or completeness of the AI assistant's responses. The AI assistant is not a substitute for professional advice, and you should not rely on it as the sole basis for making decisions. You are solely responsible for verifying the accuracy and relevance of the information provided by the AI assistant.

We do not make any representation or warranty regarding the availability, performance, or functionality of the AI assistant. The AI assistant may be subject to downtime, errors, or interruptions, and we do not guarantee that it will be available at all times. We will make commercially reasonable efforts to ensure the availability and performance of the AI assistant, and inform you of any planned maintenance or downtime through our Service status page.

b. Data synchronization and real-time collaboration

The data synchronization and real-time collaboration feature ("Synchronization Feature") is available to all our customers of our Cloud plans. It is subject to the quotas specified in the plan details and visible in your account management interface.

We do not make any representation or warranty regarding the availability, performance, or functionality of the Synchronization Feature. The Synchronization Feature may be subject to downtime, errors, or interruptions, and we do not guarantee that it will be available at all times. We will make commercially reasonable efforts to ensure the availability and performance of the Synchronization Feature, and inform you of any planned maintenance or downtime through our Service status page.

Aside from the above-mentioned quotas, the Synchronization Feature is subject to some technical limitations and monitoring, including but not limited to the maximum number of devices that can be synchronized from the same IP address, the maximum number of concurrent requests to our servers or the volume of data that can be transmitted over a certain period of time. These limitations are designed to ensure fair usage of our infrastructure and to prevent abuse or excessive load on our systems. We reserve the right to modify or adjust the technical limitations of the Synchronization Feature at any time. We further reserve the right to suspend or terminate your access to the Synchronization Feature if we determine that your usage is unreasonable or causing an undue burden on our infrastructure.

While we take reasonable measures to ensure the durability and integrity of the data synchronized through the Synchronization Feature, it is not a backup service. We do not guarantee the retention or availability of your data. You are solely responsible for maintaining

backups of your data and ensuring that you have the necessary copies of your data in the event of loss or corruption.

c. Cloud deployments

The cloud deployments feature ("Cloud Deployment Feature") is available to all our customers of our Cloud plans. It is subject to the quotas and limits specified in the plan details and visible in your account management interface.

We do not make any representation or warranty regarding the availability, performance, or functionality of the Cloud Deployment Feature. The Cloud Deployment Feature may be subject to downtime, errors, or interruptions, and we do not guarantee that it will be available at all times. We will make commercially reasonable efforts to ensure the availability and performance of the Cloud Deployment Feature, and inform you of any planned maintenance or downtime through our Service status page.

Aside from the above-mentioned quotas, the Cloud Deployment Feature is subject to some technical limitations and monitoring, including but not limited to the maximum number of requests allowed per deployment or per IP address, the maximum number of concurrent requests to our servers or the volume of data that can be transmitted over a certain period of time. These limitations are designed to ensure fair usage of our infrastructure and to prevent abuse or excessive load on our systems. We reserve the right to modify or adjust the technical limitations of the Cloud Deployment Feature at any time. We further reserve the right to suspend or terminate your access to the Cloud Deployment Feature if we determine that your usage is unreasonable or causing an undue burden on our infrastructure.

d. Availability (SLA)

The following availability terms apply to the Cloud Services. For customers on an Enterprise plan with a mutually executed order or agreement, this Service Level is contractual. For all other plans, the Service Level represents a target only and does not create contractual remedies.

Uptime commitment (99.9%). The Services are designed to be operational and available 24 x 7 x 365 with a monthly uptime commitment of **99.9%** per calendar month.

Scheduled maintenance. Downtime resulting from scheduled maintenance is excluded from uptime calculations. "Scheduled maintenance" means routine, planned maintenance for which we provide notice via our status page at https://mockoon.com/status/.

Measurement and reporting. We monitor the Services and report non-scheduled or emergency maintenance and other service incidents (including material performance degradation) via our status page at https://mockoon.com/status/.

Remedies for chronic failure (Enterprise only). If the Services fail to meet the uptime commitment, you may escalate through support@mockoon.com. If we fail to meet the uptime commitment (by any amount) for three (3) consecutive months or four (4) months in any rolling twelve (12) month period, then within thirty (30) days after the conclusion of the third consecutive month, you may terminate the applicable order(s) by giving thirty (30) days prior written notice. Upon such termination, you are entitled to a refund of any unearned, prepaid fees, pro-rated from the effective date of termination through the end of the applicable prepaid period.

Cumulative remedies. The remedies stated in this subsection are your sole and exclusive remedies for any failure to meet the uptime commitment.

Exclusions. In addition to scheduled maintenance, uptime calculations exclude downtime to the extent caused by: (a) use of the Services by you in a manner not authorized under this Agreement; or (b) general Internet problems, force majeure events, or other factors outside our reasonable control. Nothing in this paragraph limits our obligations with respect to force majeure, disaster recovery, or business continuity elsewhere in this Agreement; any excused performance applies only during the period in which we use best efforts to meet those obligations.

12. Usage quotas and limitations

Managed cloud and legacy Mockoon Cloud may include usage quotas, such as storage, deployments, or AI assistant invocations, depending on the applicable plan. These usage quotas are provided to ensure fair usage of our services and to maintain the optimal performance of our infrastructure. They are visible in your account management interface.

The usage quotas allocated monthly to your account will reset at the beginning of each billing cycle. Unused quotas from the previous billing cycle will not be carried over to the next billing cycle.

The usage quotas assigned to your account are personal and non-transferable. They cannot be shared, transferred, or combined with any other account, project, or user within or outside your organization.

We reserve the right to modify or adjust the usage quotas at any time, subject to providing you with reasonable advance notice if such modifications or adjustments are likely to have a material adverse effect on the availability, performance, or functionality of the Service. Such modifications or adjustments may be communicated through written notice, email notifications, or by posting the updated quotas within our Service.

13. Support services

The Support Services encompass assistance and guidance regarding the functionality, features, and usage of our Service. Our support team will make commercially reasonable efforts to respond to your inquiries and provide prompt and accurate resolutions to the best of their knowledge and abilities.

We do not make any representation or warranty to fix any potential bug, insufficiency, or malfunction of the Service, nor undertake any repairs to the Service. In the event of a reported bug, we will make reasonable efforts to provide a workaround or alternative solution while the bug is being addressed and fixed.

While we strive to provide high-quality Support Services, we do not guarantee the resolution of every issue or the availability of immediate solutions. The timeframe for issue resolution may vary depending on the complexity and severity of the reported problem.

The Support Service does not cover issues resulting from a hardware failure, customer error, neglect or negligence.

The Support Service will be conducted through written means via the email address associated with your account, order, or license. Live audio or video calls are included only when specified in an Enterprise order or agreed separately.

Support Services do not cover assistance with custom development, integration, or consulting services unless expressly specified in the plan details or agreed upon separately in writing. Additional charges may apply for such services, and they will be subject to separate terms and conditions.

We may update or modify the Support Services, including the channels of communication, availability, and response times, at our discretion. Any changes to the Support Services will be communicated to you through written notice or by posting updated information within our Service.

The level of Support Services provided depends on the plan you have subscribed to. You can find your current support level in your account management interface.

13a. Email Support

Email Support offers no guaranteed response time, but we will make commercially reasonable efforts to respond to your inquiries within a reasonable timeframe.

13b. Priority Email Support

Priority Email Support offers no guaranteed response time, but we will make commercially reasonable efforts to respond to your inquiries within a reasonable timeframe. We prioritize inquiries from customers subscribed to plans that include Priority Email Support over those with standard Email Support.

13c. Next Business Day Support

Next Business Day Support offers a guaranteed response on the next business day following the receipt of your support inquiry. Business days are defined as **Monday to Friday, 9 am to 5 pm CET/CEST**, excluding Luxembourgish public holidays.

13d. Enterprise Support

Enterprise Support offers a guaranteed initial response within four business hours, unless a different response time is separately agreed upon in writing. The response-time clock runs only during business hours and resumes at the start of the next business day when necessary. Business hours are defined as **Monday to Friday, 9 am to 5 pm CET/CEST**, excluding Luxembourgish public holidays.

14. Term and termination

The term of this Agreement shall begin upon your acceptance of these terms of service and shall automatically renew for the same duration as the initially chosen plan, unless terminated by either party as outlined in this clause.

You may terminate this Agreement at any time by providing written notice to us or by canceling your subscription in your account management interface. For third-party marketplace purchases, renewal and cancellation must be managed through the relevant marketplace under the applicable order and policies. Disabling automatic renewal prevents renewal charges but does not itself refund or terminate the current paid contract term.

We may terminate this Agreement or suspend your access to our Service at any time, by providing you with a written notice at least 30 days in advance. However, in the event of a breach of this Agreement by you or non-payment of fees, we may terminate this Agreement or suspend your access with a written notice of 10 days.

Termination of this Agreement, whether initiated by you or us, will take effect at the end of the current billing cycle following the receipt of the termination notice. When a self-hosted Mockoon Pro license expires or terminates, your right to use paid functionality ends, but data stored on your own infrastructure is not deleted by us. Access to hosted services and hosted data may be deactivated under the applicable plan or order. Termination does not relieve you of the obligation to pay fees accrued before termination.

Self-hosted license keys are validated offline and cannot be remotely revoked. Technical validity of a key does not extend your contractual usage rights. When those rights expire or terminate, you must cease using the paid functionality covered by that license, even if the key remains technically valid. If a purchase is fully refunded, the usage rights granted by that purchase end unless otherwise agreed in writing or required by applicable law. For a partial refund that reduces the licensed quantity, use must remain within the remaining entitlement and any replacement license issued for it.

Any provisions of this Agreement that by their nature extend beyond the termination or expiration of this Agreement shall survive and remain in effect, including but not limited to clauses relating to intellectual property rights, limitation of liability, indemnification, and dispute resolution.

15. Disclaimer

THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS" AND THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR DELIVERABLES.

16. Limit of Liability and Waiver of Consequential Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR YOUR BREACH OF SECTIONS 6 AND 10, OR YOUR BREACH OF ANY REPRESENTATIONS OR WARRANTIES OR YOUR INDEMNITY OBLIGATIONS, NEITHER PARTY NOR ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR (C) FOR ANY DIRECT DAMAGES, COSTS, LOSSES, OF LIABILITIES IN AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE GREATER OF ONE HUNDRED DOLLARS AND THE FEES PAID BY YOU TO THE COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 6 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER THIS AGREEMENT.

17. Miscellaneous

This Agreement, including its terms and conditions, may be updated or modified by us from time to time. Any updates or modifications will be communicated to you through written notice, which may include email notifications or posting the revised Agreement within our Service. The updated Agreement shall enter into force immediately upon notification.

By continuing to use our Service after the updated Agreement has been notified, you acknowledge and agree that you have read, understood, and accepted the revised terms and conditions. If you do not agree with any changes made to this Agreement, it is your responsibility to stop using our Service.

You understand and acknowledge that it is your obligation to regularly review this Agreement to stay informed about any updates or modifications. We encourage you to periodically visit our website or the Service itself to access the most current version of the Agreement.

Any failure or delay by us in exercising any right, power, or remedy under this Agreement shall not operate as a waiver thereof. The waiver of any breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent breach or violation.

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

This Agreement constitutes the entire understanding and agreement between you and us regarding the subject matter herein and supersedes any prior or contemporaneous agreements, communications, or understandings, whether written or oral, relating to such subject matter.

18. Governing law

This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Luxembourg without regard to its conflict of laws provisions.

Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the competent courts of Luxembourg. You hereby consent to the jurisdiction and venue of such courts and waive any objections to the exercise of personal jurisdiction over you by such courts.

19. Binding agreement

This Agreement constitutes a binding contract between you and us. You may not assign or transfer any rights or obligations under this Agreement without our prior written consent. We may assign or transfer our rights and obligations under this Agreement to any third party without your consent.