

Terms of use

Terms of Use

Last updated: [30 May 2025]

These Terms of Use (“**Terms**”) govern access to and use of the **extRpolateS** web application and related services (collectively, “**the Service**”) provided by **Viti Science AB**, a company registered in Sweden (“**Viti Science**,” “**we**,” “**us**,” “**our**”). By creating an account, accessing, or using the Service, you (“**you**,” “**your**,” “**User**”) agree to be bound by these Terms. If you use the Service on behalf of an organisation, you represent that you have authority to bind that organisation; “you” and “your” then also refer to that organisation.

1 Definitions

Term	Meaning
App	The extRpolateS R Shiny web application, its APIs, and any downloadable tools we make available.
Content	All data, text, files, graphics, or other material uploaded, posted, generated, stored, or otherwise transmitted through the Service.
Subscription Plan	The paid or free tier (Starter, Professional, Enterprise, or other) chosen by User, which specifies functionality, usage limits, support level, and fees.
GDPR	Regulation (EU) 2016/679 and any implementing national legislation.

2 Eligibility & Account Registration

1. You must be at least 18 years old and legally capable of forming a binding contract.
2. You agree to provide accurate, current, and complete registration information, and to keep it updated.
3. You are responsible for all activities that occur under your credentials. Keep your password confidential and notify us immediately of unauthorised use.
4. You are responsible for maintaining the confidentiality of your credentials. Where two-factor authentication (“2FA”) is available, we strongly recommend—or, for certain plans, require—you to enable it. Failure to activate or maintain 2FA when mandated constitutes a material breach of these Terms.

3 Licence & Acceptable Use

1. **Licence Grant.** Subject to these Terms and any applicable order form, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Service solely for lawful internal business purposes.
2. **Restrictions.** You shall **not**:
 - Copy, modify, reverse-engineer, decompile, disassemble, or create derivative works of the App (except to the extent such restriction is prohibited by law).
 - Circumvent or disable any security or usage-limitation features.
 - Use the Service to infringe intellectual-property or privacy rights, or to upload unlawful, harmful, or discriminatory Content.
 - Interfere with, disrupt, or overload the Service or associated networks.
3. **Usage Limits.** You will adhere to any usage, storage, or concurrency limits described in your Subscription Plan. We may monitor usage to verify compliance.

4 User Content & Data Responsibilities

1. **Ownership.** You retain all rights in Content you upload. By submitting Content, you grant us a worldwide, royalty-free licence to host, process, and display it solely to provide and improve the Service.
2. **Compliance & Consents.** You are solely responsible for:
 - Ensuring you have a lawful basis (e.g., consent, legitimate interest) to process any personal data within the Content.
 - Removing direct identifiers from individual-patient data wherever possible.
3. **Sensitive Data.** You shall not upload Content that is subject to heightened legal protections (e.g., genomic data, data regarding children) unless (i) explicitly permitted in your Subscription Plan and (ii) all GDPR and local-law requirements are met.
4. **Data Deletion.** You may delete uploaded project data at any time via the App. Backup copies may persist up to 30 days before automated purge.

5 Privacy & Security

Our **Privacy Policy** describes how we collect, use, and protect personal data and forms part of these Terms. By using the Service, you acknowledge our privacy practices and security controls (encryption, AWS eu-north-1 storage, Azure EU hosting, role-based access, etc.).

6 Subscription Plans, Fees & Payment

1. **Plans.** Features, support, and pricing are described on our website or in an executed order form.
2. **Fees.** Fees are invoiced in the currency indicated and are exclusive of taxes, which you must pay.
3. **Payment Terms.** Unless otherwise agreed, invoices are due 30 days from invoice date. Late payments accrue interest at 8 % p.a. above the Swedish reference rate.
4. **Upgrades / Downgrades.** Plan changes take effect at the next billing cycle unless mutually agreed otherwise.
5. **No Refunds.** Except as required by law or expressly stated, fees are non-refundable.

7 Intellectual Property

The Service, including all code, designs, and documentation, is owned by Viti Science or its licensors and protected by copyright, trademark, and other laws. Except for the limited licence in Section 3, no rights are granted to you.

8 Confidentiality

Each party may access confidential business, technical, or personal data (“**Confidential Information**”). The receiving party will: (i) keep it confidential; (ii) use it only to fulfil these Terms; (iii) disclose it only to employees and processors bound by equivalent obligations. This Section survives termination for five (5) years (or indefinitely for trade secrets).

9 Warranties & Disclaimers

1. **Mutual Warranty.** Each party warrants it has authority to enter into these Terms.
2. **Service Warranty.** We warrant that the Service will perform materially as described in current documentation during an active subscription. If it does not, your exclusive remedy is re-performance of the non-conforming Service or, if we cannot remedy, a pro-rated refund.
3. **Disclaimers.** Except as set out above, the Service is provided “**as-is**”. We **disclaim** all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement. The Service is **not medical advice** and must not be relied upon as such.

10 Limitation of Liability

To the maximum extent permitted by law:

- **Indirect Damages.** Neither party is liable for indirect, consequential, or punitive damages, or loss of profits, revenue, data, or goodwill.
- **Cap.** Each party's aggregate liability arising out of these Terms is limited to the fees paid by you to us in the preceding twelve (12) months, except for (i) your unpaid fees, (ii) breach of Section 3 (Licence & Acceptable Use) or Section 8 (Confidentiality), or (iii) liability that cannot legally be limited.

11 Indemnification

You will indemnify and hold harmless Viti Science, its officers, and employees from any third-party claim arising from (i) your breach of these Terms, (ii) Content you upload, or (iii) your violation of law or third-party rights, including data-protection obligations.

12 Suspension & Termination

1. **Suspension.** We may suspend your access immediately if: (i) you breach these Terms; (ii) your usage threatens the integrity or security of the Service; or (iii) required by law.
2. **Termination for Convenience.** Either party may terminate a Subscription Plan at the end of its then-current term by written notice at least 30 days before renewal.
3. **Effect.** Upon termination, your licence ends and you must cease use of the Service. We will delete or anonymise your personal data in accordance with the Privacy Policy, except where retention is legally required.

13 Modifications to the Service or Terms

We may modify the Service or these Terms to reflect technical or legal changes. Material changes to these Terms will be notified by e-mail or in-App at least 30 days before taking effect. Continued use after the effective date constitutes acceptance.

14 Export Control

You may not use or export the Service in violation of EU, U.S., or other applicable export-control laws, including sanctions regulations.

15 Governing Law & Dispute Resolution

These Terms are governed by the laws of Sweden, without regard to conflict-of-law rules. Any dispute shall be submitted to the exclusive jurisdiction of the courts of Stockholm, Sweden. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

16 Entire Agreement & Severability

These Terms (and any order form) constitute the entire agreement between you and Viti Science regarding the Service, superseding all prior agreements. If any provision is held unenforceable, the remaining provisions remain in full force.

17 Contact

Viti Science AB – Legal & Compliance

Viti Science AB – Privacy Office

Address: Stopvägen 91, 168 36 Stockholm, Sweden

E-mail: mate.szilcz@vitiscience.se

Phone: +46 (0) 72 – 171 95 05

By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.