

Terms of Use

Effective Date: November 6, 2024

These Terms of Use ("**Terms**") are a legal agreement between you ("**User**," "**you**," or "**your**") and Lucmus ("**we**," "**us**," or "**our**"). By accessing or using our social media analysis software-as-a-service platform, including any content, functionality, and services offered on or through our website and application (collectively, the "**Service**"), you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use the Service.

1. Eligibility

- **Age Requirement:** You must be at least 18 years old or the age of majority in your jurisdiction to use the Service.
- **Authority:** By using the Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

2. Account Registration and Security

- **Account Creation:** To access certain features, you must create an account by providing accurate and complete information.
- **Social Media Login:** By logging in via social networks, you grant us permission to use your access tokens to collect necessary metrics for analysis.
- **Account Responsibility:** You are responsible for all activities that occur under your account and for maintaining the confidentiality of your login credentials.
- **Unauthorized Access:** You agree to notify us immediately of any unauthorized use of your account.

3. Description of Services

- **Service Overview:** Lucmus provides tools for analyzing social media metrics by collecting and processing data from your social media accounts using tokens you provide.
- **Free and Paid Features:** We offer both free features and premium features that require payment.
- **Third-Party Payment Processors:** Payments are processed through third-party services like Stripe or PayPal. By making a purchase, you agree to comply with their terms and conditions.

4. User Obligations and Conduct

- **Compliance with Laws:** You agree to use the Service in compliance with all applicable local, state, national, and international laws and regulations.
- **Prohibited Activities:** You shall not:
 - Use the Service for any unlawful purposes or in a way that infringes upon the rights of others.
 - Upload or transmit any harmful code, viruses, or any content that is defamatory, obscene, or invasive of privacy.
 - Attempt to gain unauthorized access to any part of the Service or its related systems.
 - Engage in any activity that disrupts or interferes with the Service.

5. Payments and Billing

- **Payment Information:** You must provide current, complete, and accurate billing information for paid features.
- **Authorization:** By submitting payment information, you authorize us to charge all applicable fees to the payment method you provide.
- **Refund Policy:** All purchases are final unless otherwise specified. Refunds are provided at our sole discretion and in accordance with our refund policy.
- **Price Changes:** We reserve the right to change pricing for our services at any time. Price changes will be communicated to you in advance.

6. Intellectual Property Rights

- **Ownership:** All intellectual property rights in the Service, including software, graphics, and content, are owned by us or our licensors.
- **Limited License:** We grant you a non-exclusive, non-transferable, revocable license to access and use the Service for your internal business purposes.
- **Restrictions:** You may not copy, modify, distribute, sell, or lease any part of the Service without our prior written consent.
- **User Content:** You retain all rights to the content you submit through the Service. By submitting content, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and display such content solely for the purpose of providing the Service.

7. Privacy and Data Use

- **Data Collection:** Our collection and use of personal data are governed by our Privacy Policy. By using the Service, you consent to the collection and use of this information.
- **Third-Party Services:** We use analytics tools like Google Analytics to improve the Service. Your use of the Service constitutes consent to such use.
- **Data Security:** We implement reasonable security measures to protect your data but cannot guarantee absolute security.

8. Confidentiality

- **Confidential Information:** Both parties agree to keep confidential any proprietary information received from the other party that is marked as confidential or would reasonably be considered confidential.
- **Exclusions:** Confidential information does not include information that is publicly available, already known to the recipient, or independently developed.

9. Disclaimer of Warranties

- **"As-Is" Basis:** The Service is provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind.
- **No Warranties:** We expressly disclaim all warranties, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, and non-infringement.
- **Third-Party Content:** We are not responsible for any third-party content accessed through the Service.

10. Limitation of Liability

- **Maximum Liability:** To the maximum extent permitted by law, our total liability for any claims under these Terms shall not exceed the amount you paid us in the past twelve months.
- **No Indirect Damages:** We shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill.

11. Indemnification

- **Your Obligations:** You agree to indemnify, defend, and hold harmless Lucmus, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising from your use of the Service or violation of these Terms.

12. Termination

- **By You:** You may terminate your account at any time by ceasing all use of the Service.
- **By Us:** We may suspend or terminate your access to the Service at our sole discretion, with or without notice, for any reason, including violation of these Terms.
- **Effect of Termination:** Upon termination, all rights granted to you under these Terms will cease, and you must destroy all copies of materials obtained from the Service.

13. Governing Law and Dispute Resolution

- **Governing Law:** These Terms are governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles.
- **Dispute Resolution:** Any disputes arising out of or relating to these Terms or the Service shall be resolved through binding arbitration. The arbitration shall take place in Delaware, and shall be conducted in accordance with the rules and procedures mutually agreed upon by the parties. If the parties cannot agree on the arbitration procedures, the arbitration shall proceed under the applicable laws of Delaware, United States.
- **Exception:** Notwithstanding the foregoing, either party may seek injunctive relief or other equitable remedies from a court of competent jurisdiction to prevent or restrain breaches of these Terms related to intellectual property rights.

14. Changes to Terms

- **Right to Modify:** We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting.
- **Notification:** We will notify you of significant changes by email or through the Service. Your continued use of the Service after changes indicates your acceptance of the new Terms.

15. Miscellaneous Provisions

- **Entire Agreement:** These Terms and our Privacy Policy constitute the entire agreement between you and us regarding the Service.
- **Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.
- **Waiver:** Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.
- **Assignment:** You may not assign any of your rights under these Terms without our prior written consent. We may assign our rights without restriction.
- **Force Majeure:** We will not be liable for any failure to perform due to causes beyond our reasonable control.

16. Contact Information

If you have any questions, concerns, or feedback about these Terms or the Service, please contact us at:

- **Email:** support@popsters.com