Customer Agreement

This document contains the terms and conditions that will govern your access and use of the Services Offered and constitutes an agreement between Noctua Sapienta and you or the entity you represent ("you"). This Agreement will take effect when you click the "Accept" button or the checkbox presented with these terms or, if earlier, when you use any of the Services Offered. You declare that you have the legal capacity to enter into contracts.

1. Use of the Services Offered

1.1. In General: You may access and use the Services in accordance with this Agreement. Noctua Sapienta may be subject to Service Level Agreements. You will comply with the terms of this Agreement and all laws, provisions, and regulations applicable to your use of Noctua Sapienta.

1.2. Account: To access the Services, you must have a Noctua Sapienta account associated with a valid email address and payment method if your subscription requires it. Unless expressly authorized by these terms of service, you will create only one account per email address.

1.3. Duration: The use of the offered services expires at the end of the subscription unless renewed. The duration of this subscription will be subject to the plan unless you contact Noctua Sapienta and arrange otherwise.

2. Data Protection

2.1. Customers and Noctua Sapienta will comply with current data protection legislation.

2.2. Confidential Information: Any non-public information is considered confidential, such as user access credentials and email addresses.

2.3. The rest of the available information serves Noctua Sapienta to monitor and generate statistics. This information will never be provided to third parties.

3. Warranties

3.1. Services: The Noctua Sapienta team guarantees the total availability of its platform for the book-selling service. It's important to note that this service will have different features depending on the contracted pricing plan, as indicated in the service pricing.

3.2. Support: Incident management or reports are handled through the Noctua-Sapienta support center. The guaranteed support level will have limitations and depend on the contracted subscription plan.

3.3. Access: The Noctua Sapienta team guarantees access to all contracted services from the moment of subscription payment, with all contracted features available at that moment.

3.4. Training: The Noctua Sapienta team provides a user manual for new users who subscribe to any of their plans to start operating on the platform from the first moment.

4. Changes

4.1. Service: The contracting party can interrupt the service at any time by canceling the subscription. The service availability will be maintained for the remaining time of the already paid subscription to Noctua Sapienta. In no case will refunds be made for already paid subscription amounts.

4.2. Subscription Plan: The contracted subscription plan for the application can be changed, either by increasing or decreasing the level. This change will take effect in the month following the last month already paid before the change request.

5. Limitation of Liability

5.1. Service: Credits returned to you in case of non-compliance cannot exceed the amount you have contributed with your fees in the last year.

5.2. Exclusions: In no case will Noctua Sapienta be responsible for indirect, incidental, special damages.

6. Fees and Payments

6.1. Payment Structure:

6.1.1 Initial Payment: At the time of subscribing to Noctua Sapienta, an initial payment must be made, corresponding to at least one monthly subscription fee, and can be extended for as many months as the service is initially contracted.

6.1.2 Partial Payments: Once the subscription to the Noctua Sapienta platform is contracted, partial payments will be made in monthly periods, automatically renewing this subscription and therefore making the payment every month until the contracting party requests the termination of the subscription.

6.1.3 Final Payment: Once the subscription termination is requested by the contracting party, there will be no final payment. In other words, the last payment made will be the last partial payment made before the termination.

6.1.4 Non-payment: Non-payment of any of the partial payments will result in the loss of the contracted service in the month immediately following the last month for which the partial payment was made, signifying the termination of the subscription until its new contracting.

6.2. Payment Methods: Subscription fees will be paid by credit or debit card, bank transfer, or PayPal, with any fee paid with another method considered as not paid.

7. Duration and Termination

7.1. Duration: This Agreement will be effective until the end of the contracted period. Upon termination, the contract will only have effects on causes prior to that moment.

7.2. Justified Cause: Breach of this agreement by either party, misuse of services, and the quality of the service offered are justified reasons for immediate termination of this contract.

7.3. Unjustified Cause: Either party must notify the termination of the subscription with a 30-day notice. Please note that the contracted services will be available until the end of your subscription.