

TERMS AND CONDITIONS

Welcome to www.contentmappingtool.com website or mobile properties, including related applications (collectively, this "Website"). The website is offered to you conditioned upon your acceptance of following Terms and Conditions (referred as Agreement).

GENERAL

1. www.contentmappingtool.com is owned by Buttonplay, a company incorporated under the laws of Netherlands, with its principal office at Maastricht, the Netherlands.
2. We provide content planning/organization tool for individual content marketers or content teams.
3. The terms and conditions apply to all the Users and/or visitors to the Website. We will provide the services subject to these terms and conditions, in consideration of charges.
4. We reserve the right to modify the terms and conditions at any time without prior notice. The User shall be responsible for regularly reviewing these terms and conditions.
5. The terms "we". "us"."our" refer to www.contentmappingtool.com, and/or our subsidiaries. The term "you" refers to the customer visiting the Website and/or contributing content on this Website.

USER'S RESPONSIBILITY

6. You agree to provide true, accurate and complete information about yourself; to maintain and update the registration data and provide service to you. Inaccurate or incomplete information may lead to termination of your account.
7. Selling, trade, reselling or exploiting any portion of the Service for any commercial purpose is prohibited.
8. You have attained legal age and is not barred, under any law, from availing the services on this website.
9. You will be solely responsible for safeguarding your email and password information used for registration or carrying out any transaction through the Website.
10. You agree not to use or introduce any software containing or promoting SPAM or virus through the website.
11. You will not make any attempt, directly or indirectly, to violate the security of the website or the websites affiliated or linked to the website OR to access the personal information of any other individual registered on the website.

12. You will not use the website or the linked websites for any illegal or unlawful use or in a manner that could damage, disable, overburden or impair with any other user's use and enjoyment of the website.
13. You will not Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material. We may remove such content or delete accounts posting such material.
14. You will not "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.
15. You will not cause any physical or verbal abuse to our employee, member or officer. Such act will lead to immediate account termination and potential criminal charges.

PAYMENT TERMS

16. We offer three subscriptions, i.e., single user, team solution and Agency plan. Payment can be made via credit card or bank transfer for monthly or yearly subscription. Yearly subscription entitles to 10% discount on the subscription fee.
17. Free Trial: For the single user and the team solution plan it is possible to access a free trial period of 30 days. When the 30 days are expired, the access to the account will be blocked unless you decide to subscribe to a paid plan.
18. The fee will be billed from the date of activation of account. We will automatically bill your card each month on the date corresponding to activation/renewal of account. Should you elect to change your subscription to "Team solution" from "single user" or vice versa, your next renewal period will be reset and you will be billed for the first month of the upgraded level of service.
19. No refund shall be made if the client cancels the services in the middle of the month or year (in case of yearly subscriptions). You are required to provide advance notice in case you wish to cancel the services and it's our sole discretion to refund partial payment in such cases.
20. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will notify you in advance of these changes by email.

DISCLAIMER/LIMITED LIABILITY

21. It is our endeavor to provide correct information or safeguard your information/content. We don't make any express or implied warranty, regarding the website or the information published on the same OR any warranty regarding the services, liability, responsibility or any claim in respect of any loss suffered by any User, arising out of or from the use of such information.

22. We make endeavor to use reasonable skill and care in providing the services. However, we shall not be responsible for any direct, indirect, punitive, incidental, special, consequential or other damages resulting from
- a) nature and manner of service provided by us.
 - b) any delay in providing the services or delivering the containers
 - c) damages or losses suffered by you due to use of the material provided by us.
 - d) Any damage caused to your computer/laptop or any other device resulting from using or downloading the data from our website or linked website.
 - e) Server crash or data loss due to corrupt files.
 - f) Account hacking.
 - f) force majeure
23. Our website may not be available during periodic maintenance or unplanned outage due to technical reasons beyond our control.
24. These limitations and exclusions apply without regard to whether the damages arise from breach of contract, negligence or any other cause of action.
25. Our liability for any damage caused to you will be limited to charges paid by you, if we are found liable in appropriate court of law for any damage caused to you by our act or use of the website.
26. Despite our best efforts, pricing error may occur in our catalogue. Please check the final order for verifying the price.

LINKS TO THIRD PARTY SITES

27. The Website may contain links to other websites. Such links are for your reference and we don't endorse, in any manner, those websites.
28. We are not responsible for the content or offering of such website. You will be solely responsible for using any information from such websites. You are requested to verify the accuracy of the information before undertaking any reliance on such information.

ACCESS RESTRICTION

29. We reserve the right to terminate User's access to the website without prior notice. We may also terminate temporarily/indefinitely suspend User's access or registration on the website if;
- a) User breaches this Agreement

- b) User provides inaccurate information or we are unable to verify or authenticate the information provided by you.
- c) User's actions violate rights of third party or breach any applicable law for the time being in force.

COPYRIGHT

- 30. All content and data published, including graphics, logo, etc. on the website is exclusive property of Buttonplay.
- 31. All software developed by Buttonplay is our copyrighted work.
- 32. We agree to indemnify our customer against all costs, demands, expenses and liabilities arising out of or in connection with Intellectual Property Rights claim made by third party, provided such infringement has occurred due to deliberate breach of Intellectual Property Rights of such third party.
- 33. The customer shall promptly notify us in writing about such claim made by third party and shall not make any admissions without our written consent.
- 34. The customer shall allow us to defend the claim and/or settle all negotiations and litigation arising out of such claim.
- 35. The customer shall provide assistance for negotiating/resolving such claim with third party.

INDEMNIFICATION

- 36. You agree to defend and indemnify Buttonplay and www.contentmappingtool.com and its affiliates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, as a result of:
 - (a) your breach of this Agreement or the documents referenced herein;
 - (b) your violation of any law or the rights of a third party; or
 - (c) your use of this Website.

PRIVACY

- 37. We adhere to high data security standards to ensure safety of your personal information, i.e. it is not damaged, destroyed, or disclosed to a third party without your permission and to prevent unauthorised access to it.

38. We may collect data about your activities on the website. This information may include the content you view, the date and time that you view this content, the services you review, or your location information associated with your IP address. We may also keep a record of your phone number, email address and any other information related to your use of the website.
39. We will use such information for the purpose of sending you promotional messages, information you request, conducting sales and marketing research, and preparing and publishing industry specific reports. We will not disclose any personal information in such reports. However, we can't be held responsible if any third party makes any reference to any personal information in the report.
40. We reserve the right at all times to disclose any information as is necessary to satisfy or comply with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.
41. We may make changes to our privacy policy to comply with amendments to the law or change in services offered. Any changes to our policy will be posted on this page.

NO WAIVER

42. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

COMPLETE AGREEMENT

43. This Agreement sets forth the entire understanding between you and Buttonplay with respect to matters contained herein and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and the Company. This Agreement may be modified by e-mail or other communication by mutual consent of the parties. All individual sections, and all individual terms, which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be limited or struck to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

GOVERNING LAW

44. This website is operated and maintained by Buttonplay and shall be governed by and constructed in accordance with the laws of Netherlands without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Netherlands.