

Terms and Conditions for 4-Day Free Trial and Cancellation Policy

INTRODUCTION

These terms and conditions govern the use of our services and the cancellation of a subscription to our service. By using our services, you agree to these terms and conditions.

CANCELLATION

a. NexMind offers a 4-day risk-free trial. Unless required by law, NexMind is not obligated to provide you a refund at any time or for any reason. We encourage users to test out the platform before making an informed decision to subscribe to a paid plan. NexMind doesn't offer refund post the trial period. However, feel free to reach out to us in case there is no usage of the platform post purchase. In any case, NexMind reserves the right to decline your refund request. If you do not wish to continue with the subscription, the cancellation has to be issued by the user before the 4 days period. Users will be automatically subscribed to the monthly plan of AI Content Generator if no cancellation is issued.

b. We offer a cancellation policy for our monthly and annual subscriptions to our services.

i) Users that cancel a subscription will have access to our service for the remainder of their subscription month.

ii) Users that cancel an annual subscription will have access to our service for the remainder of their annual subscription.

SUSPENSION OF USER ACCESS AND ACTIVITY

Notwithstanding other legal remedies that may be available, the Company may in its sole discretion, limit the User's access and/or activity by immediately removing the User's access credentials either temporarily or indefinitely, or suspend/terminate the User's association with the Platform, and/or refuse to the usage of the Platform to the User, without being required to provide the User with notice or cause:

If the User is in breach any of these Terms or the Privacy Policy;

If the User has provided wrong, inaccurate, incomplete or incorrect information;

If the User's actions may cause any harm, damage or loss to the other Users or the Company, at the sole discretion of the Company.

If the user has shared platform credentials for abuse/commercial exploitation of Scalenut's features and data.

If the user has misused the platform in any way.

ELIGIBILITY OF CANCELLATION

To be eligible for a cancellation, you must meet the following criteria:

a. Your purchase was made within the past four (4) days. (Only applicable for AI Content Generator Free- Trial)

b. You have not violated any of our terms and conditions.

CANCELLATION PROCESS

To request a cancellation, please issue a cancellation via our platform.

If your cancellation, request is approved, we will proceed to terminate your subscription.

TERM

These Terms shall continue to form a valid and binding contract between the Parties and shall continue to be in full force and effect until the User continues to access and use the Platforms.

The Users may terminate their use of the Platform at any time.

The Company may terminate these Terms and close any account at any time without notice and/or suspend or terminate a User's access to the Platform at any time and for any reason, if any discrepancy or legal issue arises.

Such suspension or termination shall not limit our right to take any other action against you that the Company considers appropriate.

It is also hereby declared that the Company may discontinue the Services and Platforms without any prior notice.

TERMINATION

The Company reserves the right, in its sole discretion, to unilaterally terminate the User's access to the Platform, or any portion thereof, at any time, without notice or cause.

The Platform also reserves the universal right to deny access to particular users, to any/all of are on its Platform without any prior notice/explanation to protect the interests of the Platform and/or other visitors to the Platform.

The Platform reserves the right to limit, deny or create different access to the Platform and its features concerning different Users, or to change any of the features or introduce new features without prior notice.

The User shall continue to be bound by these Terms, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms till the expiry of the same.

LIMITATION

The following limitations apply to our cancelation policy:

The Company reserves the right, in its sole discretion, to unilaterally terminate the User's access to the Platform, or any portion thereof, at any time, without notice or cause.

The Platform also reserves the universal right to deny access to particular users, to any/all of are on its Platform without any prior notice/explanation to protect the interests of the Platform and/or other visitors to the Platform.

The Platform reserves the right to limit, deny or create different access to the Platform and its features concerning different Users, or to change any of the features or introduce new features without prior notice.

The User shall continue to be bound by these Terms, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms till the expiry of the same.

CONTENT

All text, graphics, User interfaces, visual interfaces, photographs, trademarks, logos, brand names, descriptions, sounds, music and artwork (collectively, 'Content'), is generated/provided or based on information provided by the interviewer or third parties and the Platform has no control and make no guarantees regarding the quality, the accuracy, integrity or genuineness of such content or such other information provided on the Platform.

All the Content displayed on the Platform is subject to copyright and shall not be reused by any party (or a third party) without the prior written consent of the Company and the copyright owner.

The Users are solely responsible for the integrity, authenticity, quality and genuineness of the content provided on the Platforms and whilst feedback and comments by Users can be made via the Platform, the Platform bears no liability whatsoever for any feedback or comments made by the Users or made in respect of any of the content on the Platform. Further, the Platform reserves its right to suspend the account of any User for an indefinite period to be decided at the discretion of the Platform or to terminate the account of any User who is found to have created or shared or submitted any Content or part thereof that is found to be untrue/inaccurate/misleading or offensive/vulgar. The User shall be solely responsible for making good any financial or legal losses incurred through the creation/sharing/submission of Content or part thereof that is deemed to be untrue/inaccurate/misleading.

The Users have a personal, non-exclusive, non-transferable, revocable, limited privilege to access the Content on the Platform. Users shall not copy, adapt, and modify any content without written permission of the Company.

INDEMNITY

The Users of this Platform agree to indemnify, defend and hold harmless the Company/Platform, and their respective directors, officers, employees and agents (collectively, "Parties"), from and against any losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us that arise out of, result from, or maybe payable by, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed according to these terms of use. Further, the User agrees to hold the Company/Platform harmless against any claims made by any third party due to, or arising out of, or in connection with:

User's use of the Platform,

User's violation of these Terms and Conditions;

User's violation of any rights of another;

User's alleged improper conduct according to these Terms;

User's conduct in connection with the Platform;

User agrees to fully cooperate in indemnifying the Company and the Platform at the user's expense. The user also agrees not to settle with any party without the consent of the Company.

In no event shall the Company be liable to compensate the User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not the Company/ Platform had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with the User's use of or access to the Platform and/or the Services or materials contained therein.

LIMITATION OF LIABILITY

The Founders/ Promoters/ Partners/ Associated people of the Company/Platform are not responsible for any consequences arising out of the following events:

If the Platform is inoperative/non-responsive due to any connectivity errors associated with the internet connection such as but not limited to slow connectivity, no connectivity, server failure;

If the User has fed incorrect information or data or for any deletion of data;

If there is an undue delay or inability to communicate through email;

If there is any deficiency or defect in the Services managed by Us;

If there is a failure in the functioning of any other service provided by the Platform.

The Platform accepts no liability for any errors or omissions, on behalf of itself, or for any damage caused to the User, the User's belongings, or to any third party, resulting from the use or misuse of the Platform or any service availed of by the User through the Platform. The service and any Content or material displayed on the service is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability. The Platform will not be liable to you for the unavailability or failure of the Platform.

Users are to comply with all laws applicable to them or their activities, and with all Policies, which are hereby incorporated into this Agreement by reference.

The Platform expressly excludes any liability for any loss or damage that was not reasonably foreseeable by the Platform and which is incurred by you in connection with the Platform, including loss of profits; and any loss or damage incurred by you as a result of your breach of these terms.

To the fullest extent permitted by law, the Platform shall not be liable to you or any other party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that your sole and exclusive remedy for any dispute with us is to terminate your use of the Platform.

Contact Us.
info@nexmind.ai