



Terms of use CELUM Toolbox

General Terms

1. brix cross media is not responsible for the security of the login information (username and password). All users are responsible for the choice and the protection of their credentials. Should the user detect unauthorized use of his credentials, it is his responsibility to inform brix cross media thereof. brix cross media may not be held liable for damages which were caused through the unauthorized use of user credentials.
2. All users are liable for the use of the system through their credentials. This applies especially for the "Expert" component (only in Team Edition and only for superadmins) and the direct, scriptable API access thereof. Every access which is performed with valid a CELUM username and password is registered and counts as use through the authorized user.
3. The login credentials are personal and may not be disclosed. An account may only be used by a registered user.
4. The login credentials are encrypted via SSL and used by brix cross media for the sole purpose of communicating with the API / SOAP and will never be stored.
5. In order to use the CELUM Toolbox, companies that are not customers of brix cross media have to register first. They agree to provide truthful information about themselves and the company, and not to use any third party identities. brix cross media reserves the right to terminate the access immediately when false information was provided.
6. **Using the CELUM Toolbox requires an open.api connector (Team Edition) or an API connection license (CELUM 5)**, which is the customers responsibility.
7. All users agree to abide by the ethical and generally accepted rules of interaction on the Internet (netiquette) and agree to not use the services for sending spam, spreading viruses, trojans, worms nor other files or programs that restrict the functionality of the services.
8. brix cross media may change, interrupt or shut down the service or restrict the access thereto at any time without justification or prior notice.
9. You may terminate your use of the service at any time by contacting celum@brix.ch.
10. "Reverse engineering" (even partially), and the use of "crawlers", "spiders" or other software for automated access to the services is prohibited.
11. You acknowledge, understand and agree that we cannot guarantee the security of data transmitted via the Internet. Any data transmission through the use of the service is performed at your own risk.
12. You acknowledge, understand and agree that brix cross media provides the service "as is" and "as available", without any explicit or implicit guarantee or warranty. There is no legal claim to the availability, accuracy, performance, etc. nor that the services will meet user needs.
13. You agree to receiving all correspondence and invoices via E-mail to the registered address.
14. Obligations arising from the use of CELUM Toolbox, cannot be transferred to any other person. Liable is always the account owner.
15. These provisions are subject to Swiss law. The court of jurisdiction is Arlesheim/BL.



Cost

The annual subscription fee is CHF 190 (EUR 170) for a single account or CHF 390 (EUR 350) for all users of a particular CELUM server.

For customers of brix cross media we provide the service free of charge.

From now on, we will provide the CELUM Toolbox for the Team Edition free of charge for all CELUM customers.

Terms of payment / invoicing

1. The paid use starts with the date of registration.
2. The contract period is not limited. Without prior notice from the customer the contract will be renewed automatically by the end of the accounting period.
3. Invoicing is carried out in advance for the coming year. **Invoices will only be sent electronically as PDF via E-mail and are payable within 30 days, net.**
4. If the invoice is not paid in full within 45 days the account will be locked automatically.
5. The current prices are always published on the website in CHF and EUR, excl. VAT. Changes will be communicated at least 30 days in advance and only apply to the coming billing period.
6. The plan (single user or all users on that CELUM server) may be changed at any time by contacting celum@brix.ch. An upgrade is effective immediately and will be billed pro rata temporis. A downgrade is effective upon the start of the next billing period.
7. Payments will not be refunded. You may terminate the contract by the next billing period by contacting celum@brix.ch, in which case billing periods that have already been invoiced will not be refunded.

Support

brix cross media generally offers no support for the CELUM toolbox.

Requests or error messages can be sent to support@brix.ch at any time however.