

Terms of Service

Introduction

Thank you for choosing Frenetic Electronics, S.L. ("Company") for your business. The Company provides Frenetic Simulator, an advanced magnetic design and simulation platform, and Frenetic Factory, a custom magnetics design service to streamline and accelerate the development of customized magnetic solutions, providing samples and production, as needed. The Company refers to the foregoing products and/or services herein collectively as "Services."

Company

- Name: Frenetic Electronics, S.L.
- VAT: B87193637
- Address: Av. de Córdoba, 15, Usera, 28026 Madrid
- Contact: +34 915 29 60 07 / administracion@frenetic.ai

Intellectual Property Rights

As outlined in the Company's Privacy Policy, the Company owns all rights, title, and interest in and to the Services, including any Company data and Aggregated Data, along with all associated intellectual property rights. Except for the limited rights expressly granted to you under this Agreement and the Privacy Policy, the Company reserves all rights, title, and interest in its intellectual property.

The Company's service marks, logos, and product names are its exclusive property. You agree not to display or use any of the Company's marks without prior written consent. Similarly, any third-party trademarks associated with the Services may be the property of their respective owners, and you must comply with their trademark guidelines.

Any content or data submitted by you to the Website or in connection with the Services must not infringe on third-party intellectual property rights. Additionally, as specified in the Privacy Policy, you grant the Company a license to use your customer feedback for service improvement and marketing purposes, unless otherwise notified in writing.

No Submission of Unsolicited Ideas or Materials

The Company does not accept unsolicited ideas or materials for products, services, or improvements, including but not limited to inventions, concepts, music, websites, apps, books, screenplays, and software ("Unsolicited Ideas and Materials"). Any such submissions made via the Website will be considered User Content and licensed to the Company accordingly. The Company retains its rights to contest any intellectual property claims relating to such submissions.

Payments and Fees

Fees

Upon notice to you, the Company may increase any fees specified in connection with its Services. Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with purchases and transactions under this Agreement.

Payment Processing

Users of the Website and/or Services will be required to provide their credit card or bank account details to the Company or its designated third-party payment processor(s) ("Third-Party Payment Processors"), including Stripe, Inc., to process payments. The Company collects, analyzes, and relays information to allow the Third-Party Payment Processors to process these payments.

You authorize us to process payments for the Services, using the payment information you have supplied. Specifically, you will be required to provide your credit card or bank account details to the Company and/or the Third-Party Payment Processors, and/or register with the Third-Party Payment Processors to process payments for the Services. You agree to provide the Company and/or the Third-Party Payment Processors with accurate and complete information about you and/or your business; and you authorize the Company to share it and any transaction information related to your use of the Services and/or Website with the Third-Party Payment Processors for the purpose of processing payments, including but not limited to the service fees owed to the Company for the use of the Service.

The Company reserves the right, in its sole discretion (but not the obligation), to: (i) place on hold any payment and out-of-pocket expenses; and/or (ii) refund, provide credits, or arrange for the Third-Party Payment Processors to do so, as necessary.

If you believe a payment has been processed in error, you must provide written notice to the Company within thirty (30) days after the date of payment specifying the nature of the error and the amount in dispute. If notice is not received by the Company within such a thirty (30) day period, the payment will be deemed final and valid.

The Company is not liable for any losses relating to chargebacks, fraudulent charges, or other actions by any User that are deceptive, fraudulent, or otherwise invalid. By using the Services, you hereby release the Company from any liability arising from fraudulent actions. You will also use best efforts to promptly notify the Company of any fraudulent actions which may affect the Services. The Company reserves the right, in its sole discretion, to terminate the account of any User that engages in, or enables any other User to engage in, fraudulent actions.

While the Company takes what it believes to be reasonable efforts to ensure secure transmission of your information to the Third-Party Payment Processors that assess and process payments, the Company is not responsible for any fees or charges assessed by third-party service providers or any errors in the processing of payments by third-party service providers, including any errors that result from third-party negligence, improper transmission of payment information, your mistaken submission of payment information, or your submission of erroneous payment information. Your sole recourse is with the Third-Party Payment Processors which processed the payments.

Software as a Service (SaaS) Terms

The Services provided by the Company are delivered on a Software as a Service (SaaS) basis. This means that users access the Services remotely via the internet without the need for local installations.

The Company retains ownership of the software, including all updates, modifications, and improvements. Users are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Services strictly in accordance with these Terms of Service. The Company may update or modify the Services at any time to improve functionality, security, or compliance with legal requirements. Users acknowledge that availability of the Services may be subject to periodic maintenance, technical issues, or factors beyond the Company's control.

The Company provides IT support for the Services, which includes troubleshooting, maintenance, and technical assistance. Support is available through designated communication channels, and response times may vary depending on the nature of the issue. The Company does not guarantee uninterrupted access or resolution of all technical problems but will make reasonable efforts to provide necessary support. Users are responsible for ensuring their own devices and internet connection meet the technical requirements for accessing the Services.

Obligations and Prohibited Uses

You agree to:

- Use the Services only for lawful purposes and in compliance with these Terms.
- Provide accurate and updated information when required.
- Maintain the security of your account credentials.

You may not:

- Engage in any fraudulent, misleading, or illegal activities.
- Interfere with or disrupt the operation of the Services.
- Attempt to gain unauthorized access to other users' accounts or Company systems.
- Use the Services to distribute harmful software, including viruses and malware.
- Reverse-engineer, decompile, or attempt to extract the source code of any part of the Services.

Termination

The Company may terminate or suspend your access to the Services at any time if you:

- Violate these Terms or any applicable laws.
- Engage in fraudulent or deceptive conduct.
- Fail to make timely payments for the Services.
- Use the Services in a manner that could harm the Company or others.

Upon termination, you will lose access to the Services, and any outstanding fees will become immediately due. The Company is not responsible for data loss resulting from termination.

Disclaimer/No Warranties

To the maximum extent permitted by applicable law, the Company makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise. The Company disclaims all implied warranties, including but not limited to warranties of title, non-infringement, merchantability, or fitness for a particular purpose regarding the Services and this Website.

The Company does not guarantee that your use of the Services will be secure, error-free, uninterrupted, or fully up to date. The Services, including any third-party materials, are provided on an “as-is” and “as-available” basis, solely for your use in accordance with this Agreement.

All disclaimers apply equally to the Company and its affiliates, including their shareholders, directors, officers, employees, agents, contractors, licensors, and service providers (collectively, the “Company Parties”).

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Spain, without regard to conflict-of-law principles. Any disputes shall be resolved exclusively in the courts of Madrid, Spain, and both parties consent to such jurisdiction.

Acknowledgment

By using the Services, you must have previously read, understood, and agreed to these Terms of Service and the Privacy Policy.