**Terms of Service**

**Zenny AB**

1. **ACCEPTANCE OF TERMS**

1.1 By accessing and using our service (the “Service”), you agree to be bound by these Terms of Service (“Terms”) and other applicable terms mentioned in this document. These Terms apply to all users of the Service.

1. **DESCRIPTION OF SERVICE**

2.1 We provide a real-time dashboard solution for web shop owners, which collects and processes data from various sources, including Web shop APIs, accounting APIs, and bank account APIs. The Service does not modify any data in the systems from which it extracts data via APIs.

* 1. Our Service is designed to assist web shop owners in obtaining a comprehensive view of their financial status, inventory, and sales situation. While the Service may provide suggestions or insights based on the data it processes, these should not be interpreted as business advice. Rather, these suggestions are intended as possible starting points for your own business decision-making process.
	2. In addition to the standard service, web shop owners may apply for an advance payment to support their business operations, such as managing cash flow, purchasing inventory, or funding marketing activities. The terms and conditions applicable to such advance payments are governed by a separate Financing Agreement, which must be reviewed and signed by both parties prior to the disbursement of funds.
1. **ADVANCE PAYMENT APPLICATION TERMS**
	1. Submitting an application for an advance payment does not obligate us to provide the advance, and no binding agreement will arise until a final advance payment agreement (the “Financing Agreement”) has been executed by both parties.
	2. We reserve the right to request additional information or documentation at any stage of the application process. This may include information required to fulfil our legal and regulatory obligations, such as those related to anti-money laundering (AML) requirements.
	3. The web shop owner is obligated to connect its primary business bank account via a licensed open banking provider authorised by us and grant continuous read-only access to transactional and balance data for credit assessment. By submitting an application, the web shop owner consents to our conducting credit and risk assessments, which may involve collecting credit information and other relevant data from external service providers as well as financial data collected from the Web shop APIs, accounting APIs and bank account APIs. The information provided in the application may be shared with third parties involved in the credit evaluation process.
	4. We reserve the right to reject or cancel an application at any time and for any reason, without the obligation to provide an explanation. The web shop owner may withdraw the application at any time prior to entering into a binding Financing Agreement
2. **REGISTRATION AND ACCOUNT SECURITY**

3.1 To use our Service, you must register for a free account. You agree to keep your password secure and confidential. You are responsible for any activity that occurs on your account and you agree to promptly notify us of any unauthorized use of your account.

1. **PRIVACY**

4.1 Our Data Processing Agreement <https://zenny.ai/data-processing-agreement/> and Privacy Policy <https://zenny.ai/privacy-policy/> describe how we handle the data you provide to us when you use our Service. This includes basic information collected for the purposes of maintaining a customer relationship and facilitating billing.

1. **USER RESPONSIBILITIES AND RIGHTS**

5.1 You are responsible for your use of the Service and for any consequences thereof. This includes any data or content you upload to the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish content you submit.

5.2 You retain ownership rights in the material you upload to the Service or data retrieved from APIs. We claim no ownership rights over your content and only obtain the necessary licenses and permissions to operate the Service.

5.3 As part of our Service, you may choose which APIs to use, with the requirement that at least one Webshop API is connected.

1. **CONTENT AND INTELLECTUAL PROPERTY**

6.1 All content, design, graphics, compilation, and other matters related to the Service are protected under applicable copyright, trademark, and other proprietary rights.

1. **TERMINATION**

7.1 We may terminate or suspend your access to the Service at any time, for any reason, including your violation of these Terms, which may result in the forfeiture and destruction of all information associated with your account. If we terminate your access to the Service, you may be prevented from accessing the Service, your account details, or any files or other content which is contained in your account.

1. **OTHER APPLICABLE TERMS**

In addition to these Terms of Service, your use of our services is also subject to our Service Level Agreement (“SLA”), available at <https://zenny.ai/service-level-agreement/>. By agreeing to these Terms of Service, you are also agreeing to the Service Level Agreement.

1. **GOVERNING LAW**

9.1 These Terms shall be governed by and construed in accordance with the laws of Sweden.

1. **MODIFICATIONS**

10.1 We may revise these Terms from time to time, and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you.

1. **DISCLAIMERS AND LIMITATION OF LIABILITY**

11.1 While we strive to provide accurate and timely data through our Service, we do not guarantee the correctness or completeness of the metrics displayed. The data presented through the Service is dependent on the accuracy of the data received from third-party APIs, over which we have no control. As such, we cannot be held responsible for any erroneous data.

11.2 The Service is provided “as is” and without any kind of warranty, either expressed or implied. We disclaim all warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

11.3 Our Service is a tool to assist you in your business operations. It may provide suggestions or insights based on the data it processes. However, these suggestions should not be interpreted as definitive business advice. Any decisions or actions taken based on the data or suggestions presented by the Service are your sole responsibility. Just as with a company stock promotion, we do not guarantee any particular outcome, and we will not be held liable for the consequences of such decisions or actions.

11.4 In no event will we be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from your access to or use of or inability to access or use our Service, or any conduct or content of any third party on the Service.

Your use of the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

By using our Service, you confirm that you accept these Terms and that you agree to comply with them.

YOUR AGREEMENT: By using and/or visiting this website, you signify your agreement to these terms and conditions. If you do not agree to any of these terms, please do not use this Service.