

Amaspace | Terms and Conditions & Privacy Policy

Amaspace Terms and Conditions

Introduction

Welcome to Amaspace (<https://amaspace.co>). By using our platform, you agree to these Terms and Conditions ("Terms"). If you do not agree to these Terms, you may not access or use our services. These Terms apply to all users, customers, or visitors who access or use Amaspace's services, software, website, or mobile applications.

1. Definitions

- **Service:** Refers to Amaspace's suite of tools and services that enable users to create, customize, and integrate 3D models and product configurators into their e-commerce websites.
- **Content:** Refers to all user-generated material created, uploaded, or otherwise contributed to the Amaspace platform, including but not limited to 3D models, configurations, designs, text, images, or any other materials.
- **User/Customer:** Refers to any individual or entity who registers for an account or otherwise uses the Amaspace platform.
- **Subscription:** Refers to the paid plans offered by Amaspace that give users access to certain features or services.
- **Account:** Refers to the individual profile or business profile that users create when signing up for the Service.

2. Eligibility

You must be at least 18 years old to use the Amaspace service. By registering an account, you certify that you are at least 18 years old. The service is not available to anyone previously removed or banned from the platform. Amaspace reserves the right to refuse service to anyone for any reason at any time.

3. User Account Responsibilities

Users are responsible for safeguarding the confidentiality of their account credentials and agree to notify Amaspace immediately of any unauthorized use or security breach. Amaspace will not be liable for any loss or damage resulting from unauthorized access or failure to comply with these security obligations.

4. Intellectual Property

- **Amaspace Rights:** All content and materials on the platform, including but not limited to software, code, graphics, and text, are the intellectual property of Amaspace or its licensors. Users may not use, reproduce, or distribute any part of Amaspace's intellectual property without express written permission.
- **User Rights:** Users retain ownership of the 3D models, customizers, and other content they create using the platform. However, by creating content using the platform, users grant Amaspace a non-exclusive, royalty-free, worldwide, perpetual license to use, display, and distribute such content as necessary to provide the service (e.g., for hosting or integration into e-commerce platforms).

5. Payment and Subscription

- **Billing and Payment:** Amaspace offers various subscription tiers, and users are required to provide accurate and up-to-date payment information. Payments are processed through third-party payment providers, and all fees are billed in advance for the selected billing period (monthly or annually).
- **Refund Policy:** Subscription fees are non-refundable except as required by law or under specific circumstances (e.g., technical issues that prevent access to the service). Users may cancel their subscriptions at any time, but no refunds will be provided for any unused portion of the subscription period.
- **Fee Changes:** Amaspace reserves the right to modify subscription fees with prior notice. Users will be notified via email or a notification on the platform before such changes take effect.

6. User Conduct and Use of the Service

Users agree to use the platform in accordance with all applicable laws and regulations. The following behaviors are strictly prohibited:

- **Hacking or tampering:** Any attempt to hack, reverse engineer, or tamper with Amaspace's platform or services.
- **Illegal Activities:** Engaging in fraudulent, deceptive, or unlawful activities.

- **Disruption:** Interfering with or disrupting the service, servers, or networks connected to the service.
- **Impersonation:** Impersonating another person or misrepresenting your affiliation with a person or entity.

7. Limitation of Liability

Amaspace provides its services "as-is" and makes no guarantees regarding uptime, reliability, or the fitness of the platform for specific purposes. Amaspace is not liable for:

- Loss of data or content created by users on the platform.
- Damages resulting from errors, service interruptions, or downtime.
- Any indirect, incidental, or consequential damages, including lost profits or business, resulting from the use of the service.

8. Indemnification

Users agree to indemnify and hold harmless Amaspace, its affiliates, and employees from any claims, liabilities, damages, or expenses (including legal fees) arising out of their use of the service, violation of these Terms, or infringement of any intellectual property or other rights of third parties.

9. Termination

Amaspace reserves the right to terminate or suspend your account and access to the Service at its sole discretion, without notice, for conduct that it believes violates these Terms or is harmful to other users or the platform. Upon termination, any outstanding payments are immediately due.

10. Changes to Terms

Amaspace reserves the right to update these Terms at any time. Users will be notified of any material changes via email or a platform notification. Continued use of the service after such changes constitutes acceptance of the new Terms.

11. Governing Law

These Terms and any disputes arising under them are governed by the laws of the state of North Carolina, USA, without regard to conflict of law principles.

12. Contact Information

If you have any questions or concerns about these Terms, please contact us at info@amaspace.co.

Amaspace Privacy Policy

Introduction

Amaspace (<https://amaspace.co>) respects your privacy and is committed to protecting your personal information. This Privacy Policy describes how we collect, use, and share your personal data when you use our platform.

1. Information We Collect

a. Personal Information

When you create an account, use our services, or make a purchase, we collect personal data, such as:

- Name
- Email address
- Billing information, including credit card details
- Business information (for companies)

b. Non-Personal Information

We may collect non-personal data to improve our service, such as:

- Device information (e.g., operating system, browser type)
- IP address
- Usage statistics (e.g., interactions with the platform, page views)

c. Cookies

We use cookies and similar tracking technologies to enhance your experience on the platform. Cookies are small data files stored on your device that allow us to remember your preferences and gather analytics.

2. How We Use Your Information

We use the information we collect to:

- **Provide Services:** Manage your account, process payments, and provide the services you request.
- **Improve the Platform:** Analyze usage patterns to improve the features, functionality, and reliability of Amaspace.
- **Communication:** Send you notifications, updates, and marketing communications related to our services. You can opt out of marketing communications at any time.
- **Security:** Protect against fraud, unauthorized access, or other security issues.

3. Sharing Your Information

Amaspace does not sell or rent your personal data to third parties. We may share your information with:

- **Service Providers:** Third-party vendors (e.g., payment processors, hosting providers) who assist us in delivering our service.
- **Legal Obligations:** If required by law or in response to a lawful request from law enforcement or regulatory authorities.
- **Business Transfers:** If Amaspace is involved in a merger, acquisition, or sale of assets, your personal data may be transferred as part of that transaction.

4. Data Security

We take security seriously and implement commercially reasonable security measures to protect your data from unauthorized access or disclosure. However, no method of data transmission or storage is 100% secure, and we cannot guarantee absolute security.

5. Data Retention

We retain your personal data for as long as necessary to provide our services or comply with legal obligations. You can request that we delete your data by contacting us at info@amaspace.co, but certain information may be retained as required by law.

6. Your Rights

Depending on your jurisdiction, you may have certain rights regarding your personal data, including:

- The right to access the personal data we hold about you.
- The right to correct or update your personal data.
- The right to request deletion of your personal data.
- The right to restrict or object to how your data is processed.

To exercise any of these rights, please contact us at info@amaspace.co.

7. Cookies and Tracking Technologies

Amaspace uses cookies, web beacons, and similar technologies to track user activity on our platform and to deliver targeted advertisements. You can control the use of cookies by adjusting your browser settings. However, some features of the platform may not function properly if cookies are disabled.

8. Children's Privacy

Amaspace does not knowingly collect personal data from children under the age of 13. If we discover that we have inadvertently collected data from a child under 13, we will take steps to delete that information as soon as possible.

9. Changes to This Policy

We may update this Privacy Policy from time to time. If we make significant changes, we will notify users via email or through a notice on the platform. Continued use of the service after such changes constitutes your acceptance of the updated policy.

10. Contact Information

If you have any questions or concerns about this Privacy Policy, please contact us at info@amaspace.co.