

Website Terms and Conditions of Use

1. Terms

These Terms and conditions apply to Heyzine and the webpage users, it's affiliates and providers.

By accessing this Website, accessible from <https://heyzine.com>, you are agreeing to be bound by these Website Terms and Conditions of Use, the [Privacy Policy](#) and the [Data Processing Agreement \(DPA\)](#), and agree that you are responsible for the agreement with any applicable local laws. If you disagree with any of these terms, you are prohibited from accessing this site. The materials contained on this Website are protected by copyright and trade mark law.

Please, take your time and check our terms often, as we reserve the right to amend these terms and conditions at any time, and it is possible we change them at some point.

2. Definitions

Users: Person using Heyzine webpage and or its software for its own purposes or in the name of any organization.

Materials: Flipbooks.

Content: PDF information you upload to Heyzine software to be converted.

3. Service Description

Heyzine.com offers a PDF to Flipbook converter service, this means, users are allowed to use the webpage, upload PDF content, use the Heyzine software and download a flipbook. These permissions are granted temporarily for personal or commercial viewing only. There are different types of fees depending on the required service. (You can check further information regarding this topic in the ["Fees and payment clause"](#).)

Under this usage permission you may not:

- modify or copy the materials;
- attempt to reverse engineer any software contained on Heyzine's Website;
- remove any copyright or other proprietary notations from the materials.

This will let Heyzine to terminate upon violations of any of these restrictions. Upon termination, your viewing right will also be terminated and you should stop the use or destroy any downloaded materials in your possession whether it is printed or electronic format.

4. Prohibited Conduct

You agree not to commit any act of the following prohibited conduct:

- delete the copyright or other proprietary rights markings on Heyzine or in the Publications;
- make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of Heyzine. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- in any other way use Heyzine in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy or post, upload, or distribute any defamatory, libelous, or inaccurate User Submissions or other content;
- defame, harass, abuse, threaten or defraud user of Heyzine or upload any content to Heyzine that is unlawful or otherwise inappropriate, or collect, or attempt to collect, personal information about users or third parties without their consent;
- hack, remove, circumvent, disable, damage or otherwise interfere with security-related features of Heyzine or uploaded content/publications, features that prevent or restrict use or copying of any content accessible through Heyzine, or features that enforce limitations on the use of Heyzine or uploaded content/Publications or intentionally interfere with or damage operation of Heyzine or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Heyzine or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- modify, adapt, translate or create derivative works based upon Heyzine or any uploaded publications except and only to the extent that such activity is expressly permitted by these Terms or applicable law notwithstanding this limitation.

5. Content uploading

By uploading content to Heyzine you hereby grant to:

- Allow Heyzine to host, transfer, display, perform, reproduce, change, and otherwise use your uploaded content in order to provide our services to you.
 - This might happen at the time you download your flipbook, or later, if we deploy new functionalities.
 - We might need to transfer your content to third parties in order to provide our service, you will not be noticed in such a case.
 - These licenses are transferable, royalty-free, non-exclusive, fully paid-up and apply worldwide.
 - Uploaded content will not be shared or made public by Heyzine without the express consent of the content owner.
- You are solely responsible for all of your uploaded content, be it Publications or Other Content and you hereby recognize and confirm that Heyzine is merely providing you the means to collaborate on and make available your content. Accordingly, you shall be solely responsible for all your uploaded content and the consequences of uploading it.
- If you wish to revoke your license to Heyzine with future effect all you need to do is to take down your uploaded content.

By uploading your content (Publications or Other Content), you confirm, represent, and warrant that:

- you are the sole creator and owner of all uploaded content; or
- you have obtained the necessary licenses, rights, consents, and permissions to use and to authorize Heyzine and Heyzine's Users to use and transfer your uploaded content as agreed in these Terms.
- Heyzine may request you to confirm and document that you hold the aforementioned rights for each upload you, in your capacity as Publisher undertake, in order to comply with EU copyright regulation.
- If we receive notice that your uploaded content (or some of it) infringes third-party rights, we will take down your uploaded content, if the notice in our opinion is sufficiently substantiated. If we take your uploaded content down, we will inform you of the take down and grant you the opportunity to prove that you own the content. If we are satisfied with that, we may allow you to upload the content again, but we are not obliged to do so. Any subsequent upload of the content that we have taken down without our permission will be considered a material breach of these Terms.
- We may, without notice, introduce technologies that are aimed at detecting copyright infringements in connection with uploads if content and other measures to ensure that content is only uploaded in accordance with the requirements. In such a case, the software will notice our team, who will eventually decide to take it down or not.
- If you think that your copyright has been infringed by, or you have a complaint in respect of the Publications or Other Content, please report to support@heyzine.com

You further confirm, represent, and warrant that:

- your uploaded content does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; and
- your uploaded content does not contain any viruses, adware, spyware, worms, or other malicious code or any content or file that provides a method to access to potentially infringing content outside of Heyzine.
- Violators of third-party rights may be subject to criminal and civil liability and to Heyzine undertaking a takedown of your uploaded content without notice to you
- Heyzine reserves the right, and has absolute discretion, to takedown or disable any uploaded content at any time and for any reason without notice. If possible Heyzine will give notice to you before we takedown your uploaded content, but we are not obliged to do so.

6. Fees and Payment

All fees are quoted in USD unless otherwise indicated.

Some of the functionality or access to some of the Publications or Other Content may have fees associated with them, making them a Paid Service. You will have the opportunity to review and accept the fees that you will be charged before using a Paid Service.

We will also charge you a proportional subscription fee if you subscribe during a subscription period.

Contracted subscriptions are for an unlimited period, and will continue unless and until you cancel your subscription, or we terminate it. You must cancel your subscription before it renews in order to avoid billing for the next periods (month, quarter or year) subscription fee.

Heyzine offers four different plans:

- **Basic plan:** Includes 5 free flipbooks, unlimited pages ad-free, no watermarks, customizable content, API access, a user account and 1GB of space for flip books and resources. This plan is free, however we reserve the right to change the price of the service in the future. If it turns out to be a paid service you will be given email notice.

- **Standard plan:** Includes unlimited pages, flipbooks and updates. Gives access to 3 user accounts. All content is ad-free and has no watermarks, highly customizable, access to the API and 10 GB of space for flipbooks and resources. You can use your own logos instead of Heyzine's and you can download offline flipbooks. Grants basic support. It is priced at 49 United States dollars a year.
- **Professional plan:** Includes priority support and integration with Google Analytics, custom flipbook URL and subdomain. Restriction of the domains allowed to embed the publications. Unlimited pages, flipbooks and updates. Gives access to 10 user accounts. All content is ad-free and has no watermarks, highly customizable, access to the API and 20 GB of space for flipbooks and resources. You can use your own logos instead of Heyzine's and you can download offline flip books. Grants access to reader statistics. Allows to create and collect leads with a lead generation form. This plan is priced at 99 United States dollars a year.
- **Premium plan:** Includes priority support and integration with Google Analytics, custom flipbook URL and subdomain. Restriction of the domains allowed to embed the publications. Unlimited pages, flipbooks, and updates. Gives access to 20 user accounts. All content is ad-free and has no watermarks, highly customizable, access to the API, and 40 GB of space for flipbooks and resources. You can use your own logos instead of Heyzine's, and you can download offline flip books. Grants access to reader statistics. Allows to create and collect leads with a lead generation form. Allows access to flipbooks with an external domain using a DNS CNAME record. Allows sharing digital bookshelves to group flipbooks. Includes advanced password protection by sending one-time access links via email. This plan is priced at 203 United States dollars a year.

Under all plans, you accept that content may be taken down or otherwise restriction without notice.

7. Terms of payment

All fees are paid in advance and are drawn from your selected payment method upon your acceptance of the Paid Service.

Once you contract the plan you chose, you will have a minimum mandatory stay of one year on plans billed yearly, or one month for plans billed monthly. This means you cannot cancel your access as delivery has commenced.

You agree that all sales of Virtual Goods by Heyzine are final. No refunds will be given, except in the Heyzine's sole and absolute discretion. All Virtual Goods can be forfeited if your account is terminated or suspended for any reason, in the Heyzine's sole and absolute discretion, or if Heyzine discontinues providing the Service.

8. Refund policy

Heyzine has a free version of the application which can be used to test the functionality and assess the value of our product, before the acquisition of a premium license. This is why Heyzine does not generally offer refunds, except for rare occasions and in the company's sole and absolute discretion. Once a refund is issued, you can't have access to any of the premium options. To request a refund contact our customer support team. We will consider and review your refund request within seven days of the date of submission.

9. Bugs and issues

The Services licensed under Heyzine are tested over and over by our QA team; however it may not function correctly, it may have functional, conceptual and/or documentation bugs and issues. In this case, Heyzine will try to fix the bugs, issues and errors found and will supply the buyer with working updates. The free version of the Service is designed especially to let prospective buyers test the software before they make a purchase, this is why a bug found in Heyzine will not lead to a refund.

10. Disclaimer

All the materials on Heyzine's Website are provided "as is". Heyzine makes no warranties, may it be expressed or implied, therefore negates all other warranties. Furthermore, Heyzine does not make any representations concerning the accuracy or reliability of the use of the materials on its Website or otherwise relating to such materials or any sites linked to this Website.

11. Limitations

Heyzine or its suppliers will not be held accountable for any damages that will arise with the use or inability to use the materials on Heyzine's Website, even if Heyzine or an authorized representative of this Website has been notified, orally or written, of the possibility of such damage. Some jurisdiction does not allow limitations on implied warranties or limitations of liability for incidental damages, these limitations may not apply to you.

12. Revisions and Errata

The materials appearing on Heyzine's Website may include technical, typographical, or photographic errors. Heyzine will not promise that any of the materials in this Website are accurate, complete, or current. Heyzine may change the materials contained on its Website at any time without notice. Heyzine does not make any commitment to update the materials.

13. Links

Heyzine has not reviewed all of the sites linked to its Website and is not responsible for the contents of any such linked site. The presence of any link does not imply endorsement by Heyzine of the site. The use of any linked website is at the user's own risk.

14. Your Privacy

Heyzine processes personal data in two contexts:

- Personal data of users whose processing is necessary to provide the service.
- Personal data included in the contents uploaded by the user. In this case, Heyzine acts as "processor" which is regulated in our [Data Processing Agreement \(DPA\)](#) which is part of these Terms and Conditions.

Details about the processing of personal data by Heyzine are described on the [Privacy Policy](#).

15. Governing Law

Any claim related to Heyzine's Website shall be governed by the laws of Spain without regards to its conflict of law provisions.

16. Contact and headquarters

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