

# Terms and Conditions of [Https://www.cubish.com](https://www.cubish.com)

Welcome to the Terms & Conditions page of [Https://www.cubish.com](https://www.cubish.com). This document will help you understand how you can use our services and what you can expect from us.

Latest update: 10 June 2025

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## Introduction

These Terms govern

- the use of this Application, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalised words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Although the entire contractual relationship relating to these Products is entered into solely by the Owner and Users, Users acknowledge and agree that, where this Application has been provided to them via the Apple App Store, Apple may enforce these Terms as a third-party beneficiary.

This Application is provided by:

Cubish S.r.l. – Startup Innovativa iscritta al Registro delle Imprese

P. IVA 10724711212 – REA NA-1127357 – Codice SDI N92GLON

Capitale sociale interamente versato € 10.000,00 i.v. – Sede legale: Via S. Maria a Cappella Vecchia n. 6, Napoli (NA)

PEC: [cubish@pec.it](mailto:cubish@pec.it) – E-mail: [info@cubish.com](mailto:info@cubish.com)

Marchio e brevetto regolarmente depositati.

[\[Privacy Policy\]](#) – [\[Cookie Policy\]](#) – [\[Termini e Condizioni\]](#)

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**Owner contact email:** [Info@cubish.com](mailto:Info@cubish.com)

## What the User should know at a glance

- Minors may access this Application and use its Service only under parental or adult supervision.
- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
- The right of withdrawal on this Application applies to all Consumers, regardless of their habitual residence.
- Usage of this Application and the Service is age-restricted, as detailed in the relevant section of this document.
- This Application uses automatic renewal for Product subscriptions. Information about the a) renewal period, b) termination details and c) termination notice can be found in the relevant section of these Terms.
- Important: Consumers based in Germany have different rules applying to them as described in the relevant section of these Terms.

# TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Application.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Application, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users must be older than 14;
- Minors may only use this Application under parental or adult supervision;
- Users aren't located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist-supporting" country;
- Users aren't listed on any U.S. government list of prohibited or restricted parties;

## Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner.

Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by this Application.

By registering, Users agree to be fully responsible for all activities that occur under their username and password. Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

## Conditions for account registration

Registration of User accounts on this Application is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

## Account termination

Users can terminate their account and stop using the Service subject to the conditions and according to the procedures outlined in the relevant section of this Application.

## Account suspension and deletion

The Owner reserves the right to suspend or terminate the User's account at any time and without notice, at the Owner's sole discretion, in these cases:

- User has violated these Terms; and/or
- User's access or use of this Application may cause injury to the Owner, other Users or third parties; and/or
- the use of this Application by the User may cause violation of law or regulations; and/or
- in case of an investigation by legal action or governmental involvement; and/or
- the account or its use is deemed to be, at the Owner's sole discretion inappropriate or offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement. The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

## **Content on this Application**

Unless where otherwise specified or clearly recognisable, all content available on this Application is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Application infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### **Rights regarding content on this Application - All rights reserved**

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicence, edit, transfer/assign to third parties or create derivative works from the content available on this Application, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Application, the User may download, copy and/or share some content available through this Application for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

## **Content provided by Users**

The Owner allows Users to upload, share or provide their own content to this Application.

By providing content to this Application, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Further insights regarding acceptable content can be found inside the respective section on this Application which details the acceptable uses.

### **Rights regarding content provided by Users**

Users acknowledge and accept that by providing their own content on this Application they grant the Owner a non-exclusive, fully paid-up and royalty-free licence to process such content solely for the operation and maintenance of this Application as contractually required.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to this Application.

Users acknowledge, accept and confirm that all content they provide through this Application is provided subject to the same general conditions set forth for content on this Application.

Users are solely liable for any content they upload, post, share, or provide through this Application.

Users acknowledge and accept that the Owner filters or moderates such content after it has been made available.

Therefore, the Owner reserves the right to refuse, remove, delete, or block such content at its own discretion and to deny access to this Application to the uploading User without prior notice, if it considers such content to infringe these Terms, any applicable legal provision or third-party right, or to otherwise represent a risk for Users, third parties, the Owner and/or the availability of the Service.

The removal, deletion or blocking of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through this Application.

## **Access to external resources**

Through this Application Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

In particular, on this Application Users may see advertisements provided by third parties. The Owner does not control or moderate the advertisements displayed via this Application. If Users click on any such advertisement, they will be interacting with any third party responsible for that advertisement.

The Owner is not responsible for any matters resulting from such interaction with third parties, such as anything resulting from visiting third-party websites or using third-party content.

## Acceptable use

This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Application and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Application or the Service, terminating contracts, reporting any misconduct performed through this Application or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

## Prohibition of child sexual abuse and exploitation

Creating, uploading, or distributing content that facilitates the exploitation or abuse of children is expressly prohibited. Such activities include all child sexual abuse materials, etc.

## Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to this Application are held by the Owner and/or its licensors.

Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of this Application and the Service offered.

This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.

All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

Without prejudice to the above, under this licence Users may download, install, use and run the software on the permitted number of devices, provided that such devices are common and up-to-date in terms of technology and market standards.

The Owner reserves the right to release updates, fixes and further developments of this Application and/or its related software. Users may need to download and install such updates to continue using this Application and/or its related software.

However, in order to get access to completely new versions or releases of the software Users may need to purchase a separate licence.

The User may download, instal, use and run the software on one device.

Notwithstanding the foregoing, the User undertakes to immediately delete any copies of the software upon the expiry of the licence under which such software is provided to the User.

The software licenced to Users shall be valid and functional for the entire duration of the subscription, subject to the conditions of the Agreement including, without limitation, any possible required updates. It is understood that the possible occurrence of errors and occasional technical faults is inherent to the nature of software. To the extent required under applicable law and/or the Agreement, the Owner commits to correcting and resolving possible defects and/or faults impairing the software's functionality during the validity period, unless these result from any improper or irregular use of the software, including (without limitation) the User's failure to implement any required updates.

## API usage terms

Users may access their data relating to this Application via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses this Application, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

# TERMS AND CONDITIONS OF SALE

## Paid Products

Some of the Products provided on this Application, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of this Application.

To purchase Products, the User must register or log into this Application.

## Product description

Prices, descriptions or availability of Products are outlined in the respective sections of this Application and are subject to change without notice.

While Products on this Application are presented with the greatest accuracy technically possible, representation on this Application through any means (including, as the case may be, graphic material, images, colours, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

## Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

## Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

## Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on this Application are displayed:

- including all applicable fees, taxes and costs.

## Methods of payment

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of this Application.

All payments are independently processed through third-party services. Therefore, this Application does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of this Application to learn more about the data processing and Users' rights regarding their data.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

## **Authorization for future PayPal payment**

If Users authorise the PayPal feature which allows future purchases, this Application will store an identification code linked to the Users' PayPal account. This will authorise this Application to automatically process payments for future purchases or recurring instalments of past purchases.

This authorisation can be revoked at any time, either by contacting the Owner or by changing the user settings offered by PayPal.

## **Purchase via app store**

This Application or specific Products available for sale on this Application must be purchased via a third-party app store. To access such purchases, Users must follow the instructions provided on the relevant online store (such as "Apple App Store" or "Google Play"), which may vary depending on the particular device in use.

Unless otherwise specified, purchases done via third-party online stores are also subject to such third-parties' terms and conditions, which, in case of any inconsistency or conflict, shall always prevail upon these Terms.

Users purchasing through such third-party online stores must therefore read such terms and conditions of sale carefully and accept them.

## **Retention of Product ownership**

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

## **Retention of usage rights**

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

## **Contractual right of cancellation**

The Owner grants Users a contractual right to cancel the purchase under the terms and conditions described in the relevant section of this Application within 15 days of concluding the contract.

## **Delivery**

### **Delivery of digital content**

Unless otherwise stated, digital content purchased on this Application is delivered via download on the device(s) chosen by Users.

Users acknowledge and accept that in order to download and/or use the Product, the intended device(s) and its respective software (including operating systems) must be legal, commonly used, up-to-date, and consistent with current market-standards.

Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.

## **Contract duration**

### **Subscriptions**

Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

### **Open-ended subscriptions**

Paid subscriptions begin on the day the payment is received by the Owner.

In order to maintain subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so may cause service interruptions.

### **Fixed-term subscriptions**

Paid fixed-term subscriptions start on the day the payment is received by the Owner and last for the subscription period chosen by the User or otherwise specified during the purchasing process.

Once the subscription period expires, the Product shall no longer be accessible.

## **Subscriptions handled via Apple Account**

Users may subscribe to a Product using the Apple Account associated with their Apple App Store account by using the relevant process on this Application. When doing so, Users acknowledge and accept that

- any payment due shall be charged to their Apple Account;
- subscriptions are automatically renewed for the same duration unless the User cancels at least 24 hours before the current period expires;
- any and all fees or payments due for renewal will be charged within 24-hours before the end of the current period;
- subscriptions can be managed or cancelled in the Users' Apple App Store account settings.

The above shall prevail upon any conflicting or diverging provision of these Terms.

### **Automatic renewal of fixed-term subscriptions**

**Subscriptions are automatically renewed through the payment method that the User chose during purchase.**

**The renewed subscription will last for a period equal to the original term.**

The User shall receive a reminder of the upcoming renewal with reasonable advance, outlining the procedure to be followed in order to cancel the automatic renewal.

### **Termination**

**Recurring subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside this Application.**

**If the notice of termination is received by the Owner no later than 15 days before the subscription renews, termination shall take effect as soon as the current period is completed.**

### **Exception for Consumers based in Germany**

However, regardless of the above, if the User is based in Germany and qualifies as a Consumer, the following applies:

**At the end of the initial term, subscriptions are automatically extended for an unlimited period, unless the User terminates no later than 15 days before the end of such term.**

**The fee due upon extension will be charged on the payment method that the User chose during purchase.**

**After extension, the subscription will last for an indefinite period and may be terminated monthly.**

The User shall receive a reminder of the upcoming unlimited extension with reasonable advance, outlining the procedure to be followed in order to prevent the extension or terminate the subscription thereafter.

### **Termination**

**Extended subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside this Application.**

**If the notice of termination is received by the Owner by the end of the current month, the subscription shall expire at the end of such month.**

### **Termination of open-ended subscriptions**

**Open-ended subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside this Application.**

**Terminations shall take effect 15 days after the notice of termination has been received by the Owner.**

## **Terms and conditions applying to extra features**

Users that have an active subscription may purchase single extra add-ons or features, described in the relevant section of this Application.

Unless otherwise specified, such extras are subject to the same terms applicable to the main Product, including all provisions of this document.

## **Provision of personal data**

To access or receive some of the Products provided via this Application as part of the Service, Users may be required to provide their personal data as indicated on this Application.

## **User rights**

### **Right of withdrawal**

**Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.**

#### **Who the right of withdrawal applies to**

The right of withdrawal is a right designed for European Consumers in the case of distance contracts (because the User is not able to see or try the Products before closing the contract). Withdrawal from the contract terminates the obligation of the contracting parties to perform the contract.

**On this Application the right of withdrawal applies to all Consumers, regardless of where they are based, without prejudice to any more specific rights available to Users based on applicable law and/or this document.**

Unless any exception mentioned below applies, if any, Users who are Consumers have a right to withdraw from the contract within the specified period applicable to their case, for any reason and without justification.

Users that do not fit this qualification, cannot benefit from the rights described in this section. The Consumer shall only be liable to the Seller for any diminution in the value of the goods resulting from handling the goods in a manner other than that necessary to acquaint him with the nature, characteristics and functionality of the goods.

#### **Exercising the right of withdrawal**

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

When does the withdrawal period expire?

- **Regarding the purchase of a service**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.
- **In case of purchase of a digital content not supplied in a tangible medium**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.

#### **Effects of withdrawal**

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

#### **...on the purchase of services**

Where a User exercises the right of withdrawal after having requested that the service be performed before the withdrawal period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

## **UK User rights**

### **Right to cancel**

Unless exceptions apply, Users who are Consumers in the United Kingdom have a legal right of cancellation under UK law and may be eligible to withdraw from contracts made online (distance contracts) within the period specified below (generally 14 days), for any reason and without justification.

Users that do not qualify as Consumers, cannot benefit from the rights described in this section. Users can learn more about the cancellation conditions within this section.

#### **Exercising the right to cancel**

To exercise their right to cancel, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the cancellation period expires.

When does the cancellation period expire?

- **Regarding the purchase of a service**, the cancellation period expires 14 days after the day that the contract is entered into, unless the User has waived the right to cancel.
- **In case of purchase of a digital content not supplied in a tangible medium**, the cancellation period expires 14 days after the day that the contract is entered into, unless the User has waived the right to cancel.

#### **Effects of cancellation**

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

#### **...on the purchase of services**

Where a User exercises the right to cancel after having requested that the service be performed before the cancellation period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

## **Brazilian User rights**

### **Right of regret**

Unless an applicable exception is stated below, Users who are Consumers in Brazil have a legal right of regret under Brazilian law. This means that the Consumer has the right to withdraw from contracts made online (distance contracts or any contract signed away from business premises) within seven (7) days of the date the contract was entered into or the receipt of the product or service, for any reason and without justification. Users that do not qualify as Consumers, cannot benefit from the rights described in this section. The right of regret may be exercised by the Consumer via contact channels listed at the beginning of this document and in accordance with the guidelines in this section.

#### **Exercising the right of regret**

To exercise their right of regret, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the regret notice before the regret period expires. When does the regret period expire?

- **Regarding the purchase of a service**, the regret period expires seven (7) days after the day that the contract is entered into and only if the service has not yet been provided.
- **In the event of the purchase of digital content**, the regret period expires seven (7) days after the day that the contract is entered into and only if the digital content has not yet been provided and integrated into the Consumer's device.

#### **Effects of regret**

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract or the actual return of the product, whichever occurs later. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

#### **...on the purchase of services**

Where a User exercises the right of regret after having requested that the service be performed before the regret period expires, the User shall pay to the Owner an amount which is in proportion to the part of the service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws.

## **Guarantees**

### **Legal guarantee of conformity for Digital Products under EU law**

Under EU law, for a minimum period of 2 years from delivery or, in case of Digital Products supplied continuously for more than 2 years for the entire supply period, traders guarantee conformity of the Digital Products they provide to Consumers.

Where Users qualify as European Consumers, the legal guarantee of conformity applies to the Digital Products available on this Application in accordance with the laws of the country of their habitual residence.

National laws of such country may grant Users broader rights.

### **Forfeiture of conformity claims with regard to Digital Products**

Where the Owner provides one or more updates to the Digital Product purchased, the User is required to install and/or implement all such updates according to the instructions provided by the Owner whenever informed to do so. Failure to install or apply any such updates may result in forfeiture of conformity claims with respect to the Digital Product.

## **Conformity to contract for Consumers in the United Kingdom**

Users in the United Kingdom qualifying as Consumers have a right to receive goods that are in conformity with the contract.

### **Legal guarantee of conformity for goods for Consumers in Brazil**

The legal guarantee applicable to goods sold by this Application (both physical and digital) complies with the following terms, according to the Consumer Protection Code:

- non-durable goods shall have a thirty-day (30 day) guarantee; and
- durable goods shall have a ninety-day (90 day) guarantee.

The warranty period starts from the date of goods delivery.

The warranty is not applicable in cases of misuse, natural events or if it has been subjected to any maintenance other than that provided by this Application.

The warranty may be claimed through the contact channels provided by this Application. The Owner shall bear the costs of shipping the goods for technical assessment, if necessary.

The Owner, at its own discretion, may also offer a contractual warranty in addition to the legal warranty. The regulations applicable to contractual warranties can be found in the specifications provided by this Application. If no such information is provided, only the statutory provisions shall apply.

## **Liability and indemnification**

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

### **Indemnification**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

The above also applies to any claims exercised by third parties (including but not limited to the Owner's clients or customers) against the Owner related to Digital Products provided by the User such as, for instance, conformity claims.

### **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as this Application has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

## **Australian Users**

### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

## **US Users**

### **Disclaimer of Warranties**

**This Application is provided strictly on an “as is” and “as available” basis. Use of the Service is at Users’ own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.**

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

#### Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorised access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

#### Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;

- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

## Common provisions

### No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

### Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw personal data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

### Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

### Privacy policy

To learn more about the use of their personal data, Users may refer to the privacy policy of this Application.

### Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

### Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

**The continued use of the Service will signify the User's acceptance of the revised Terms.** If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

### Exception for Consumers in France

Regardless of the above, any change of these Terms shall be communicated in writing no later than one month prior to becoming effective. Should Consumers in France not accept the modified Terms, they shall have the right to terminate the Agreement without any penalty nor right to claim compensation up to four months following the day on which the modified Terms have become effective.

## **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

## **Contacts**

All communications relating to the use of this Application must be sent using the contact information stated in this document.

## **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **US Users**

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## **Governing law**

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

## **Prevalence of national law**

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

## **Exception for Consumers in Switzerland**

If the User qualifies as a Consumer in Switzerland, Swiss law will apply.

## **Exception for Consumers in Brazil**

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialised in Brazil, Brazilian law will apply.

## **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of:

Napoli

## **Exception for Consumers in Europe**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

### **Exception for Consumers in Brazil**

The above does not apply to Users in Brazil that qualify as Consumers.

### **Exception for Consumers**

The above does not apply to Users qualifying as Consumers.

### **US Users**

**Each party specifically waives any right to trial by jury in any court in connection with any action or litigation. Any claims under these terms shall proceed individually and no party shall join in a class action or other proceeding with or on behalf of others.**

### **UK Consumers**

Consumers based in England and Wales may bring legal proceedings in connection with these Terms in the English and Welsh courts. Consumers based in Scotland may bring legal proceedings in connection with these Terms in either the Scottish or the English courts. Consumers based in Northern Ireland may bring legal proceedings in connection with these Terms in either the Northern Irish or the English courts.

### **US Users**

#### **Surviving provisions**

This Agreement shall continue in effect until it is terminated by either this Application or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licences under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

## **Accessibility**

The Owner is committed to making the content accessible to Users with disabilities. If Users have a disability and are unable to access any portion of this Application due to their disability, they should give a notice including a detailed description of the issue encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques, the Owner commits to promptly address it.

## **Dispute resolution**

### **Amicable dispute resolution**

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of this Application or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 30 days of receiving it.

### **Online dispute resolution for Consumers**

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving disputes related to and stemming from online sale and service contracts.

As a result, any European Consumer or Consumer based in Norway, Iceland, or Liechtenstein can use such platform for resolving disputes stemming from contracts which have been entered into online. The platform is [available at the following link](#).

Please note that as of 20 March 2025, no new complaints can be submitted on the platform, but it is possible to use it until 19 July 2025 for the complaints submitted by 20 March 2025. The platform will be discontinued as of 20 July 2025 following the adoption of [EU Regulation 2024/3228](#).

## **France: Mediation**

Within one year of submitting a written complaint to the Owner regarding any dispute stemming from these Terms, Consumers have the right to initiate a mediation procedure before

- the following mediation body (or bodies): Organismo conciliazione del consiglio ordine degli avvocati di Napoli.

## **Definitions and legal references**

### **This Application (or this Application)**

The property that enables the provision of the Service.

### **Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

### **Brazilian (or Brazil)**

Applies where a User, regardless of nationality, is in Brazil.

### **Business User**

Any User that does not qualify as a Consumer.

### **Digital Product**

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of this Application.

### **European (or Europe)**

Applies where a User, regardless of nationality, is in the EU.

### **Example withdrawal form**

*Addressed to:*

*Cubish S.r.l. – Startup Innovativa iscritta al Registro delle Imprese P. IVA 10724711212 – REA NA-1127357 – Codice SDI N92GLON Capitale sociale interamente versato € 10.000,00 i.v. – Sede legale: Via S. Maria a Cappella Vecchia n. 6, Napoli (NA) PEC: cubish@pec.it – E-mail: info@cubish.com Marchio e brevetto regolarmente depositati. [Privacy Policy] – [Cookie Policy] – [Termini e Condizioni] © 2025 Cubish S.r.l. – Tutti i diritti riservati.  
Info@cubish.com*

*I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:*

*\_\_\_\_\_ (insert a description of the goods/services that are subject to the respective withdrawal)*

- *Ordered on: \_\_\_\_\_ (insert the date)*
- *Received on: \_\_\_\_\_ (insert the date)*
- *Name of consumer(s): \_\_\_\_\_*
- *Address of consumer(s): \_\_\_\_\_*
- *Date: \_\_\_\_\_*

*(sign if this form is notified on paper)*

## **Owner (or We)**

Indicates the natural person(s) or legal entity that provides this Application and/or the Service to Users.

## **Product**

A good or service available through this Application, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

## **Service**

The service provided by this Application as described in these Terms and on this Application.

## **Terms**

All provisions applicable to the use of this Application and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

## **United Kingdom (or UK)**

Applies where a User, regardless of nationality, is in the United Kingdom.

## **User**

Any user of the Service, whether a human being or legal entity.

## **User (or You)**

Indicates any natural person or legal entity using this Application.

## **Consumer**

Consumer is any User qualifying as such under applicable law.

## **How can we help?**

[What you can do](#)

[In case of issues](#)

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### **What you can do**

#### **Your data**

- [Ask us to know and access the information we hold on you](#)
- [Ask us to correct information we hold on you](#)
- [Ask us to be forgotten \(delete the information we hold on you\)](#)
- [Ask to port your data to another service](#)

[Close](#)

### **In case of issues**

While we strive to create a positive user experience, we understand that issues may occasionally arise between us and our users. If this is the case, please feel free to contact us.

[Contact us](#)

## **Footer**

[Https://www.cubish.com](https://www.cubish.com)

Cubish S.r.l. – Startup Innovativa iscritta al Registro delle Imprese

P. IVA 10724711212 – REA NA-1127357 – Codice SDI N92GLON

Capitale sociale interamente versato € 10.000,00 i.v. – Sede legale: Via S. Maria a Cappella Vecchia n. 6, Napoli (NA)

PEC: cubish@pec.it – E-mail: info@cubish.com

Marchio e brevetto regolarmente depositati.

[Privacy Policy] – [Cookie Policy] – [Termini e Condizioni]

© 2025 Cubish S.r.l. – Tutti i diritti riservati.

**Owner contact email:** Info@cubish.com

## Downloadable documents

- [Privacy Policy](#)

Latest update: 15 July 2025

- [Cookie Policy](#)

Latest update: 15 July 2025

- [Terms and Conditions](#)

Latest update: 10 June 2025