box-planner terms of use

Welcome to the www.box-planner.com (box-planner). box-planner enables you to track your daily wods, manage your schedule, memberships, and communications for your business (collectively, the "box-planner service"). box-planner is operated by XF3 GmbH ("we", “our” or “us”).

Please read carefully the following terms and conditions for the use box-planner.

1. Acceptance of Terms:

These Terms and Conditions of Use (these "Terms") set forth legally binding terms for your use of box-planner. By using box-planner, you agree to be bound by these Terms. If you do not accept the terms of these Terms, you should leave box-planner and discontinue use of box-planner service immediately. We may modify these Terms from time to time, and such modification shall be effective upon its posting on box-planner. You agree to be bound by any modification to these Terms when you use box-planner after any such modification is posted, it is therefore important that you review these Terms regularly.

2. General Registration Requirements:

If you wish to become a “Member” for access and use of box-planner service, you must register on box-planner. In consideration of your use of box-planner service, you represent that you are of legal age to form a binding contract or have accepted the Terms stated through a parent or guardian and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

If you are an employee or owner of a company and you are entering accepting these terms to obtain the box-planner service for use by or for the benefit of the company for the companies own business purposes, you hereby agree that you accept these terms on behalf of the company and that you have the authority to bind the company to the terms and conditions set forth herein.

You also agree to: (a) provide true, accurate, current and complete information about yourself and your company (if applicable) as prompted by the registration form available on box-planner (the "Registration Data") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account(s) and refuse any and all current or future use of box-
planner and box-planner service (or any portion thereof). Use of box-planner service and membership on our Website is void where prohibited.

3. Children:

Due to the nature of the internet, we cannot prohibit minors from visiting box-planner. If you are a minor, your acceptance of the terms and conditions stated herein must be through a parent or lawful guardian. We have the right to presume that you as a Member have lawfully represented your capacity to enter into these Terms whether directly or through a parent or guardian.

4. Member Accounts, Passwords and Security. If you register on box-planner or otherwise become a Member, you will be required to choose a password(s) and provide your email address, and you may be asked for additional information regarding your account(s). You are responsible for maintaining the confidentiality of the password(s) and account(s) information, and are fully responsible for all activities that occur under your password(s) or account(s). You agree to (a) immediately notify us (by e-mail to office@box-planner.com) of any unauthorized use of your password(s) or account(s) or any other breach of security. box-planner is not liable for any loss or damage arising from your failure to comply with this Section.

5. User Content:

You acknowledge, consent and agree that box-planner may access, use, preserve and disclose your account(s) information, including, but not limited to, any information, data, text, photographs, graphics, messages or other materials (collectively “Content”) you have posted or made available through our Website (together with your Registration Data "User Content") if required to do so by law or in good faith believe that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of box-planner, its Members and the public; and/or (f) otherwise provide you with access to and use of box-planner service.

By submitting User Content of any kind, you agree that you have the right to submit such User Content and that such User Content does not infringe or violate any privacy or other rights of any party. You further agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, box-planner service or box-planner and that you will be solely responsible for all User Content that you submit to the Site, including the consequences of posting or publishing such User Content. It is strictly prohibited to
upload User Content of any kind that contains expressions of hate, abuse, offensive images or conduct, obscenity, pornography, or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms. Without limiting the foregoing, you acknowledge and agree that all User Content is subject to our Privacy Policy described below.

6. Security Components:

You understand that box-planner and software embodied within our Website may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by box-planner and/or content providers who provide content to box-planner. You may not attempt to override or circumvent any such security components and usage rules embedded into box-planner.

7. Non-Commercial Use:

box-planner service may not be used in connection with any commercial purposes, except as specifically approved in writing by box-planner or as provided on box-planner. box-planner is intended for managing your business information and communicating with your members. Unauthorized framing of or linking to any part of box-planner is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles and User Content without notice and may result in termination of membership privileges.

9. Other Sites:

box-planner may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their websites. box-planner does not assume any responsibility or liability for the actions, product, and content of any such websites. Before you use any third party website, you should review the applicable terms of use and policies for such websites. The inclusion of a link in any of our Websites does not imply box-planner´s endorsement of such third party website. If you decide to access any such linked websites, you do so at your own risk.

10. Payment of Fees:

The fees for box-planner service provided are posted on box-planner and are subject to change without notice. You agree to pay box-planner in advance the applicable fees for box-
planner service provided by box-planner under these Terms. Unless other arrangements are pre-approved by box-planner, we will bill your account for all fees for box-planner service due each month, and you hereby authorize box-planner to charge your account for all such fees. You will provide accurate and complete billing information including legal name, address VAT number. If such information is false or fraudulent, we reserve the right to terminate box-planner service and your access to box-planner in addition to seeking any other legal remedies. Box-planner is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by box-planner. box-planner payments are non-refundable, but in certain circumstances credit may be applied to your future bills. Each charge will be considered valid unless disputed by you in writing within two days after the billing date. All fees will be paid in Euro and are due as set forth on box-planner. All fees are exclusive of taxes, levies, or duties imposed by taxing authorities, and you will be responsible for payment of all such taxes, levies, or duties, excluding only Germany taxes based solely on box-planner’s income. You may cancel your Service at any time.

11. Term and Termination:
These Terms shall remain in full force and effect for so long as it is posted on box-planner. You may terminate your membership for box-planner service at any time, for any reason, by simply not extending your premium account. box-planner cannot provide partial refunds for memberships that are terminated in the middle of the billing period. box-planner reserves the right to terminate your account(s) or your access to box-planner and box-planner service immediately, with or without notice to you, and without liability to you, if box-planner believes that you have breached any of the terms and conditions of these Terms, furnished box-planner with false or misleading information, or interfered with use of box-planner or box-planner service by others. The termination of these Terms or your use of box-planner service will not relieve either party of representations, warranties or obligations that are intended to survive or to be performed after, the termination or expiration of these Terms or box-planner service. Without limiting the generality of the foregoing, Sections 4, 5, 7, 8, 9, and 10 -25, along with your payment obligations, will survive termination of these Terms or termination of your use of box-planner service. Upon termination, your data will no longer be accessible.

12. Disclaimer of Warranties:
You expressly understand and agree that: Your use of box-planner and box-planner service is at your sole risk. box-planner and box-planner service are provided on an “as is” and “as available” basis. box-planner and it’s employees expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement, with respect to box-planner service, box-planner and any third party website with which they are linked.
Box-planner is not responsible for any health problems that may result from training programs, exercises, drills (alone or with a partner), products, or events you learn about on box-planner service, or any action or inaction on your part as a result of information you have obtained from box-planner service. If you engage in any exercise or martial arts program you receive through box-planner service, you agree that you do so voluntarily at your own risk, and agree to release and discharge the box-planner parties from any and all claims or causes of action, known or unknown, arising out of your use of the exercise program.

box-planner makes no warranty (I) that box-planner or box-planner service will meet your requirements; (II) that box-planner or box-planner service will be uninterrupted, timely, secure, error-free or free of any harmful components (including viruses); (III) regarding any results you may obtain from the use of box-planner or box-planner service; and (IV) that the quality of any content, products, services, information or other material purchased or obtained by you through box-planner or box-planner service will meet your expectations. box-planner do not provide any representations or warranties against the possibility of deletion, misdelivery or failure to store communications, personalized settings or other data. Any material downloaded, uploaded or otherwise obtained through the use of box-planner or box-planner service is accessed at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download or upload of any such material.

13. Limitation on liability:

To the fullest extent permitted by applicable laws, in no event will box-planner be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from or in connection with the use of box-planner or box-planner service with which they are linked, even if anyone of box-planner have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, the aggregate liability of box-planner to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to box-planner for box-planner service.

14. Exclusions and Limitations:

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of these Terms remain in full force and effect.

15. Indemnity:
You agree to indemnify, defend, and hold harmless box-planner from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your breach of the terms and conditions of these Terms, or your infringement, or infringement by any other user of your account(s), of any intellectual property or other right of any person or entity. Box-planner will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

16. Additional Terms:

We may also require you to follow additional rules, guidelines or other conditions ("Additional Terms") in order to participate in certain promotions or activities available through box-planner, to obtain certain premium Content through box-planner, or for other reasons. These Additional Terms will be posted on the relevant portions of box-planner or on the portions of box-planner that describe the specific promotions, Content, or activities. These Additional Terms are part of these Terms, and you agree to comply with them when you participate in those promotions, purchase items from our online stores, or otherwise engage in activities governed by such Additional Terms.

17. Modification and Discontinuation:

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently, box-planner service or any of box-planner (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of box-planner service. You are free to download your User Content at any time to provide backup.

18. Independent Contractors:

No joint venture, partnership, employment, or agency relationship exists between you and box-planner as a result of these Terms or use of box-planner or box-planner service.

19. Entire Agreement:

These Terms, together with any other terms or policies referenced herein (including without limitation the Privacy Policy and Additional Terms), constitutes the entire agreement between you and box-planner regarding the subject matter hereof and governs your use of box-planner and box-planner service, superseding any prior agreements between you and box-planner with respect to box-planner and box-planner service.
20. Choice of Law and Forum:

These Terms and the relationship between you and box-planner shall be governed by the laws of Munich - Germany, without regard to its conflict of law provisions. You and box-planner agree to submit to the personal and exclusive jurisdiction of the courts located in Munich - Germany.

21. Waiver and Severability of Terms:

The failure of box-planner to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

22. Statute of Limitations:

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of box-planner, box-planner service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

23. Storage of Data:

User logs will be kept for a minimum of five years (e.g. attendance data). Automatic system logs will be kept for six months (e.g. when a user logs in). Data beyond these time periods may be permanently purged.

24. Credits:

In the event of a request for credit or cancellation, box-planner will provide credit for future services. box-planner will not provide cash refunds.

25. Questions. If you have any questions regarding these Terms, please contact us by email at office@box-planner.com