

Terms and conditions

General terms

- These terms constitute a legal agreement between Ecodrones Chile SpA (hereinafter "The Company") and the people or clients (hereinafter "The Users") who use the Automapp platform and any of its associated tools or applications, both in the current version as in future versions (hereinafter "The Platform").
- Users agree to be bound by these terms and conditions when using our services, or work with any of our platforms, tools or applications, whether under the subscription or free use modality.
- At the time of creating a platform, the Client declares to have read and accepted these terms and conditions.
- The Company reserves the right to modify these terms and conditions without prior notice or authorization from the client, however, each modification of these terms will be duly notified via email to each of the active Clients.

Licenses and use of services

- The Platform operates under the SaaS (Software as a Service) modality, offering a 100% operational solution for the User, which can be accessed online from anywhere in the world.
- The platform may not be loaded on The Client's own servers, either locally or in the cloud.
- The User must obtain a subscription, username and password to use The Platform.
- In case of representing a brand or company, the Client declares to have the representativeness and/or due authorization to use the subdomain and username that will be used.
- The Company grants a limited, revocable and non-exclusive and non-transferable license to The User during the subscription period, as long as it is valid.
- The Company reserves the right to make changes to The Platform without prior notice or consent of the user, both in its functionalities, as in its contents or values.
- If the subscription ceases to be valid due to non-payment, the user will not be able to access any of the services or data offered by The Platform.
- If, after 45 days of inactive subscription, The User has not renewed his subscription, The Platform, and all its associated data, will be permanently deleted from our servers and will not be recoverable.
- If the platform is permanently removed from our system, the subdomain contracted by the User will be freely available and can be used again by any other Client.
- The subdomain contracted by The User can be modified at any time by The Company, without prior authorization or consent by The User.
- However, if it occurs, The Company agrees to provide an alternative subdomain and migrate, free of charge, the data to the new subdomain that The User decides to use.

- El subdominio contratado por El Usuario puede ser modificado en cualquier momento por La Empresa, sin previa autorización o consentimiento por parte de El Usuario. Sin embargo, en caso de ocurrir, La Empresa se compromete a proporcionar un subdominio alternativo y migrar, sin costo, la data al nuevo subdominio que decida utilizar El Usuario.

Intellectual property

- The intellectual property of the information stored in The Platform will belong to The User, as long as the material has been generated and uploaded by the same.
- The verification of copyright, intellectual property and authorization to use the material uploaded to The Platform are the sole responsibility of The User.
- The User accepts that The Platform and all its tools, applications and Functionalities are the intellectual property of The Company, and you may not use them or represent them as your own, except with the prior authorization of The Company.
- Any new modification or improvement made to The Platform, even if it is Originally proposed by one of the Clients, will become an integral part of The Platform and will be attributed to The Company, having all the right to be implemented and used by the other Clients.

Storage and use of data

- The data stored on our servers will not be delivered to any customer or external partner.
- The User accepts and irrevocably authorizes that The Company (including its service providers) can make use of the data uploaded, modified or generated on The Platform (images, videos, LiDAR files, etc.), including their evaluations and annotations, internally and anonymously to improve the system, carry out quality controls, or to generate, retrain, or improve AI models.
- It is strictly forbidden to upload material to The Platform that is not related to the inspections carried out, especially if it is prohibited, pornographic or of another legal or ethical nature.
- The User accepts that The Company uses their contact information, and can contact them for internal commercial purposes. The Company undertakes not to share the User's personal data with third parties.
- The Platform may implement monitoring and web analytics systems to be able to track the behavior of users, anonymously, with the aim of carrying out analysis and subsequent improvements in the interface, usability and programming of the system.

Security policy

- The Company ensures that it adopts all relevant security measures to protect The Client, both their personal information and files uploaded to the cloud or data generated directly on the platform.
- The Company may contact The Client in case of detecting any anomaly or irregularity in the data, or even in case of requiring to validate or update the information of The Client.

Restrictions

- The application may not be offered, licensed, resold, leased or exploited commercially by the User.
- The User may not copy, decode or generate applications derived from the source code. of the platform.

Obligations and responsibilities of the Client

- You must not share your credentials with other users or attempt to use the credentials of another user.
- You must provide true and up-to-date information about your personal and contact information.
- You must not attempt to tamper with the system, or perform brute force attack tests, denial of service tests, or other tests that may affect the performance or security of the system.
- Do not take screenshots, impressions, reproductions or publish content hosted on The Platform.
- It is not allowed to create a frame, graphic interface or any type of content around The Platform without written authorization from The Company.
- Do not upload to The Platform files with viruses or any other type of harmful files or doubtful
- You are not authorized to decompile all or part of the application to obtain the source code.
- The Client must contact the support area if he finds any failure or anomaly on The Platform or any of its linked applications

Warranty and liability

- The company does not offer any guarantee regarding The Platform, therefore, as The User ,you accept the use of The Platform at your own risk and responsibility.
- The application is offered to the user "as is" and "as available", therefore, The Company does not guarantee that the services will be free of errors or defects that, of course, will be corrected.
- The User understands and accepts that the availability of The Platform may be subject to interruptions by external service providers, in which case, The Company undertakes to make every effort to minimize such interruptions.
- No information provided by the company, neither oral nor written, will represent a guarantee for The User.
- Despite the fact that The Company makes every effort to avoid the loss of The User's data, The Company is not responsible for any loss that may occur and The Platform is not offered as a data backup tool. It is the responsibility of the User to generate their own backup of data uploaded to the platform.

- The Platform has a technical support channel via email (support@automapp.cloud), through which The Company will solve technical issues regarding the use and functionalities of the platform. This channel will be available only to customers with an active subscription and, although the best effort will be made to resolve all open cases, 100% resolution cannot be guaranteed.

Duration and applicability of these terms and conditions

- These terms are applicable during the entire time that the client uses the Platform or any of the Automapp Cloud services.