

Terms of Use – KX (Kwizda Xperience)

1. GENERAL

Kwizda Agro GmbH (“KWIZDA”), Universitätsring 6, 1010 Vienna, Austria, offers web-based micro-services under the brand KX (Kwizda Xperience), combining KWIZDA’s longstanding expertise in plant protection with modern digital information and forecasting services (“Services”).

These Terms of Use govern the legal framework for using the Services between KWIZDA and the users. By registering and using the Services, you agree to these Terms of Use.

2. SERVICES

The Services include:

- **KX Planner:** Spray plan configurator
- **KX Vine:** Forecasting service for viticulture
- **KX Field:** Forecasting service for field crops
- **KX Rain:** Precipitation information service
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The Services are currently available in Austria, Germany, Hungary, and Romania. KWIZDA reserves the right to offer the Services in other Central and Eastern European countries.

Technical Providers

- The **KX website** is hosted and provided via the Kwizda Group’s own data center. [Imprint – Kwizda](#)
- **KX Planner:** Hosted by **ACP Cubido Digital Solutions GmbH** until mid-2025 and provided via the KX website. From mid-2025, hosted via KWIZDA’s own data center. [Imprint | ACP CUBIDO Digital Solutions GmbH](#), [Privacy Policy | ACP CUBIDO Digital Solutions GmbH](#)
- **KX Vine:** Hosted by **VineForecast GmbH**, provided via Kwizda Agro websites. [Imprint - VineForecast](#), [Privacy Policy - VineForecast](#)
- **KX Field:** Hosted by **Apps4Agri GmbH**, provided via Kwizda Agro websites. [Appsforagri](#), [Privacy Policy – Appsforagri](#)
- **KX Rain:** Hosted by **Tailored Apps GmbH** and **Web&Söhne GmbH** (both part of Diamir Holding) until mid-2025; thereafter, via KWIZDA’s own data center. [DIAMIR.io - Outstanding Apps, Websites, Software](#), [Privacy Policy | DIAMIR.io](#)

All data is stored exclusively within the European Union in data centers compliant with applicable data protection regulations.

3. REGISTRATION AND USAGE

3.1 Registration

Using the Services requires registration. The Services are available to farmers, winegrowers, cooperatives, production companies, and cooperation partners of KWIZDA.

3.2 Access Levels

- **Standard users:** Access to their own data and views.
- **KWIZDA Agro advisors and the KX team:** Access to users’ views and spray plans for advisory purposes.

3.3 User Obligations

Users must:

- Provide truthful information during registration, using only their own data (no third-party or fictitious data).
- Keep login credentials confidential and not share them.
- Use the Services only within their intended functionality and not beyond ordinary usage.
- Inform KWIZDA immediately if they become aware of unauthorized use or misuse of intellectual property.
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3.4 Prohibited Uses

In particular, the following are prohibited:

- Sharing login credentials.
- Creating multiple accounts for the same person.
- Misusing the Services.
- Automated use or data extraction.
- Actions impairing the functionality of the Services.
- Use that harms KWIZDA, other users, or third parties.
- Illegal use or violations of laws/regulations.
- Unauthorized access, acquisition, copying, or monitoring.
- Reverse engineering, decrypting, modifying, reproducing (except necessary backups), distributing, decompiling, disassembling, or deriving source code.
- Bypassing DRM or copy protection.

KWIZDA may temporarily or permanently exclude users in case of violations.

4. USER RESPONSIBILITY / LIMITATIONS OF USE

Users agree to indemnify KWIZDA against all claims, damages, costs, losses, and liabilities arising from:

- Breach of these Terms.
- Infringement of intellectual property, other rights, or privacy of third parties.
- Misuse by third parties due to insufficient protection of login credentials.

KWIZDA may limit or terminate access if Services are misused or laws are violated. This may include warnings, function suspension, or full account termination. Circumventing restrictions (e.g., by creating new accounts) may lead to further bans.

5. SCOPE OF SERVICES

5.1 Usage and Costs

The Services are free of charge in 2025. KWIZDA reserves the right to introduce premium features or a KX annual membership from 2026.

5.2 Technical Requirements

Use requires an up-to-date web browser, an internet-enabled device, and a stable connection.

5.3 User Responsibility

Users are solely responsible for device security and preventing unauthorized access.

KWIZDA accepts no liability in this regard.

5.4 Availability

KWIZDA strives for uninterrupted availability (best effort) but cannot guarantee it.

Maintenance may occur anytime.

5.5 Updates and Changes

KWIZDA may update, modify, or discontinue Services or features at any time without prior notice.

6. INTEGRATION AND LINKING

There is a direct link between KX Planner and KX Vine. KWIZDA may implement further secure integrations between Services or other systems.

7. DISCLAIMER OF LIABILITY

The Services provide recommendations and forecasts. KWIZDA does not guarantee their accuracy, completeness, or timeliness.

KWIZDA accepts no liability for:

- Accuracy of weather forecasts.
- Effectiveness of recommended spray plans.
- Damages from use or non-use of the Services.
- System outages or failures.
- Accuracy of disease forecasts.
- Crop losses or other damages despite following recommendations.

Use of the Services and recommendations is at the user's own risk.

8. RIGHTS TO CONTENT

8.1 Intellectual Property

All components of the Services and website (texts, videos, images, etc.) are protected by intellectual property law. KWIZDA and third-party licensors retain all rights.

KWIZDA grants users a **non-exclusive, non-transferable, non-sublicensable, personal, limited, and revocable right** to access and use the Services for personal purposes during the contract period.

All other rights remain with KWIZDA, including rights to spray plans and content generated via the Services.

8.2 Data Usage

KWIZDA may use collected data to improve Services. Data may be stored indefinitely, as legally permitted.

8.3 Export and Sharing

Users may export and share their spray plans.

9. SUPPORT

9.1 Technical Support

Support is available via **digital@kwizda-agro.at**. No guaranteed response times.

9.2 Security

Services operate under appropriate technical and organizational security measures.

10. DATA PROTECTION

Personal data is processed according to the privacy policy: <https://www.kx-digital.com/policy>.

11. CONTRACT DURATION AND TERMINATION

11.1 Term

The contract starts with the user's first use and runs indefinitely unless terminated.

11.2 Termination by User

Users may terminate the contract anytime by deactivating their account.

11.3 Termination by KWIZDA

KWIZDA may:

- Modify or discontinue features.
- Fully discontinue the Services.
- Suspend user accounts for violations.

12. CHANGES TO TERMS OF USE

KWIZDA may modify these Terms at any time. Changes become effective upon publication. Continued use constitutes acceptance.

13. COMMUNICATION

Legally relevant notices will be sent via email or within the Services.

14. FINAL PROVISIONS

14.1 Governing Law

Austrian law applies, excluding UN Sales Law and conflict of law rules.

14.2 Jurisdiction

Jurisdiction is Vienna, Austria.

14.3 Severability Clause

If any provision is invalid, the remainder remains effective. Invalid provisions will be replaced to best achieve their intended purpose.

14.4 Miscellaneous

KWIZDA may assign rights and obligations to third parties.

Failure to enforce rights does not constitute a waiver.

The current Terms of Use are available at: <https://www.kx-digital.com/terms>.

Effective: February 2025

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