

Original Portuguese document available [here](#)

## plain X – Terms of Service [ToS]

The use of plain X® is subject to the following ToS, as well as to the terms and conditions of the *Agreement*.

### I – General Provisions

1. **Priberam Informática, S.A.**, legal person no. 502 237 740 (NIPC), registered at the *Conservatória do Registo Comercial de Lisboa*, under NIPC, with share capital of € 66,666,67, head office in Lisbon, at Alameda D. Afonso Henriques, 41 - 2nd floor, 1000-123 Lisboa, Portugal, hereinafter referred to as **Priberam**, on behalf of the **Owners**, allows the use of **plain X**, hereinafter also referred to as **System**, to the **Users** indicated by the **Client**, under the terms and conditions stipulated below.
2. The **Owners** reserve to themselves the right to make any modification to the **System**.
3. The **Client** or the **Users** appointed by the **Client**, by using the **System**, confirm the acceptance of these ToS.
4. These ToS are written in English. By accepting these *terms*, the **Client** confirms that has adequate proficiency in English to fully understand all the rights granted and obligations expressed therein.
5. Governing law: The terms of these ToS will be governed by and interpreted in accordance with the laws of Portugal. Exclusive jurisdiction and venue will lie with the Portuguese courts, and each of the **Parties** hereby irrevocably consents to such jurisdiction.
6. Dispute Resolution:
  - 6.1 Any differences arising from the interpretation, execution, fulfilment or any other matter related to these ToS shall be subject to an attempt of amicable resolution.
  - 6.2 Alternative resolution of consumer disputes: if applicable under the terms of Law no. 144/2015, of 8 September, the **Client** may resort to an entity for alternative resolution of consumer disputes, as described at <http://www.priberam.pt/Resolucao-Alternativa-de-Litigios-de-Consumo.aspx>.
  - 6.3. In case of conflict arising from the interpretation or execution of these ToS that cannot be resolved amicably or using a *Court of Arbitration*, the **Parties** elect as the competent court the Judicial Court of the Judicial District of Lisbon ("*Tribunal Judicial da Comarca de Lisboa*"), Portugal, with express waiver of any other, unless the dispute in question falls under the jurisdiction of a court with specialized jurisdiction, in accordance with applicable law.
7. Non-Performance of a Clause or Provision. The occasional acceptance, by any of the **Parties**, of the non-performance of any clause or provision of these ToS at any time, shall be construed as mere liberality, not constituting a novation and not implying, therefore, waiver of the right to demand the performance of such clause or provision or of the right to judicially enforce its performance.
8. Validity of the Clauses:
  - 8.1 The partial or total nullity or annulment of any provision of these ToS shall not, of itself, render the whole ToS null and void, unless the rights or obligations of the **Parties** are thereby decisively altered or breached.
  - 8.2 Provided that it is legally practicable, any party affected by a possible nullity or annulment in part or in whole of any provision shall have the right to request the negotiation of a new

valid and practicable provision that satisfies the purpose of the initial provision.

9. Termination and Refunds: should a **Client** and/or a **User** breach these **ToS**, **Priberam** shall be entitled to terminate the **Agreement** and the **Client** shall not be entitled to any refund.
10. These **ToS** may be revised at any time, namely, but not exclusively, for commercial, legal or technical reasons, which may require an immediate change. In case of change, **Clients** may terminate the contract within 30 (thirty) days of being notified and be refunded on a pro-rata basis for the unused period.

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To access the latest certified original version, click on [https://priberam.pt/Docs/plain\\_X\\_ToS.pdf](https://priberam.pt/Docs/plain_X_ToS.pdf)

## II – Definitions

Within the scope of these **ToS** including any amendments thereto, the expressions listed below shall have the meanings indicated therein.

1. **Owners**: refers collectively to **Priberam** and **Deutsche Welle** ([www.dw.com](http://www.dw.com)), which are the owners of **plain X** and of the European trademark “plain X” (UE 018511474).
2. **Agreement**: Designates the agreement concluded by the **Client's** acceptance of a commercial proposal for access to **plain X**, or a formal contract entered into between the **Parties** stipulating the terms and conditions for access to **plain X**.
3. **Client**: an individual or corporate entity that holds a valid subscription of **plain X** under an **Agreement**.
4. **Parties**: refers to **Client** and **Priberam**.
5. **User**: an individual person who accesses plain X under an **Agreement**.
6. **Service Providers**: Third parties that provide services like ASR (Automatic speech recognition), MT (Machine Translation), TTS (text-to-speech / speech synthesis) or Cloud Storage through **plain X**.
7. **GDPR**: General Data Protection Regulation, approved by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, in force since 25 May 2018 and whose execution in the Portuguese legal order is ensured by the “*Lei de Proteção de Dados Pessoais*”, approved by Law no. 58/2019, 8 August.
8. **Personal Data**: data relating to individuals, considered personal data under the **GDPR**.
9. **Priberam's Privacy Policy**: policy accessible at:  
[https://priberam.pt/Docs/Priberam\\_Privacy\\_Policy.pdf](https://priberam.pt/Docs/Priberam_Privacy_Policy.pdf)
10. **Data Indispensable for the Performance of the Contract**: data provided by the **Client** and/or the **Users** to **Priberam**, namely **Personal Data** concerning the **Client** and/or each **User**, such as *display name* and *email*, as well as any other additional data necessary to safeguard the legitimate interests of the **Parties**, collected, recorded and managed in accordance with the provisions of **Priberam's Privacy Policy**.
11. **Unlawful Content**: It is considered unlawful content, any content that:
  - a) the **Client** and/or the **Users** do not own or have the necessary legal rights to use it for the intended purpose;
  - b) was produced by any entity that does not i) comply with international rules about child labour, health and safety, discrimination and living wages; or ii) respect democratic processes and human rights;
  - c) was produced by any news organisation that does not observe the rules of fair journalism as laid down in the IFJ Global Charter of Ethics for Journalists;

- d) does not comply with the GDPR; or
- e) is in any way illegal and/or considered harmful by the European Union.

### III – Specific Provisions

1. The Intellectual Property [IP] of the **Owners** is protected by the Portuguese “*Código do Direito de Autor e dos Direitos Conexos*”, related legislation and international treaties.
2. The **Client** may allow the use of the **System**, during the subscribed period, by a number of **Users** that does not exceed the contracted number.
  - 2.1. The **Client** or its representative undertakes to communicate to all **Users** the terms and conditions under which they may use the **System**.
3. The **Client** and **Users** agree:
  - a) not to use the **System**, or any resources available throughout the **System**, to process, store or perform any operation with **Unlawful Content**;
  - b) not to use the **System**, or any resources available throughout the **System**, with any criminal objective;
  - c) not to harm the **System** in any way;
  - d) not to reverse engineer, decompile, decompose or alter the software, alter the contents of data files or extract any information from the System data files.
4. The **Client** assumes responsibility:
  - 4.1 By deciding whether or not to use the **System** and the services made available by the **Service Providers**, after assessing: a) its suitability for the intended purpose, in particular, but not exclusively in technical, legal and ethical terms; b) the risks inherent in the use of innovative systems; and c) the sensitivity of the environment in which it is used.
  - 4.2 For possible misuse of the **System**, namely use contrary to the instructions for use or operation methods, or use contrary to the law.
  - 4.3 To ensure the training and information of **Users** regarding the correct way to use the **System**, limitations and good practices.
  - 4.4 To provide **Priberam** with the indispensable data for the execution of the **Contract**, ensuring in advance that it has the legitimacy to do so, namely by having the necessary authorisations from the owners of the **Personal Data**.
5. By authorising the **Users** to use the **System**, the **Client** is aware that the **System**, despite the level of quality and care used in its development:
  - 5.1 Has or may have limitations and errors, known or not, i) arising from the state of the art of technologies and knowledge, and; ii) of the resources (of the **Owners**, the **Client**, the **Users** or third parties) used in its development and/or operation that may lead to errors within the scope of its operation.
  - 5.2 It may, by unforeseeable circumstances or force majeure, be tampered with, resulting in unforeseeable errors.
6. The use of **plain X** does not grant the rights to:
  - 6.1 Create and/or exploit a service or system based on the direct or indirect use of the **System**, without prior written authorisation from **Priberam**.
  - 6.2 Copy, reproduce or transmit in any form whatsoever any document accompanying the **System**.
  - 6.3 Granting a third party or third parties, under any legal form, free of charge or for a consideration, access to the **System** without **Priberam**'s prior written authorisation.

#### IV – Warranty Terms and Conditions

1. No implied warranty is given as to the suitability of the **System**, its associated documentation or the services made available by the **Service Providers** for a particular purpose or objective.
2. No warranty is given with regard to the services provided by the **Service Providers**, namely but not exclusively in terms of quality, technical aspects or compliance with ethical and/or legal aspects.
3. **Priberam** cannot guarantee the permanent and future operability / accessibility of the **services** external to the **System**, namely, but not exclusively those supplied by the **Service Providers**, since the access conditions or the connection protocols may be modified at any time for reasons and decisions beyond **Priberam's** control.
4. To the extent permitted by law, neither the **Owners** nor any of the other owners of components of the **System** shall be liable for any damages whatsoever, including consequential damages, lost profits, business interruption, loss of information or data and other pecuniary losses arising from the use or inability to use the **System**.
5. In any case, the full liability of the **Owners** or any of the other **System** component owners, possibly arising from the use of the **System**, is limited to the amount that the **Client** has paid for the subscription of the current period of **plain X**.
6. The limited warranty may not be invoked if the deficiency of the **System** results from accident, misuse, abuse or improper use.

Please forward any questions about these **ToS** to:

**Priberam Informática, S.A.**

Alameda D. Afonso Henriques, 41 - 2.º

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PORTUGAL

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