Public Offer

for the right to use the “Connecta” software platform

1. General provisions

1.1. This document is a public offer and sets out the terms on which the person named in “Contact information” (the “Operator”) grants any individual or legal entity (the “User”) the right to use the “Connecta” software platform (the “Platform”) — a cloud service for running a customer support team: requests, chats, shift schedules, ratings, a knowledge base and analytics.

1.2. The offer is an adhesion contract. Acceptance occurs when a company or account is registered on the Platform, when the User starts actually using the Platform, or when a plan is paid for — whichever happens first.

1.3. A User who registers a company acts on its behalf and confirms having the authority to enter into the contract for it. “Employees” are persons to whom the User has granted access to the Platform; the “User’s Customers” are persons who contact the User’s support team through the Platform (Telegram, a website widget and other channels).

1.4. If the User does not agree to these terms, they must not start using the Platform or must stop using it.

2. Subject matter and license

2.1. The Operator grants the User a limited, non-exclusive, non-transferable right of remote access to and use of the Platform within the capabilities of the selected plan and for the term of the contract.

2.2. Access is provided over the Internet (web workspace, widget, Telegram bot). The available features and the limits on employees, requests and storage are determined by the selected plan.

2.3. The User may not sublicense the Platform, resell access to it or assign their rights to third parties, except where the plan expressly allows it (for example, connecting the User’s own employees).

2.4. The Operator may develop the Platform: add, change and discontinue individual features. The Operator gives advance notice of material changes that worsen the terms of a paid plan (see section 13).

3. Registration, account and access

3.1. To obtain access the User registers, provides accurate information (company name, email address) and confirms the email address. The User must keep this information up to date.

3.2. The User is responsible for the safekeeping of the logins, passwords, keys and other access credentials of their Employees and for actions taken using them. The Operator recommends enabling two-factor authentication and IP address restrictions.

3.3. The User assigns roles and permissions to Employees and is responsible for their suitability for each Employee’s duties.

3.4. For technical support and incident investigation, authorized Operator staff may obtain temporary access to the User’s company (“sign in as”). Each such access is time-limited and recorded in the Operator’s action log.

3.5. The Operator may restrict or suspend access if the offer is breached, if the security of the Platform or other users' data is at risk, or where required by law (see section 12).

4. Plans and payment

4.1. The Platform may be used on a free plan with limitations or on a paid plan. The free plan is provided on the terms shown in the workspace and may be changed subject to section 13.

4.2. The price of a paid plan consists of a fixed part and a usage-based part: per Employee, per gigabyte of file storage used and per thousand requests in the billing period. The specific values, the currency (USD, EUR or RUB) and the calculation method are shown in the User's workspace before payment.

4.3. Payment is made by topping up the company balance. The Operator charges the plan fee to the balance monthly. If funds are insufficient, after a grace period the Operator may limit the Platform's capabilities; data is retained meanwhile.

4.4. Funds topped up are used to pay for the services. An unused balance is refunded on the User's written request in the manner and within the time shown in the workspace and required by applicable law. A period already paid for and provided is not refunded.

4.5. The Operator may change plans and prices with at least 14 days' notice to the User. Changes do not apply to a period already paid for.

5. Acceptable use

5.1. The User undertakes not to take actions aimed at disrupting the Platform and, in particular, not to:

- interfere with the program code or circumvent technical restrictions and plan limits;
- reverse-engineer, decompile or otherwise attempt to obtain the source code;
- perform load or security testing without the Operator's written consent;
- use the Platform for spam, fraud, distribution of malware or other unlawful purposes;
- give access to persons who are not the User's Employees or use the Platform to bypass plan limits.

5.2. The User is responsible for the content of the data, messages and files that the User and its Employees place in the Platform and warrants that they have the right to use them and that they do not violate the law or third-party rights.

5.3. When connecting their own Telegram bots and other communication channels, the User undertakes to comply with the rules of those services.

6. User data and personal data

6.1. All data that the User and its Customers enter into the Platform remains the User's data. The Operator does not use it for its own purposes except to provide the service, ensure security and as required by law.

6.2. With respect to the personal data of the User's Customers and Employees, the User determines the purposes and means of processing, and the Operator acts on the User's instructions and processes data to the extent necessary to provide the services. The processing is described in the Privacy Policy, which forms an integral part of the offer.

6.3. The User is solely responsible for having a legal basis and the necessary consents for processing the data of its Customers and Employees, and for informing those persons.

6.4. Each company’s data is stored separately from other companies’ data. The User may export the data available to them at any time using the workspace tools.

7. Intellectual property

7.1. Exclusive rights to the Platform, its source code, algorithms, design, architecture and trademarks belong to the Operator or its licensors. The User acquires no rights not expressly granted by the offer.

7.2. The name, logo and other materials the User uploads to set up their own brand (white-label) remain the User’s property. The User grants the Operator the right to use them only to the extent necessary to operate the Platform.

7.3. Infringement of intellectual property rights terminates the right to use the Platform and entails liability provided by law.

8. Availability and support

8.1. The Operator strives to keep the Platform running continuously but does not guarantee the absence of interruptions. Scheduled maintenance is possible, and the Operator will give advance notice where practicable.

8.2. Technical support is provided through the channels listed in “Contact information”. Response times depend on the plan and are shown in the workspace or in a separate service level agreement.

8.3. The Operator is not responsible for third-party services and communication channels (including Telegram, email and hosting providers) or for failures caused by equipment, networks or the User’s actions.

9. Disclaimer of warranties

9.1. The Platform is provided “as is” and “as available” unless expressly stated otherwise in a separate agreement.

9.2. The Operator does not warrant that the Platform will meet the User’s particular purposes or expectations, or that data coming from third-party communication channels will be complete and accurate.

10. Limitation of liability

10.1. To the extent permitted by law, the Operator is not liable for indirect losses, lost profit, loss of reputation, or the consequences of decisions the User makes based on the Platform’s data and analytics.

10.2. The Operator’s aggregate liability under the contract is limited to the amount actually paid by the User in the three months preceding the event giving rise to liability. This limitation does not apply where the law does not permit it.

10.3. The User is liable to the Operator for losses caused by the User’s breach of the offer, including third-party claims relating to the content of the User’s data.

11. Special provisions

11.1. Features for tracking bonuses, penalties, shift rates and employee balances are the User’s internal accounting tool. They are not payroll calculation, a payment service or legal advice; compliance with labour, tax and other laws is the User’s responsibility.

11.2. The Platform does not provide legal, financial, tax or HR advice. Analytics and ratings are for reference and do not replace management decisions.

11.3. The User decides which Customers and Employees to give access to and is responsible for the consequences of that decision.

12. Suspension and termination

12.1. The User may stop using the Platform at any time and request deletion of the company. A company placed in the trash can be restored for a limited period, after which its data is deleted permanently.

12.2. The Operator may suspend or terminate access with notice to the User; without prior notice in case of a material breach of the offer, a security threat, fraud or where required by law.

12.3. On termination the User may export their data within the period shown in the workspace. After that period the data is deleted, except for information the Operator is required by law to keep.

13. Changes to the terms

13.1. The Operator may change the offer. The new version is published on the website and takes effect 14 days after publication, or on publication for changes that do not worsen the User’s position.

13.2. Continued use of the Platform after changes take effect means the User accepts the new version. If the User does not agree, they may stop using the Platform.

14. Final provisions

14.1. The offer is governed by the law of the Operator’s place of registration unless mandatory law requires otherwise.

14.2. The parties will try to resolve disputes through negotiation; the response period for a claim is 30 days. Unresolved disputes are heard at the Operator’s place of registration.

14.3. If any provision of the offer is held invalid, the remaining provisions stay valid.

The Operator's contact details are listed in the "Contact information" section on the document page: https://connectacrm.net/legal/offer?v=1.0. The SHA-256 checksum of the file itself cannot be written inside the file, so it is published on the verification page: https://connectacrm.net/legal/verify.