

Terms and Conditions for MetricShift

1. General

These Terms and Conditions (the “Terms”) apply to the use of MetricShift, a software-as-a-service platform provided by Nordic Hops AB, [5592661879], [Dahls Backes Väg 13, 273 55 Brösarp], Sweden (“MetricShift”, “we”, “us” or “our”).

MetricShift enables business customers to collect, import, structure, analyse, and act on customer feedback, reviews, survey responses, AI visibility signals, and related business data (the “Service”).

By creating an account, subscribing to a paid plan, accepting an order form, or otherwise using the Service, the customer identified in the account, checkout page, order form, invoice, or other ordering process (the “Customer”, “you” or “your”) agrees to these Terms.

If there is a conflict between these Terms and a signed order form or other written agreement between MetricShift and the Customer, the signed order form or written agreement will prevail.

2. Definitions

“Agreement” means these Terms, any order form, subscription checkout, data processing terms, privacy policy, and other documents referenced by MetricShift.

“Customer Data” means data, content, files, feedback, survey responses, review data, AI visibility outputs, user information, business information, and other material submitted to, imported into, generated through, or otherwise processed in the Service by or on behalf of the Customer.

“End User” means an individual whose data may be processed through the Service, including customers, website visitors, survey respondents, reviewers, employees, or other individuals interacting with the Customer.

“Subscription Plan” means the plan selected by the Customer, including any usage limits, features, token allowances, fees, and billing period stated at checkout, in the product, on an invoice, or in an order form.

“AI Tokens” means usage units consumed when the Service uses artificial intelligence or language model features to analyse, classify, summarise, generate, or otherwise process Customer Data.

3. Provision of the Service

MetricShift will make the Service available to the Customer during the applicable subscription period, subject to these Terms, the selected Subscription Plan, and payment of applicable fees.

The Service may include, depending on the Subscription Plan and available features:

- feedback collection tools;
- surveys and QR-code based feedback flows;
- website widgets;
- CSV or file imports;
- external review imports;
- AI-powered sentiment analysis, clustering, summaries, recommendations, and action suggestions;
- AI visibility analysis;
- dashboards, reports, and analytics;
- integrations with third-party systems; and
- other related tools and features.

MetricShift may modify, improve, replace, or discontinue parts of the Service from time to time. If a material change significantly reduces the core functionality of a paid Subscription Plan, MetricShift will use reasonable efforts to provide advance notice.

MetricShift provides support on a commercially reasonable, best-effort basis unless a separate written agreement or Subscription Plan states otherwise.

4. Account Registration and Access

The Customer is responsible for ensuring that account information is accurate and up to date.

The Customer is responsible for maintaining the confidentiality of login credentials and for all activity occurring under its account, except where caused by MetricShift's breach of these Terms.

The Customer must promptly notify MetricShift of any suspected unauthorised access to the account.

5. Customer Obligations

The Customer agrees to use the Service only for lawful business purposes and in accordance with these Terms.

The Customer is responsible for:

- ensuring that it has the necessary rights, permissions, notices, consents, and legal bases to submit Customer Data to the Service;
- ensuring that its use of the Service complies with applicable laws, including data protection, privacy, marketing, consumer protection, employment, and sector-specific laws;
- ensuring that End Users receive appropriate privacy information where required;
- reviewing AI-generated outputs before relying on them for business decisions;
- ensuring that Customer Data is accurate, lawful, and appropriate for processing through the Service;
- configuring integrations, imports, surveys, and widgets appropriately; and
- ensuring that its users comply with these Terms.

The Customer must not:

- use the Service for unlawful, harmful, fraudulent, misleading, abusive, discriminatory, or invasive purposes;
- upload or process sensitive personal data unless permitted by the Agreement and applicable law;
- upload viruses, malware, or harmful code;
- attempt to gain unauthorised access to the Service or related systems;
- reverse engineer, copy, modify, or create derivative works based on the Service except as permitted by law;
- interfere with the security, integrity, availability, or performance of the Service;
- use the Service to build a competing product; or
- exceed applicable usage limits or attempt to circumvent billing or access restrictions.

6. AI Features and Outputs

MetricShift may use artificial intelligence, machine learning, natural language processing, embeddings, large language models, or similar technologies to provide parts of the Service.

AI-generated outputs may include sentiment labels, summaries, themes, recommendations, suggested actions, AI visibility results, categorisations, and other analysis.

The Customer acknowledges that AI-generated outputs may be incomplete, inaccurate, biased, outdated, or unsuitable for a particular purpose. The Customer is responsible for reviewing and validating outputs before relying on them.

MetricShift does not guarantee that AI-generated outputs will identify all relevant issues, produce correct conclusions, improve business performance, increase revenue, improve customer satisfaction, or produce any specific operational or commercial outcome.

7. Fees, Billing, and Payment

The Customer must pay the fees stated in the selected Subscription Plan, checkout page, invoice, or order form.

Unless otherwise stated, fees are exclusive of VAT, taxes, duties, and similar charges.

Subscriptions may renew automatically unless cancelled in accordance with the cancellation process made available by MetricShift or the applicable payment provider.

MetricShift may charge fees in advance for the relevant subscription period. Fees are non-refundable except where required by law or expressly agreed in writing.

If payment fails or is overdue, MetricShift may suspend or limit access to the Service after providing reasonable notice, unless immediate suspension is necessary for security, fraud prevention, or legal reasons.

MetricShift may change prices or plan features from time to time. Price changes for existing paid subscriptions will take effect at the next renewal period unless otherwise stated or agreed.

8. Usage Limits and Tokens

Subscription Plans may include limits on AI Tokens, projects, imports, users, feedback volume, storage, integrations, analysis jobs, or other usage metrics.

If the Customer exceeds applicable limits, MetricShift may:

- restrict or pause the relevant feature;
- require the Customer to purchase additional usage or upgrade its Subscription Plan;
- delay processing until the next billing period; or
- charge overage fees if agreed or presented to the Customer.

Unused monthly usage allowances do not roll over unless expressly stated.

9. Third-Party Services

The Service may integrate with or depend on third-party services, including hosting providers, database providers, payment processors, analytics services, email providers, AI model providers, review platforms, app stores, and other external systems.

MetricShift is not responsible for third-party services, third-party data, third-party APIs, third-party downtime, changes to third-party terms, or data made available by third parties, except to the extent required by law.

The Customer's use of third-party services may be subject to separate terms and privacy policies between the Customer and the relevant third-party provider.

10. Customer Data

As between the parties, the Customer retains ownership of Customer Data.

The Customer grants MetricShift a non-exclusive, worldwide licence to host, copy, process, transmit, display, analyse, transform, and otherwise use Customer Data as necessary to provide, secure, maintain, improve, and support the Service and fulfil the Agreement.

MetricShift may use aggregated, anonymised, or non-identifying data derived from use of the Service for analytics, benchmarking, product improvement, security, marketing, and business purposes, provided that such data does not identify the Customer or any individual.

11. Confidentiality

Each party may receive confidential information from the other party. Confidential information includes non-public business, technical, financial, product, customer, pricing, security, or operational information that should reasonably be understood to be confidential.

Each party will protect the other party's confidential information using reasonable care and will not disclose it except to employees, contractors, advisers, service providers, or affiliates who need access and are bound by appropriate confidentiality obligations.

Confidentiality obligations do not apply to information that is public, already known without restriction, independently developed, lawfully received from a third party, or required to be disclosed by law.

12. Intellectual Property

MetricShift and its licensors retain all rights, title, and interest in and to the Service, software, designs, workflows, models, prompts, documentation, know-how, trademarks, and related intellectual property.

The Customer receives a limited, non-exclusive, non-transferable right to access and use the Service during the subscription period in accordance with the Agreement.

The Customer may provide feedback, suggestions, or ideas about the Service. MetricShift may use such feedback without restriction or obligation to the Customer.

13. Data Protection

Each party will comply with applicable data protection laws.

Where MetricShift processes personal data on behalf of the Customer as a processor, the Data Processing Addendum included below or otherwise agreed between the parties applies.

Where MetricShift processes personal data for its own purposes, such processing is described in the MetricShift Privacy Policy.

14. Security

MetricShift will implement and maintain reasonable technical and organisational measures designed to protect Customer Data against unauthorised access, loss, misuse, alteration, and disclosure.

The Customer acknowledges that no system can be guaranteed to be completely secure, uninterrupted, or error-free.

15. Suspension

MetricShift may suspend or restrict access to the Service if:

- the Customer fails to pay fees when due;
- the Customer breaches these Terms;
- the Customer's use creates a security, legal, technical, or operational risk;
- suspension is required by law or a third-party provider; or
- continued access may harm MetricShift, the Service, other customers, or third parties.

MetricShift will use reasonable efforts to notify the Customer unless immediate suspension is necessary.

16. Warranties and Disclaimers

MetricShift will provide the Service with reasonable skill and care.

Except as expressly stated in these Terms, the Service is provided “as is” and “as available”. MetricShift does not warrant that the Service will be uninterrupted, error-free, secure, or fit for a particular purpose.

MetricShift does not warrant that Customer use of the Service will result in specific business outcomes, customer satisfaction improvements, ranking improvements, AI visibility improvements, revenue increases, cost savings, or other commercial results.

17. Limitation of Liability

To the fullest extent permitted by law, MetricShift will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, revenue, goodwill, data, business, or opportunities.

MetricShift’s total aggregate liability under or in connection with the Agreement will not exceed the fees paid by the Customer to MetricShift during the twelve months preceding the event giving rise to the claim.

The limitations above do not apply to liability that cannot be excluded or limited under applicable law.

18. Indemnity

The Customer will indemnify and hold MetricShift harmless against claims, losses, liabilities, damages, costs, and expenses arising from:

- Customer Data;
- the Customer’s use of the Service in breach of the Agreement;
- the Customer’s breach of applicable law;
- the Customer’s failure to provide required notices, consents, or legal bases; or
- claims by End Users or third parties arising from the Customer’s business, products, services, or decisions.

19. Term and Termination

The Agreement begins when the Customer creates an account, accepts an order form, completes checkout, or otherwise starts using the Service.

The Agreement continues until cancelled or terminated in accordance with these Terms or the applicable order form.

Either party may terminate the Agreement if the other party materially breaches the Agreement and fails to remedy the breach within thirty days after written notice.

Upon termination, the Customer's right to use the Service ends. MetricShift may delete Customer Data after a reasonable period unless legally required or technically necessary to retain it.

20. Publicity

Unless the Customer objects in writing, MetricShift may identify the Customer as a customer using the Customer's name and logo in customer lists, pitch materials, and marketing materials.

21. Force Majeure

Neither party will be liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, war, terrorism, labour disputes, government action, internet failures, hosting provider outages, third-party API failures, or other force majeure events.

22. Assignment

The Customer may not assign the Agreement without MetricShift's prior written consent. MetricShift may assign the Agreement to an affiliate, successor, or acquirer in connection with a merger, reorganisation, sale of assets, or similar transaction.

23. Changes to Terms

MetricShift may update these Terms from time to time. For material changes affecting paid customers, MetricShift will use reasonable efforts to provide notice. Continued use of the Service after changes take effect constitutes acceptance of the updated Terms.

24. Governing Law and Jurisdiction

These Terms are governed by the laws of Sweden, excluding conflict of law rules.

Any dispute arising out of or in connection with the Agreement shall be resolved by the courts of Sweden, with the District Court of Stockholm as the court of first instance, unless mandatory law provides otherwise.

25. Contact

Nordic Hops AB

5592661879

Dahls Backes Väg 13, 273 55 Brösarp

Sweden

Email: niklas@iamfrontend.com

Website: <https://metricshift.co>