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

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 is hosted as a web application by ACP Cubido Digital Solutions GmbH and provided via the KX website.
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.
Imprint | Appsforagri
Privacy Policy | Appsforagri

KX Rain is provided by Tailored Apps GmbH and Web&Söhne GmbH (both companies belong to Diamir Holding) and the service is hosted in the Kwizda Group's own data center.
Development:
Imprint | DIAMIR.io - Outstanding Apps, Websites, Software
Privacy Policy | DIAMIR.io
Hosting:
Imprint | Kwizda
Privacy Policy | Kwizda

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.

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.

5.6. Data Portability Information

You have the following rights:

- You can export all your data at any time in CSV format.
- You can switch to another provider.
- The option to export data is generally provided free of charge (until January 2027, this may incur reasonable costs).

6. INTEGRATION AND LINKING

There is a direct link between the KX Planner and KX Services such as KX Vine, KX Field, and KX Rain. KWIZDA reserves the right to implement additional links between these services as well as to other legally compliant systems in order to improve service quality.

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

The services, including all visible and non-visible components of the website—particularly texts, videos, animations, images, button icons, sounds, audio clips, digital downloads, data collections, and graphics, as well as their arrangement—are protected by intellectual property laws, especially copyright and trade secret regulations. KWIZDA or third parties commissioned by KWIZDA reserve all rights to the services and the website, as well as to any trademarks, logos, copyrights, patents, and other intellectual property rights used in connection with the services and the website, unless explicitly stated otherwise in these Terms of Use. All trademarks are, unless explicitly stated otherwise, protected under trademark law—this applies in particular to KWIZDA's labels, emblems, company logos, or nameplates. Nothing in these Terms of Use shall be construed as a transfer or granting of rights to intellectual property that (i) is contained in the services or on the website or (ii) is otherwise held or controlled by KWIZDA or third parties commissioned by KWIZDA, except for the limited right to use such intellectual property as expressly set forth in these Terms of Use.
KWIZDA grants you a royalty-free, non-exclusive, non-transferable, non-sublicensable, personal, limited, and revocable (except in the event of termination of this agreement) right to access and use the services and related content, including all associated media and explanatory documentation provided to you in connection with the services, on your device solely for your own purposes during the term of the agreement and in strict accordance with these Terms of Use.

All other rights are expressly reserved by KWIZDA. In particular, the rights to the generated spray plans and any other content created through the services remain with KWIZDA.

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. Upon termination, users have the right to export all their data and to switch to another service provider.

11.3. Termination by KWIZDA

KWIZDA may:

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

11.4. Data Portability

11.4.1. Right to Data Export

You have the right to export your data at any time in a commonly used and machine-readable format (CSV). This includes all data you have generated through your use of the KX Services.

11.4.2. Export Process

Data export can be requested through the "Export Data" function available in each KX Service or by contacting our support team at digital@kwizda-agro.at.

11.4.3. Data Retention and Deletion

After the data retrieval period expires, we will delete all your exportable data unless otherwise agreed or required by law.

12. CHANGES TO TERMS OF USE

KWIZDA is entitled to amend these Terms of Use for objectively justified reasons, particularly in the event of changes in legislation, case law, significant market developments, or for clarification purposes. Changes to the primary contractual obligations are excluded from this.

Planned amendments to these Terms of Use will be communicated to the user via email. The user's consent is required for such changes to take effect. In the amendment notice, KWIZDA will specifically inform the user of their right to object and the legal consequences of failing to provide consent.

If the user objects or does not provide the required consent, KWIZDA is entitled to terminate the usage agreement.

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.