

Terms of Service

These Terms of Service ("Terms") govern your use of the services provided by XRAY Commerce, Inc. ("XRAY"), including the XRAY website, software applications, and any other related services (collectively referred to as the "Service"). You agree to be bound by these Terms by accessing or using the Service. If you do not agree with any part of these Terms, you may not access or use the Service.

Account Registration

To access certain Service features, you may need to create an account. You must provide accurate and complete information during the registration process and keep your account credentials secure. You are responsible for all activities that occur under your account.

Use of the Service

a. Compliance: You agree to use the Service in compliance with all applicable laws and regulations. You shall not use the Service for any illegal or unauthorized purpose.

b. Prohibited Conduct: You shall not engage in any conduct that is harmful, offensive, or violates the rights of others. This includes but is not limited to, uploading or sharing content that is unlawful, defamatory, or infringing on intellectual property rights.

c. Intellectual Property: The Service and its contents, including but not limited to text, graphics, images, logos, and software, are the property of XRAY or its licensors and are protected by intellectual property laws. You may not modify, reproduce, distribute, or create derivative works based on the Service without our written consent.

Payments and Fees

Certain features or services of the Service may require payment of fees. You agree to pay all applicable fees as specified by XRAY. All payments shall be made per the payment terms provided by XRAY.

Credits

I apologize for the omissions. Here's the updated section on credits in your X-Ray platform's Terms and Conditions, including the effective date and details regarding credit replenishment for free plan users:

4. Credits

Effective Date: Oct 1, 2023

X-Ray utilizes a credit-based system to enhance your experience on the platform. These credits are an integral part of your interactions with our services and provide you access to various features and capabilities. It's important to understand how credits work, how you can obtain them, and how they are utilized within the platform.

Obtaining Credits

Credits can be acquired through various means, including but not limited to:

- Purchase: You can buy credits through the X-Ray platform, and these credits can be used for specific actions and services.
- Earning: Certain activities within the platform may reward you with credits. These activities may include referring new users, completing tasks, or participating in promotions.
- Subscription Plans: Some subscription plans may include a monthly allocation of credits as part of the package.

Credit Usage

Credits are used to access and unlock specific features and services within the X-Ray platform. The extent of credit usage may vary depending on the complexity or resource requirements of the service. Here are a few examples of how credits may be consumed:

- Listing Optimization: Using credits to optimize product listings for better visibility and sales performance.
- Tag Optimization: Utilizing credits to improve product tags for enhanced discoverability.
- Image Optimization: Spending credits to optimize product images, making them more appealing to potential customers.
- Chrome Extension: Accessing real-time data and analytics through the Chrome extension, with credit usage associated with certain functions.
- Other Features: Credits might be used to access other advanced features or to expand your usage of specific tools.

Credit Balance

Your credit balance will reflect the number of credits available to you for use within the X-Ray platform. It's important to note that these credits hold no monetary value and cannot be redeemed for cash or transferred to other users.

Monthly Credit Replenishment (Free Plan Only)

For users on the free plan, the platform will replenish your credit balance each month on the anniversary of your account open date. This replenishment includes five free credits added to your account monthly, up to a maximum of 15 credits. This reset allows you to continue using select platform features even if you've depleted your credits.

Changes to the Credit System

X-Ray reserves the right to modify the credit system, including credit allocation, usage rates, and credit-earning methods. We will notify users of significant changes, but it is advisable to stay informed about any updates to the credit system by regularly reviewing these Terms and Conditions.

Understanding how credits work is essential to making the most of your experience with X-Ray. If you have any questions or concerns regarding the credit system, please don't hesitate to contact our support team for further clarification.

Certainly, here's the new section regarding image optimizations and user responsibility in your X-Ray platform's Terms and Conditions:

Image Optimizations

X-Ray provides an image optimization feature to enhance your product listings and attract potential customers. It's important to note that while X-Ray facilitates this image optimization process, you, as the user, retain full responsibility for selecting and utilizing the final images generated by the platform.

The image optimization feature offers various suggestions and improvements to enhance the visual appeal of your product listings. However, please be aware that these optimized images' ultimate selection and utilization are at your discretion.

X-Ray does not assume responsibility for any consequences or customer actions resulting from the use of these optimized images. It is your responsibility to review, validate, and ensure the suitability of these images for your specific products and listings.

We encourage you to exercise diligence and care in selecting optimized images to create a positive customer shopping experience. While X-Ray aims to provide valuable support, your discretion in image selection is vital to achieving the desired results in your e-commerce business.

Privacy

Your privacy is important to us. We collect, use, and protect your personal information per our Privacy Policy. By using the Service, you consent to the collection and processing of your data as described in the Privacy Policy.

Termination

At its sole discretion, XRAY may suspend or terminate your access to the Service at any time and for any reason, including but not limited to violation of these Terms. Upon termination, your right to use the Service will immediately cease, and you must cease all use of the Service.

Disclaimer of Warranty

The Service is provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied. XRAY does not guarantee that the Service will be uninterrupted, secure, or error-free. Your use of the Service is at your own risk.

Limitation of Liability

To the extent permitted by applicable law, XRAY and its officers, directors, employees, or agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use of the Service.

Governing Law and Dispute Resolution

These Terms shall be governed by and construed per the laws of the jurisdiction where XRAY is located. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

Changes to the Terms

XRAY reserves the right to modify or update these Terms at any time. Any changes will be effective upon posting the revised Terms on the XRAY website or other appropriate communication channels. Your continued use of the Service after any such changes constitutes your acceptance of the modified Terms.

If you have any questions or concerns regarding these Terms, please contact us at kunal@x-raycommerce.com.