

Terms of Service

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Entovist is a software product operated by Mahdi Ghorban Pour - Digitexia ("Digitexia"). These Terms of Service govern the use of Entovist by the company, organization, or other legal entity that enters into a subscription for Entovist (the "Customer"). By creating an account or subscribing on behalf of the Customer, the person completing the registration or subscription confirms that they are authorized to bind the Customer to these Terms of Service.

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1. Provider

Entovist is provided by:

Mahdi Ghorban Pour - Digitexia
Hauptstrasse 109, 79364 Malterdingen
Germany

Email: contact@entovist.com

Website: <https://entovist.com>

2. Description of the Service

Entovist is a cloud-based workforce scheduling and employee management platform. The platform allows Customers to manage employees, locations, teams, shift schedules, availability, absences, assignments, and related operational information.

The exact functionality available to the Customer may depend on the selected subscription plan, activated modules, and future product updates.

3. Customer Account

To use Entovist, the Customer must create an account through an authorized representative and provide accurate and complete information. The Customer is responsible for keeping account information up to date and for all activities carried out through its account.

4. Authorized Users

An "Authorized User" is an individual whom the Customer authorizes to access or use Entovist under the Customer's subscription. Authorized Users may include employees, managers, team leaders, schedulers, administrators, or other personnel designated by the Customer.

The Customer is responsible for managing Authorized User access rights, ensuring that Authorized Users comply with these Terms, and for activities carried out by Authorized Users through the Customer's account.

5. Subscription Model

Entovist is offered as a subscription-based software service. The subscription may consist of:

- A fixed base fee for access to the platform; and
- An employee-based fee calculated according to the number of active employees managed in Entovist.

The applicable pricing, billing interval, included features, and employee-based fees are shown during the subscription process or in the applicable offer.

6. Active Employees

For billing purposes, an active employee generally means an employee record that is active in the Customer's Entovist account during the relevant billing period.

Entovist may calculate employee-based fees using daily snapshots, monthly averages, or another documented methodology described in the applicable pricing plan or offer.

The Customer must not intentionally manipulate employee status, employee records, or account configuration for the purpose of avoiding or reducing legitimate fees.

7. Billing and Payment

Payments are processed through Stripe.

By subscribing to Entovist, the Customer authorizes Digitexia and Stripe to charge the applicable subscription fees, including fixed base fees and employee-based fees, according to the selected billing interval.

Unless otherwise stated, fees are due in advance for fixed subscription components and may be charged in arrears for employee-based or usage-based components. Failed payments may result in automatic retry attempts by Stripe according to Stripe's billing configuration.

8. Taxes

All prices are exclusive of applicable taxes unless expressly stated otherwise.

The Customer is responsible for paying any applicable VAT, sales tax, withholding tax, or other taxes related to the subscription.

9. Price Changes

Entovist may update prices, plans, or billing models from time to time.

Existing Customers will be informed of material pricing changes before such changes take effect.

10. Free Trials and Pilot Access

Entovist may offer free trials, pilot access, or discounted introductory plans.

Such offers may be limited in time, functionality, number of users, or number of employees.

11. Late Payments

If payment fails or remains overdue, Entovist may suspend or restrict access to the platform until payment is received.

12. Customer Data

The Customer retains ownership of all data submitted to Entovist.

Digitexia processes Customer data only to provide, secure, maintain, and support Entovist in accordance with the Customer's instructions and the Data Processing Agreement. Digitexia may use aggregated and anonymized information that does not identify the Customer, any Authorized User, or any other individual to analyze and improve Entovist.

13. Data Protection

Where Digitexia processes personal data on behalf of the Customer through Entovist, the Customer acts as the Controller and Digitexia acts as the Processor within the meaning of the GDPR.

The processing of such personal data is governed by the Entovist Data Processing Agreement (DPA/AVV).

14. Customer Responsibilities

The Customer is responsible for:

- Ensuring that it has a lawful basis for processing employee data
- Providing required privacy notices
- Keeping account and billing information accurate
- Managing user access rights and permissions
- Using Entovist in accordance with applicable laws
- Ensuring that uploaded data is accurate and lawful
- Maintaining confidentiality of login credentials

15. Acceptable Use

The Customer and its Authorized Users must not:

- Use Entovist for unlawful purposes
- Attempt to gain unauthorized access to systems or data
- Interfere with the security or operation of the platform
- Upload malicious code, viruses, or harmful content
- Reverse engineer, copy, resell, or exploit the platform without authorization
- Use Entovist to store unlawful, discriminatory, or abusive content
- Misuse employee status or usage settings to avoid valid subscription fees

16. Availability and Maintenance

Entovist aims to provide a reliable and secure service. However, uninterrupted availability cannot be guaranteed.

17. Support

Entovist may provide support by email or other communication channels.

The scope and availability of support may depend on the selected subscription plan.

18. Product Changes

Entovist may improve, modify, add, or remove features from time to time.

19. Third-Party Services

Entovist may rely on third-party service providers for hosting, payment processing, analytics, security, content delivery, email delivery, location lookup, and other operational purposes.

These currently include:

- IONOS
- Cloudflare
- Stripe
- Mailjet
- Google Analytics
- Geoapify
- TrustSig

The use of such providers is described in the Privacy Policy and, where applicable, the Data Processing Agreement.

20. Intellectual Property

Entovist remains the intellectual property of Digitexia or its licensors.

The Customer receives a limited, non-exclusive, non-transferable right to use Entovist for internal business purposes during the active subscription period.

21. Feedback

If the Customer provides suggestions, ideas, or feedback regarding Entovist, Digitexia may use such feedback without obligation to compensate the Customer.

22. Confidentiality

Both parties agree to treat confidential business, technical, and operational information received from the other party as confidential.

23. Suspension

Entovist may suspend or restrict access to the platform if:

- The Customer fails to pay overdue fees
- The Customer or its Authorized Users violate these Terms
- Suspension is necessary to protect platform security
- Suspension is required by law

24. Termination

The Customer may terminate the subscription according to the selected plan, billing interval, or applicable offer.

25. Data Export and Deletion

The Customer is responsible for exporting any required data before termination of the subscription and before access to the platform ends.

After termination, Digitexia may delete Customer data within a reasonable period unless legal retention obligations require longer storage.

26. Disclaimer

Entovist supports workforce scheduling and operational planning but does not replace the Customer's responsibility to comply with applicable employment laws, working time rules, collective agreements, tax obligations, or internal company policies.

27. Limitation of Liability

To the maximum extent permitted by law, Entovist shall not be liable for indirect damages, loss of profit, loss of revenue, loss of business opportunities, or consequential damages.

28. Force Majeure

Entovist shall not be liable for delays or failures caused by events beyond reasonable control.

29. Changes to These Terms

Entovist may update these Terms from time to time.

Customers will be informed of material changes in an appropriate manner.

30. Governing Law

These Terms are governed by the laws of the Federal Republic of Germany.

31. Contact

Mahdi Ghorban Pour - Digitexia
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