**UTOR Labs Terms of Service**

Last Updated [•]

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The Website is offered to you subject to your accepting without modification all of the terms and conditions contained therein, and all other operating rules, policies (including, without limitation, UTOR’s [Privacy Policy](https://helloutora.com/wp-content/uploads/2024/03/UTORPrivacyPolicy20190319.docx) and procedures that may be published from time to time on this website by UTOR (collectively, the “**Agreement**”). **If you do not agree to these Terms, do not use our Services.** If these terms and conditions are considered an offer by UTOR, acceptance is expressly limited to these terms.

We reserve the right to make amendments, modifications, and changes to these Terms from time to time. When we do make such amendments, modifications, and changes, the “last updated” date given above will be amended accordingly. It is your responsibility to review these Terms frequently and to remain informed of any changes to them. The then-current version of these Terms will supersede all earlier versions. You agree that your continued use of the Website after such changes have been published to our Services constitutes your acceptance of such revised Terms.

1. **Licence to Use UTOR Services**
	1. Subject to these Terms, UTOR grants to you a limited, personal, non-exclusive, non-transferable licence to use our Services for your use and not for resale or further distribution. Your right to use our Services is limited by all terms and conditions set forth in these Terms. Except for your pre-existing rights and this licence granted to you, we and our licensors retain all right, title, and interest in and to our Services, including all related intellectual property rights of all nature whatsoever, whether now known or to be developed in the future.
	2. Our Services are protected by applicable intellectual property laws, including the laws of the Republic of India and international treaties. Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorise any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any of our Services; (ii) rent, lease, or sub-licence access to any of our Services; (iii) circumvent or disable any security or technological features or measures of our Services, or (iv) use the Services in a manner that overburdens, or threatens the integrity, performance, or availability of our Services. Any rights not expressly granted herein are reserved by UTOR.
	3. By using the Services you grant UTOR permission to perform tests on, collect historical and live data about, and run audits on your network, systems, website, or applications, in order to investigate the health and status thereof.
	4. You are solely responsible for allowing UTOR access to networks, information, software and applications licensed to or used or owned by you when you start using the Services and for any inconveniences, interruptions or other negative consequences thereof. Based on general experience of website security, UTOR recommends that you monitor the capacity and performance of your site while the Test is being performed and that you back up your website/application and related systems and all data therein before starting the Test. UTOR strongly recommends that you run and fully evaluate the Test solely on a test environment of your website/application.
2. **Your UTOR Account**

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with your account. You must immediately notify UTOR of any unauthorised uses of your account or any other breaches of security. UTOR will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. You agree only to use the Services via your own account or via an account created by a company or other legal entity which has expressly authorised you to use its account. You undertake not to use the Services for other purposes than for the purposes which UTOR has indicated that the Services are intended for.

1. **User Restriction**

YOU MAY ONLY USE THE SERVICES FOR NETWORKS/WEBSITES/APPLICATIONS AND IN SYSTEMS OR ENVIRONMENTS THAT YOU HAVE OBTAINED EXPLICIT CONSENT FROM THE LEGALLY AUTHORISED OWNER OF THE NETWORK/WEBSITE/APPLICATION, SYSTEM OR ENVIRONMENT TO USE THE SERVICES FOR OR IN. ANY OTHER USE IS NOT PERMITTED, VOID, AND MAY BE UNLAWFUL, AND UTOR DISCLAIMS ALL LIABILITY IN RELATION TO ANY UNAUTHORISED OR ILLEGITIMATE USE OF THE SERVICES.

1. **User** **Content**
	1. You represent and warrant that: (i) any information you provide in connection with your use of the Website is true, accurate, and complete, and you will maintain and update such information regularly; and (ii) you will respect the intellectual property and other informational and other rights of UTOR and other users.
	2. In these Terms, the content you or other users upload to the Website, includes, but is not limited to,***[***document layouts, source code, pictures, videos and other images, audio materials, graphics, document or data files, information relating to natural and other persons, messages, e-mail and other communications, files, texts, opinions, feedback, suggestions, ideas, personalisation settings and other information or content, which is or may be provided to UTOR or placed on the user’s UTOR profile page or inputted or uploaded by you via the Website or related means (“**User Content**”).***][Note: We have inserted generic terms here; please add/ modify as appropriate in UTOR’s context.]***
	3. UTOR disclaims any and all liability for your disclosure of personally identifiable or confidential information you submit via the Website to other users. It is your responsibility to ensure that Website users to whom you submit personally identifiable or confidential information will take appropriate security and non-disclosure measures.
2. **Prohibited User Content**

UTOR has the right to remove User Content at our discretion and may terminate accounts of Users who violate the Terms. You agree that you will not under any circumstances transmit any User Content (including software, text, images, or other information) that:

* 1. is unlawful or promotes unlawful activities;
	2. defames, harasses, abuses, threatens, or incites violence towards any individual or group;
	3. is pornographic, discriminatory, or otherwise victimises or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
	4. is spam, is machine- or randomly-generated, constitutes unauthorised or unsolicited advertising, chain letters, any other form of unauthorised solicitation, or any form of lottery or gambling;
	5. contains or installs any viruses, worms, malware, Trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any data or other information of any third party;
	6. infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights; or
	7. violates the privacy of any third party.
1. **Review of User Content by UTOR**

UTOR cannot and does not undertake to screen, review, edit, censor, or otherwise filter or control User Content, the behaviour of users, User Content, or the Website. UTOR may, but shall not be obliged to, review, either by manual or automated means, all User Content which is or may be uploaded on this site, and monitor or review any areas of this site where users transmit or post communications or communicate with each other or UTOR (as applicable). UTOR retains the right (but disclaims any obligation) to reject, not post, not use, remove, amend, deny access to and / or delete any User Content, without notification, which it, in its sole discretion, deems a breach of these Terms. UTOR retains the right to co-operate with any law enforcement authorities, or in response to court or other official requests directing that UTOR disclose the identity of anyone posting User Content.

1. **Disclaimer of Liability**
	1. UTOR is under no obligation to become involved in any dispute that you may have with other users or in any incident that you are party to with other users, or that are affected by or otherwise related to the Website.
	2. UTOR disclaims all liability relating to any User Content, including any error, virus, defamation, libel, obscenity, or inaccuracy contained in any User Content, whether or not arising under the laws of copyright, defamation, privacy, or otherwise, any prohibited User Content and any other User Content.
	3. UTOR disclaims all liability for unauthorised use (by other users) of User Content, and disclaims (without limitation) all liability for use of User Content which breaches any copyright, trademark rights, or other intellectual property rights of any other user or person.
	4. You are solely responsible for any damage (including to the Website) resulting from use (or submission) of any User Content or the Website (including disputes and incidents described in the preceding sections) and related transactions or occurrences. UTOR shall have no responsibility for any unauthorised access of your account, or automatic forwarding of messages and/or viruses (caused by viruses or otherwise).
2. **No Liability for Lost Data**
	1. Where UTOR provides web hosting or other services via the Website involving the provision of computer storage space, or in relation to other relevant Services, UTOR reserves the right to impose and vary limits and/or restrictions (temporary or otherwise) on the use of the Service, including, without limitation, limits on the storage provided by reference to storage space, time/age of files, number and/or size of files, amount of data down- or uploaded or any other criteria UTOR may specify. Without limiting the following paragraph, material, which exceeds any such limit, may be deleted or not accepted for such storage.
	2. UTOR shall not be liable for any loss, deletion, removal, or failure of delivery to the intended recipient of User Content, whether caused by computer virus, unauthorised access or otherwise. You are encouraged to retain a back-up copy of all User Content and you undertake that you shall do so in respect of all uploaded User Content. UTOR reserves the right to deny access to this site and delete User Content at any time without notice.
3. **Disclaimer of Warranties and Limitation of Liability**

Given the very nature of software code and development, there may, despite all reasonable precautions and diligence on our part, be unforeseen errors, breakages, downtime, bugs, or crashes affecting the Website or the applications on the Website. UTOR does not make any representation, warranty or guarantee, whether on behalf of itself or third parties, that the applications, Website, products, functions, or services offered or made available by it will be error-free or work uninterrupted, or that the Website, applications, or servers will be free of viruses or other harmful components, and you hereby expressly accept any and all associated risks involved with your use thereof. You agree and undertake that you are accessing the Website and application and transacting at your sole risk, using your best and prudent judgement.

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK, WHICH IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE AND OUR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES OR ANY SERVICE CONTENT, AND YOU RELY ON THE SERVICES AND SERVICE CONTENT AT YOUR OWN RISK. ANY MATERIAL THAT YOU ACCESS OR OBTAIN THROUGH OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY DATA, INFORMATION, OR MATERIAL THROUGH OUR SERVICES.  SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF OUR SERVICES. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF US AND OUR SUPPLIERS AND LICENSORS OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS, IF ANY, THAT YOU HAVE PAID TO US FOR YOUR USE OF THE SERVICES.

1. **Indemnity**

You will indemnify and hold us, our suppliers and licensors, and our respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from any costs, damages, expenses, and liability caused by your use of the Website, including, without limitation, User Content, your violation of these Terms, or your violation of any rights of a third party through use of the Website or User Content.

1. **Miscellaneous**
	1. This Agreement constitutes the entire agreement between UTOR and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorised executive of UTOR, or by the posting by UTOR of a revised version. In some cases, UTOR executes a Service Level Agreement, or a written agreement by whatever other name called (“**SLA**”), with certain customers. In such cases, this Agreement and such SLA shall constitute the entire agreement between UTOR and the contracting party concerning the subject matter hereof, and in the event of any conflict between such SLA and this Agreement, the provisions of this Agreement shall prevail.
	2. Except to the extent applicable law, if any, provides otherwise, this Agreement and any access to or use of the Website will be governed by the laws of the Republic of India, including its conflict of law provisions. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the courts at Bengaluru, India.
	3. You agree that we may reference you as our customer, and that we may reasonably use, on a royalty-free basis, your name, trademark, or logo for such purpose.
	4. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
	5. You may not assign your rights under this Agreement to any other party without UTOR’s express written consent; UTOR may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.