

Aigoritma Inc - Octai Terms of Service v3(10.04.2024)

1. Our Service

1. Octai Intelligence is a software application (“Service”) provided by Aigoritma Inc (“Octai”, “us”, “our” or “we”) to you as our customer (“you” and “your”).
2. These Terms and Conditions (“Terms and Conditions”) apply to the order by you and supply of services by us to you (“Contract”). We reserve the right to amend these Terms and Conditions at any time. You should refer to the Terms and Conditions on our website from time to time.
3. Use of this Service and additional Services introduced by Octai and contained within the Octai application constitutes acceptance by you of these Terms and Conditions and any amended Terms and Conditions that may be published.

2. Eligibility

1. You must be a minimum age of 18 to register on and use the Service. By registering and using the Service you warrant that you are 18 years or older and understand your obligations under these Terms and Conditions.

3. Registration and Account Integrity

1. As part of the registration process you will need to create an account including a username and password. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account or username and password using the names and information of another person or use words that are the trademarks or the property of another party (including ours), or are vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account breach.
2. Where we provide an organisation with a number of user licenses for the Service these must be adhered to. User licenses cannot be shared between users. A breach of this clause will result in termination of accounts and/or all accounts provided to the organisation.
3. If for any reason you suspect that your username and password has been disclosed to or obtained by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their username and password or other details.

4. Pricing, Plans and Features

1. For current pricing and plans please see the pricing page located on our website.
2. We reserve the right to change pricing, plans and the features offered at any time and without notice to you.

3. We reserve the right, in our sole discretion, to charge for our subscription plans and features and to adjust any pricing associated with or incurred during the use of the Service, or any components thereof. You must meet the requirements of any fair usage policy detailed in the Master Service Agreement in place from time to time, and if you fail to meet the requirements in any fair usage policy we may, at our sole discretion, limit your access to certain features during your use of the Service.

5. Payment and Credit Control

1. All Services are billed monthly in advance.
2. If you upgrade from a free or trial account you will be immediately charged for the full account or accounts. Where you have a Monthly account your monthly payment will be due from that date each month onwards.
3. Where the Service has been paid for 12 months or more in advance, (where this option is offered by us) payment will be taken in full on each anniversary (unless the account holder has requested to cancel prior to this date).
4. It is a condition of use that a valid payment method is provided at all times in order for your account or accounts to remain active.
5. Where a payment request is made by us and is declined by your card company or bank (for whatever reason) access to your account or accounts may be suspended immediately until such time as a valid payment has been processed and a valid payment method is associated with your account or accounts.

6. Cancellation

1. You can cancel your Octai subscription and give us 30 days' notice by completing the cancellation form, which can be obtained by sending an email to support@octai.com. *Please note that the cancellation process will not be triggered until a completed cancellation form has been received by us.)*
2. Cancellation by any other means, including (but not limited to) telephone call, fax, text or live chat is not valid.
3. No refunds will be provided for remaining unused days under a Monthly account or Annual accounts.
4. For Annual subscriptions cancelled within the first 12 months will need to continue paying until the 12 months has expired. [No refund will be offered for days remaining in a Monthly cancellation].

7. Upgrading or Downgrading Accounts

1. Users have the ability to upgrade or downgrade their accounts and the Services offered at any time.
2. Where an account is downgraded the applicable user will be responsible for all the data within the account and any loss of data caused by the downgrading and removal of any Service within the account connected to the downgrade.
3. Users should backup and download account data prior to requesting a downgrade in Service.

4. No refunds will be offered for downgraded Monthly accounts that have been downgraded before the monthly charge is due on the account. The new lower monthly charge will be automatically applied on the usual date of the monthly charge.
5. Where an account is upgraded, the new higher monthly charge will be automatically applied on the next usual date of the monthly charge.
6. In the case of Annual accounts (where offered) no refund will be offered for all complete remaining months of the Service where the user downgrades the account. No refund will be offered for days remaining in the month of the downgrade.
7. Where an Annual account is upgraded the increased charge will be applied immediately to the account for the additional amount due until the anniversary date.

8. Trial and Offer Periods

1. Trial or offer periods are offered at our sole discretion and are subject to withdrawal at any time and without notice.
2. These Terms and Conditions apply to all accounts, including trial or offer period accounts.

9. Technical Support

1. Technical support is provided via email and such other means as we decide in order to provide a proper Service to users.
2. We reserve the right not to provide technical support Service to free or trial account users or to any user if we deem the request unreasonable.

10. Specific Service Rules

1. As a user you agree not to do any of the following but not limited to;
 1. Abuse, harass, threaten, stalk, defame or in anyway seek to violate the rights of Octai, another user of the service or third party.
 2. Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.
 3. Use or harvest data provided by other users in a way that they would object to.
 4. Encourage illegal activity or activity that violates the rights of other Service users or third parties, whether individuals or organisations.
 5. Supply or post content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.
 6. To pose as another user, third party or organisation employee for the purposes of obtaining user or third party information.
 7. To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or any other equipment.

8. Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the Services provided by or relied upon by us and users.
 9. Reframe or repurpose the Service or any content on it, remove, obscure or block any notices (and advertising as applicable) provided by us on the Service.
 10. Load or provide access to content on the Service or link to other content from the Service, which infringes the trademark, patent, trade secret or any other proprietary right of a third party or infringes any intellectual property law.
 11. Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.
 12. Use any robot, spider, scraper or other technical means to access the Service or any content on the Service.
2. A breach of these Terms and Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications will cause harm to us and to the Service. Such harm is difficult to quantify and as such you agree to pay us the sum of \$50 for each and every individual email or other communication sent to a user or third party.
 3. The above list (10.1) is not intended to be exhaustive, We reserve the right to remove (without notice) any content and suspend or terminate (without notice) the account of any user who in our sole judgement is in the breach of these Terms and Conditions.

11. Intellectual Property Rights

1. All intellectual property rights (“**IP Rights**”) in or arising out of or in connection with the Services (other than IP Rights in any materials provided by you) will be owned by us.
2. For the avoidance of doubt IP Rights include patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
3. We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of your use of the Service to copy the deliverables specified in your order for the purpose of receiving and using the Services and such deliverables in your business.
4. You warrant and undertake to us that you may not sub-license, assign or otherwise transfer the rights granted in Clause 11.3.

12. Content Ownership

1. As a user you retain all ownership rights to content provided by you. You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you
2. You warrant that any content provided by you does not belong to a third party whose rights have been violated by the content being posted on to the Service. Furthermore if any content is owned by a third party you agree to pay all royalties, fines and settlements owed to that party, without seeking any contribution from us.

13. Copyrighted Material

1. We do not condone or encourage in any way the posting of copyrighted or proprietary content or information by any users who are not the legal owners of such content.
2. Where notified of such breaches by the owner of such content we will remove the content from the Service as soon as practicable. But only where we can reasonably ascertain the true owner of such content.
3. If as the owner of such content you believe that your rights have been infringed you should contact us as soon as possible and provide all relevant information in writing.

14. Content Monitoring

1. Users can freely add content to the Service. We do not monitor or assume any responsibility for content posted onto the Service. If at any time we decide to monitor the Service on any occasion it does not mean that we assume responsibility for removing any content or the conduct of any users at the time or in the future.

15. Termination

1. We may terminate your user account and all content and materials associated with it at any time where these Terms and Conditions have been breached. Such termination can be without notice. As a user you can choose to terminate your account at any time (subject to any payment plan entered into) and are free to remove any content you have created on termination.
2. Various clauses within these Terms and Conditions are designed to survive and continue after termination, including (but not limited to) clauses 11 and 18.

16. Access and Backups

1. We take all reasonable steps to ensure that the Service is available and functioning fully at all times. However, we do not accept any responsibility for “down-time” or poor performance of our servers or infrastructure, or where the Service is unavailable for any other reason, whether within or outside our direct control.

2. You are solely responsible for backing up any content or data entered onto the Service by you. We strongly recommend that you regularly and completely backup all of your content and data on the Service.

17. Disclaimer

1. We are not responsible for the accuracy of any content on the Service, nor any advertisements placed on the Service.
2. We are not responsible for any links to third party websites from the Service and the inclusion of any link does not imply an endorsement of a third party website or Service by us.

18. Limitation of Liability

1. Subject to Clause 18.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 75% of the total amount paid to us for the Services during the 12 months prior to the date on which the relevant liability was notified to us.
2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 1. death or personal injury caused by negligence;
 2. fraud or fraudulent misrepresentation; and
 3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
3. Subject to Clause 18.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 1. loss of profits;
 2. loss of sales or business;
 3. loss of agreements or contracts;
 4. loss of use or corruption of software, data or information;]
 5. loss of or damage to goodwill; and]
 6. any indirect or consequential loss.
4. Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of you having grounds to make a claim in respect of the event and shall expire 2 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

19. Indemnity

1. You agree to indemnify and hold us and our subsidiaries, affiliates and partners and their respective officers and employees harmless from any loss, fines, fees, liability or claim made by any third party arising from your breach of these Terms and Conditions whilst using the Service or any other Service provided by us.

20. Privacy

1. Use of the Service is also governed by our [Data Processing Addendum](#), which is incorporated into these Terms and Conditions by this reference.

21. Severability

1. The foregoing paragraphs, sub-paragraphs and clauses of these Terms and Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

22. Waiver

1. Failure by us to enforce any accrued rights under these Terms and Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

23. Jurisdiction

1. These Terms and Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

24. Use of third party Services

1. As part of the implementation Service, we may recommend the use of third parties for specific development or integrations required by you.
2. **We are not responsible for any issues or delays with any third-party technology, information and/or Services and will not be liable for those issues.**
3. **You are entitled to introduce to us another third party development agency with who you already have an existing relationship.**