

Terms and Conditions

Last Updated: 22nd June 2025

Please read these Terms and Conditions ("Terms") carefully before using our services. By accessing or using our website, mobile application, or any related services (collectively, the "Service"), you agree to be bound by these Terms **and our Privacy Policy**. If you do not agree with any part of the Terms or the Privacy Policy, you must not use the Service.

1. Acceptance of Terms

By creating an account or otherwise using the Service, you acknowledge that you have read, understood, and agree to comply with these Terms. These Terms constitute a binding agreement between you and **Machine Agents** ("Company", "we", or "us"). If you are using the Service on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

2. Eligibility and Account Responsibilities

- **Eligibility:** You must be at least the age of majority in your jurisdiction (or have parental/guardian consent) to use our Service. By using the Service, you represent that you meet this eligibility requirement and that the information you provide during registration is accurate and complete.
- **Account Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You should use a strong password and limit access to your devices to protect your account.
- **Account Usage:** You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with these requirements.

3. Permitted Use of the Service

We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Service for its intended purposes, subject to your compliance with these Terms. Your use of the Service must be lawful and in accordance with these Terms. You agree to use the Service only for legitimate purposes, and **not to violate any applicable laws or regulations** while using it.

4. Prohibited Activities

You **must not** misuse the Service. In particular, when using our Service, you agree **not** to engage in any of the following prohibited activities:

- **Unlawful Use:** Do not use the Service for any illegal purpose or to promote any unlawful activities. This includes refraining from posting or transmitting any content that is fraudulent, defamatory, harassing, or abusive.
- **Intellectual Property Infringement:** Do not upload, post, or share content that infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party. You must have the necessary rights or permissions to share any content you submit.
- **Disruption and Hacking:** Do not attempt to interfere with or disrupt the integrity or proper functioning of the Service. This includes prohibitions on introducing viruses or malicious code, **hacking, scraping**, or bypassing any measures we use to secure the Service and our systems.
- **Unauthorized Access:** Do not attempt to gain unauthorized access to any account, data, computer system, or network associated with the Service. Similarly, you may not impersonate any person or entity or misrepresent your affiliation with any person or entity while using the Service.
- **Automated Use:** Unless expressly permitted, do not use any automated system (such as scripts, bots, or web crawlers) to access the Service or extract data. Excessive or malicious automated use of the Service is strictly forbidden.

Violation of any of the above may result in immediate termination or suspension of your right to use the Service (see **Termination** section below), and may expose you to legal consequences.

5. User Content and Conduct

If our Service allows you to submit, upload, or share content (such as text, images, or other materials), the following terms apply:

- **Your Content Ownership:** You retain any intellectual property rights you already hold under law in content you submit to the Service ("User Content"). We **do not claim ownership** over your User Content. However, by submitting User Content, you grant us a worldwide, non-exclusive, royalty-free license to use, store, reproduce, modify, create derivative works from, display, and distribute your User Content as necessary to provide the Service and as otherwise permitted by our Privacy Policy. This license ends when you delete your User Content or your account unless it has been shared with others and they have not deleted it.
- **Your Content Responsibilities:** You are solely responsible for the content you submit. This means you must ensure your User Content does not violate any laws or infringe anyone's rights (including intellectual property and privacy rights). We are not responsible for any public display or misuse of your User Content.
- **Monitoring and Removal:** We reserve the right (but have no obligation) to review, monitor, or remove User Content at our sole discretion, at any time, for any reason without notice. This includes content that we determine is unlawful, offensive, threatening, libelous, defamatory, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms.
- **Feedback:** If you provide feedback, suggestions, or ideas about the Service to us ("Feedback"), you agree that we are free to use and incorporate such Feedback in our products or services without any obligation to you.

6. Intellectual Property Rights

All rights, title, and interest in and to the Service (including all content, information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are and will remain the exclusive property of **Machine Agents** and its licensors. Our trademarks, logos, and brand elements are owned by the Company and protected under applicable intellectual property laws. We **do not grant** you any right or license to use the Company's trademarks or logos, except as expressly provided in these Terms or with our prior written consent.

You may not duplicate, copy, sell, resell, exploit, or otherwise use any portion of the Service, use of the Service, or access to the Service for any commercial purpose without our express written permission. Unauthorized use of the intellectual property or content on the Service may violate copyright, trademark, and other laws. We reserve all rights not expressly granted to you in these Terms.

7. Privacy and Data Protection

Your privacy is important to us. Our **Privacy Policy** explains how we collect, use, store, and protect your personal information when you use our Service. By using the Service, you **consent** to such collection and use of your information as described in the Privacy Policy. We strongly encourage you to read the Privacy Policy to understand our practices. If you have any questions about how we handle data, please refer to the Privacy Policy or contact us as indicated in that policy.

Note: The Privacy Policy is a separate document that is incorporated by reference into these Terms. In case of any inconsistency between these Terms and the Privacy Policy regarding the handling of personal data, the terms of the Privacy Policy will govern with respect to personal data matters.

8. Payment, Fees, and Purchases

If you purchase any products or services from us (for example, if the Service includes paid features, subscriptions, or e-commerce components), the following terms apply:

- **Prices and Taxes:** All prices are provided in United States Dollars unless stated otherwise. You are responsible for any applicable taxes or governmental fees due at the time of purchase. Prices and availability of products or services are subject to change at any time, but any such change will not affect orders that have already been placed.
- **Payment Terms:** Payments must be made using the payment methods we make available. You agree to provide current, complete, and accurate billing and account information for all purchases. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms, and we reserve the right to suspend or terminate your access to the paid features.
- **Subscriptions:** If you enroll in a subscription service, your subscription will automatically renew at the end of each billing cycle unless you cancel it in accordance with our cancellation procedures. We will inform you of the renewal and any change in pricing beforehand, in compliance with applicable laws. You can cancel future renewals at any time, but no proration or refunds will be provided for the current billing period after cancellation (unless required by law or explicitly stated in a refund policy).

- **Refunds:** All purchases are final and non-refundable unless we expressly provide a refund policy. If a refund policy is provided (for example, a money-back guarantee period), refunds will be handled according to that policy's terms. Any refund granted will be credited to the original payment method.

9. Third-Party Links and Services

Our Service may contain links to third-party websites or integrate third-party services that are not owned or controlled by **Machine Agents**. These links are provided for your convenience only. We have no control over and assume no responsibility for the content, privacy policies, terms, or practices of any third-party websites or services.

- **Links:** Accessing any third-party link from our Service is at your own risk. We do not endorse or assume any responsibility for those external sites, and you agree that we will not be liable for any loss or damage that may arise from your use of them.
- **Third-Party Services/Integrations:** If our Service integrates or uses third-party services (for example, a payment processor or a social media sharing feature), use of those features may be subject to additional terms of the third-party provider. We are not responsible for the actions, content, or services of any third party.
- **Your Responsibility:** You should review the applicable terms and policies of any third-party website or service that you visit or use through our Service, including their privacy and data gathering practices.

10. Disclaimer of Warranties

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by applicable law, **Machine Agents** disclaims all warranties, express or implied, relating to the Service and your use of it. This includes, but is not limited to, implied warranties of **merchantability, fitness for a particular purpose, title**, and **non-infringement**, as well as any warranties that access to or use of the Service will be uninterrupted or error-free.

- We do **not guarantee** that the information or content provided on the Service is accurate, complete, or current. You understand that use of the Service is at your own discretion and risk.
- No advice or information (whether oral or written) obtained from the Company or through the Service shall create any warranty not expressly stated in these Terms.
- We make no guarantees about the availability, quality, or reliability of the Service, or that the Service will meet your expectations or requirements.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. In such cases, any implied warranties are limited to the minimum scope and duration permitted by applicable law.

11. Limitation of Liability

To the maximum extent permitted by law, **Machine Agents** and its directors, officers, employees, agents, partners, and licensors **shall not be liable** for any indirect, incidental, special, consequential, or punitive

damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your access to or use of (or inability to access or use) the Service;
- Any conduct or content of any third party on or related to the Service, including any defamatory, offensive, or illegal conduct of other users or third parties;
- Any content obtained from the Service, or reliance on any content or information provided by the Service; and
- Unauthorized access, use, or alteration of your transmissions or content.

In no event shall **Machine Agents**'s total liability to you for all claims arising out of or related to these Terms or the Service **exceed the amount** you paid to us (if any) in the past six (6) months for the specific service giving rise to the claim, or **USD \$100** if no such payments have been made, whichever is greater.

These limitations apply even if we have been advised of the possibility of such damages and even if a remedy fails of its essential purpose. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation **may not apply** to you. In such jurisdictions, our liability will be limited to the fullest extent permitted by law.

12. Indemnification

You agree to **indemnify, defend, and hold harmless Machine Agents** and its affiliates, officers, directors, agents, partners, and employees from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees and costs) that arise from or relate to:

1. Your use or misuse of the Service;
2. Your violation of these Terms or of any law or regulation;
3. Your violation of any rights of any third party (including intellectual property rights or privacy rights);
or
4. Any content that you post or submit to the Service (including any allegations that such content infringes or otherwise violates the rights of a third party).

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (in which case you agree to cooperate with our defense of that claim). This indemnification obligation will survive any termination of your account or of the Service.

13. Termination

We may terminate or suspend your access to the Service **at any time**, with or without notice, for any reason, including if we believe you have violated these Terms or if we decide to discontinue the Service. Upon termination, your right to use the Service will immediately cease.

- If you have a registered account, you may also terminate your account at any time by contacting us or by using any account termination functionality that might be available within the Service.
- Please note that termination of your account may result in the deletion of your account information and any content associated with your account. We are not liable to you or any third party for any termination of your access to the Service or deletion of your content.

- Even after termination, the following provisions of these Terms will remain in effect: **Intellectual Property Rights, Disclaimer of Warranties, Limitation of Liability, Indemnification, Governing Law, Dispute Resolution, and General Provisions**, as well as any other sections that by their nature should survive termination.

14. Governing Law

These Terms and any dispute arising out of or related to these Terms or the Service will be governed by and interpreted in accordance with the laws of **India**, without regard to its conflict of law principles.

If you reside outside of India, you explicitly agree that your use of the Service is subject to the laws of India. **Machine Agents** and you both consent to the exclusive jurisdiction of the courts located in **Bhopal, Madhya Pradesh** (or, if applicable, to **arbitration in Bhopal** as set forth in the Dispute Resolution section below) to resolve any dispute, claim, or controversy that arises in connection with these Terms or the Service.

15. Dispute Resolution

For example, if using arbitration:

- **Arbitration Agreement:** You and **Machine Agents** agree that any dispute or claim arising out of or relating to these Terms or the use of the Service shall be finally resolved by **binding arbitration** administered by [Arbitration Organization] in accordance with its [Rules], rather than in court, except that you may assert claims in small claims court if your claims qualify.
- **Arbitration Procedures and Fees:** [Outline how arbitration will be conducted, how fees will be handled, location of arbitration, etc.]
- **Opt-out and Rights:** [Provide information on the ability to opt-out of arbitration if applicable, and that both parties waive the right to a trial by jury, etc.]

If no arbitration clause is needed, simply clarify that any disputes will be handled by the courts of the specified jurisdiction as noted above in **Governing Law**.

16. Changes to These Terms

We reserve the right to modify or update these Terms at any time. If we make material changes, we will provide you with notice through the Service or by other means (such as by email to the address associated

with your account) prior to the change becoming effective. **It is your responsibility to review these Terms periodically.**

- **Advance Notice:** When we post modifications to these Terms, we will indicate the date of the latest revision at the top of this page. In some cases, we may provide additional notice (such as adding a statement on our homepage or sending you a notification).
- **Acceptance of Changes:** By continuing to access or use the Service after updated Terms have become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, you must stop using the Service.

17. General Provisions

- **Entire Agreement:** These Terms (**together with the Privacy Policy**) constitute the entire agreement between you and **Machine Agents** regarding your use of the Service, and supersede any prior agreements or understandings, whether written or oral, relating to the same subject matter.
- **Severability:** If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.
- **No Waiver:** Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of **Machine Agents**.
- **Assignment:** You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may freely assign or transfer these Terms (in whole or in part) as part of a merger, acquisition, sale of assets, or by operation of law or otherwise. These Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.
- **No Agency:** No joint venture, partnership, employment, or agency relationship exists between you and **Machine Agents** as a result of these Terms or your use of the Service. You do not have any authority of any kind to bind the Company in any respect.
- **Force Majeure: Machine Agents** will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond our reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
- **Headings:** The section titles in these Terms are for convenience only and have no legal or contractual effect.

18. Contact Information

If you have any questions, concerns, or comments about these Terms or the Service, you can contact us at:

Machine Agents

We will endeavor to respond to your inquiries promptly.

By using the Service, you acknowledge that you have read and understood these Terms and agree to be bound by them. Thank you for using **Machine Agents**!
