

Terms of Service

Last Updated: 1st December 2023

These Terms of Service ("Agreement") govern your access to, and use of the services provided by LightRay Inc. ("we," "us," or "our") through our platform and website www.lightray.ai (the "Platform"). By accessing or using the Platform, you agree to be bound by this Agreement.

Use of the Platform

1.1 Eligibility:

You must be at least 18 years old and have the legal authority to enter into this Agreement. By using the Platform, you represent and warrant that you meet these eligibility requirements.

1.2 User Account:

To access certain features or services on the Platform, you may need to create a user account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized access or use of your account.

1.3 Prohibited Activities:

You agree not to engage in any of the following activities in connection with your use of the Platform:

- Violating any applicable laws, regulations, or third-party rights.
- Attempting to interfere with or disrupt the Platform's functionality or security.
- Uploading, transmitting, or distributing any harmful or malicious content.
- Engaging in any fraudulent, deceptive, or abusive behaviour
- Misrepresenting your identity or impersonating any person or entity.
- Collecting or harvesting any data or personal information without proper authorization.
- Engaging in any other activity that may harm the Platform or its users.

Intellectual Property

2.1 Ownership:

All intellectual property rights in the Platform, including but not limited to copyrights, trademarks, and trade secrets, belong to us or our licensors. You acknowledge that you have no ownership or proprietary rights in the Platform or its content.

2.2 License:

Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable license to access and use the Platform solely for your internal use and in accordance with this Agreement.

Data and Privacy

3.1 Data Usage:

You understand and acknowledge that the Platform involves the use and processing of data. You retain ownership of any data you upload or provide through the Platform. By using the Platform, you

grant us a limited license to use, analyze, and process your data for the purpose of providing the services and improving our offerings.

3.2 Privacy:

Your use of the Platform is subject to our Privacy Policy, which explains how we collect, use, and disclose personal information. By using the Platform, you consent to our privacy practices as described in the Privacy Policy.

Disclaimer of Warranties

4.1 Platform Availability:

We strive to provide a reliable and secure Platform, but we do not guarantee that the Platform will be error-free or uninterrupted. The Platform is provided on an "as-is" and "as-available" basis, without any warranties of any kind, whether express or implied.

4.2 Content and Services:

We do not endorse, guarantee, or assume responsibility for the accuracy, completeness, or reliability of any content or services provided by third parties through the Platform. Your interactions with third-party content and services are solely between you and the third party.

Limitation of Liability

To the fullest extent permitted by applicable law, we shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or in connection with your use of the Platform, even if we have been advised of the possibility of such damages. In no event shall our total liability exceed the fees paid by you, if any, for accessing or using the Platform during the six (6) months preceding the claim.

Indemnification

You agree to indemnify, defend, and hold us harmless from any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the Platform, your violation of this Agreement, or your infringement of any intellectual property or other rights of any person or entity.

Termination

We may suspend or terminate your access to the Platform, in whole or in part, at any time and for any reason without prior notice or liability. Upon termination, your right to access or use the Platform will immediately cease, and you must cease all use of the Platform and delete any copies of the Platform or its content in your possession.

General Provisions

8.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India & United States. Any legal action or proceeding arising out of or in connection with this Agreement shall be brought exclusively in the courts of India & United States.

8.2 Entire Agreement:

This Agreement constitutes the entire agreement between you and us regarding your use of the Platform and supersedes any prior or contemporaneous agreements, communications, or understandings, whether oral or written.

8.3 Modifications:

We reserve the right to modify this Agreement at any time, in our sole discretion. Any changes or updates to this Agreement will be posted on the Platform, and the "Last Updated" date will indicate the latest revision. Your continued use of the Platform after any modifications to this Agreement constitutes your acceptance of the updated terms.

8.4 Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Contact Us

If you have any questions, concerns, or requests regarding this Agreement or your use of the Platform, please contact us at legal@lightray.ai