

# Terms of Services

Upsilon Workshop team

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## 1 Preface

This document is a legal agreement between you and Upsilon Workshop. It describes the terms and conditions under which you are allowed to use the Upsilon Workshop website and services. If you do not agree to the terms and conditions of this agreement, you are not allowed to use the Upsilon Workshop website and services.

## 2 Definitions

- “Upsilon Workshop” refers to the every service provided by Upsilon Workshop, including the website and the API

## 3 Terms of Service

### 3.1 Acceptance of Terms

By using Upsilon Workshop, you agree to be bound by the terms and conditions described in this document. Upsilon Workshop reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <https://yaya-cout.github.io/Upsilon-Workshop/assets/legal/tos.pdf>.

Violation of any of the terms below will result in the termination of your Account. While Upsilon Workshop prohibits such conduct and Content on the Service, you understand and agree that Upsilon Workshop cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

### 3.2 Account Terms

- You must be 13 years or older to use this Service.
- You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
- You must provide a valid email address.
- You are responsible for maintaining the security of your account and password. Upsilon Workshop cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
- You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright).
- You may not use the Service to earn money without the explicit permission of Upsilon Workshop.
- Upsilon Workshop reserves the right to refuse service to anyone for any reason at any time.

### 3.3 API Terms

- Abuse or excessively frequent requests to Upsilon Workshop via the API may result in the temporary or permanent suspension of your account’s access to the API. Upsilon Workshop, in its sole discretion, will determine abuse or excessive usage of the API. Upsilon Workshop will make a reasonable attempt via email to warn the account owner prior to suspension,

however, Upsilon Workshop reserves the right to suspend your API access without warning.

- Upsilon Workshop reserves the right at any time to modify or discontinue, the API (or any part thereof) with or without notice.
- Upsilon Workshop shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the API.

### **3.4 User Conduct and Content**

- You understand that all Content posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated.
- You understand that Upsilon Workshop does not control, and is not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.
- You understand that Upsilon Workshop reserves the right to refuse to accept, post, display, or transmit any Content in its sole discretion.

### **3.5 General Conditions**

- Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
- The service can be modified, suspended or discontinued at any time without notice.
- Even if we try to keep the service up and running, we cannot be held responsible for any errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications.
- Even if we try to keep your data safe, we cannot be held responsible for any loss of data or stolen data. You shouldn’t store any sensitive data on the service (like passwords, credit card numbers, etc.). You should always keep a backup of your data.

### **3.6 Copyright and Content Ownership**

- We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.
- Upsilon Workshop does not pre-screen Content, but Upsilon Workshop and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
- The look and feel of the Service is copyleft, but user generated Content is not. The whole source code (Frontend and Backend) is available on GitHub under the AGPLv3 license.

### **3.7 Disclaimer of Warranty**

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

### **3.8 Limitation of Liability**

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **3.9 Interpretation of the disclaimer of warranty and limitation of liability**

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **3.10 Contact**

If you have any questions about this Terms of Service, please contact us at [yaya.cout@ik.me](mailto:yaya.cout@ik.me). If you want to encrypt your email, you can use my personal

GPG key ID: [0xC724BB4077135315](#) Since I am the only one working on this project, I will answer you as soon as possible, but please be patient.

### **3.11 Other documents**

- [Privacy Policy](#)