TERMS & CONDITIONS FOR BETA SOFTWARE

THIS PAGE (TOGETHER WITH THE DOCUMENTS REFERRED TO ON IT) CONTAINS THE TERMS AND CONDITIONS OF USE OF “KUTATKU BETA SOFTWARE” TO BE ACCEPTED BEFORE USING OF ANY “KUTATKU BETA SOFTWARE” ONLINE AND/OR AS A WEB APPLICATION. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY SOFTWARE ON THIS WEBSITE AND/OR SERVER. YOU SHOULD UNDERSTAND THAT BY USING ANY SOFTWARE ON THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND KUTATKU LLC. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, ABANDON THE REGISTRATION PROCESS AND DO NOT INSTALL OR USE “KUTATKU BETA SOFTWARE”.

1. BETA USER CONDITIONS

1.1 Your use of the KUTATKU Beta Software is governed by these terms and conditions (“Beta User Conditions”) which you should read carefully before using KUTATKU Beta Software. These Beta User Conditions represent a binding contract between KUTATKU LLC and you. If you do not agree with these Beta User Conditions, please do not subscribe or use KUTATKU Beta Software.

1.2 KUTATKU Technologies may update or amend these Beta User Conditions at any time. KUTATKU LLC will communicate such changes to you via the email address you provided at subscription.

1.3 These Beta User Conditions apply to you regardless of how you have accessed the KUTATKU Beta Software and regardless of the territory in which you live or conduct business.

2. KUTATKU BETA SOFTWARE; LIMITED WARRANTY AND LIABILITY

2.1 Although utilizable by experienced users, KUTATKU Beta Software in all its forms is still being developed, tested and evaluated. KUTATKU Beta Software has not been released for sale, distribution or any use by the general public.

2.2 KUTATKU BETA SOFTWARE IN ALL ITS FORMS (WEB OR MOBILE APP) IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USE OF KUTATKU BETA SOFTWARE IS ENTIRELY AT YOUR OWN RISK AND MAY VOID WARRANTY ON YOUR PRODUCT. SHOULD KUTATKU BETA SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY MAINTENANCE, SERVICING OR REPAIR. IT IS THEREFORE YOUR RESPONSIBILITY TO TAKE ADEQUATE PRECAUTION AGAINST POSSIBLE DAMAGES RESULTING FROM THE USE OF KUTATKU BETA SOFTWARE. KUTATKU BETA SOFTWARE SHOULD UNDER NO CIRCUMSTANCES BE USED ON SENSITIVE AND/OR VALUABLE DATA. IF YOU ARE IN ANY DOUBT, PLEASE DO NOT INSTALL AND/OR USE KUTATKU BETA SOFTWARE.

2.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KUTATKU TECHNOLOGIES WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE KUTATKU BETA SOFTWARE (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 KUTATKU BETA SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS). IN NO EVENT SHALL KUTATKU TECHNOLOGIES’ LIABILITY EXCEED THE PRICE YOU PAID FOR KUTATKU BETA SOFTWARE, IF APPLICABLE.

2.4 WE EXPRESSLY REPRESENT THAT KUTATKU BETA SOFTWARE IS NOT A FINAL PRODUCT AND, AS SUCH, MAY CONTAIN VARIOUS ERRORS, DEFECTS AND IT MAY BE UNSTABLE. WE DO NOT RECOMMEND INSTALLING KUTATKU BETA SOFTWARE DURING FULL OR EVERYDAY OPERATION. FURTHERMORE, WE DO NOT RECOMMEND TO INSTALL KUTATKU BETA SOFTWARE UNLESS YOU ARE AN EXPERIENCED USER.

3. NO TECHNICAL SUPPORT

KUTATKU Technologies will not provide any technical support, maintenance or any other services for any KUTATKU Beta Software.

4. NO UPDATES

KUTATKU Technologies will not provide any updates to KUTATKU Beta Software, any updated content utilized by KUTATKU Beta Software (such as modules, specs, features, or design) (“Updates”). However, should KUTATKU Technologies in its sole discretion provide you with any Updates, such Updates will be deemed to form part of KUTATKU Beta Software for all purposes under these Beta User Conditions, unless other terms of use are provided by KUTATKU LLC in connection with such Updates.

5. COPYRIGHT LICENSE

Specific terms and conditions of a copyright license granted to you by KUTATKU LLC and entitling you to use KUTATKU Beta Software for the purposes of evaluation and testing are included in the End User Software License Agreement concluded between KUTATKU LLC and you (EULA). In order to use the Beta Portal and to use the KUTATKU Beta Software you are required to accept these Beta User Conditions, the EULA and KUTATKU LLC Privacy Policy.

6. FEEDBACK

You will give KUTATKU LLC feedback about KUTATKU Beta Software consisting of, without limitation, your suggestions, comments or any other feedback, whether it is required or provided on a voluntary basis (“Feedback”). If you provide KUTATKU LLC with any Feedback, as part of the testing and evaluation of KUTATKU Beta Software, you agree that: (a) KUTATKU LLC may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any KUTATKU LLC product, specification or other documentation; and (b) you will not give KUTATKU LLC any Feedback (i) that you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to license terms that seek to require any KUTATKU LLC product incorporating or derived from any Feedback, or other KUTATKU LLC intellectual property, to be licensed to or otherwise shared with any third party.

7. PRIVACY POLICY

KUTATKU Technologies recognizes the importance of maintaining the privacy of personal data which it collects and processes. By accepting these Beta User Conditions, you expressly agree to be bound by the KUTATKU LLC Privacy Policy.

8. CONFIDENTIALITY

8.1 KUTATKU Beta Software, any information relating to beta testing progress and results, the Feedback, any product-related information and any other proprietary technology or know-how provided to you in whatever form by KUTATKU Technologies through the Beta Portal or in connection with testing and evaluation of KUTATKU Beta Software is confidential (“Confidential Information”).

8.2 You will keep, and ensure that any and all persons, firms, companies or organizations associated with you keep, all Confidential Information confidential and not disclose it to any person, unless permitted under this clause. This confidentiality obligation does not apply to the disclosure of Confidential Information which: (a) is or comes into public domain, except through breach of the confidentiality obligation under this clause; (b) comes lawfully into your possession from a third party who is not bound by a confidentiality obligation relating to such Confidential Information; (c) is required to be disclosed by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or any law, provided that you will promptly notify KUTATKU LLC in writing, or (d) is disclosed by you with KUTATKU LLC’s prior written consent.

8.3 UNDER NO CIRCUMSTANCES MAY ANY INFORMATION ABOUT THE TESTING PROGRESS AND/OR RESULTS BE PROVIDED TO PERSONS THAT ARE NOT INVOLVED IN THE BETA TESTING PROCESS. ANY PUBLICATION OF BETA VERSIONS TESTING RESULTS, REVIEWS OR EVALUATIONS IS ONLY PERMITTED WITH THE PRIOR WRITTEN CONSENT OF KUTATKU LLC.

9. LANGUAGE

The governing language of these Beta User Conditions is English. Although KUTATKU LLC may provide one or more translations for your convenience, the English version shall prevail in the event of any conflict or discrepancy between the English and any other language version of these Beta User Conditions.

10. GOVERNING LAW

These Beta User Conditions will be governed by the laws of the State of New Jersey.

11. DISPUTE RESOLUTION

All disputes arising out of or in connection with these Beta User Conditions shall be finally decided by state or federal courts sitting in the State of New Jersey.

12. ENTIRE AGREEMENT

These Beta User Conditions (together with the documents to which they refer) contain the whole agreement between you and KUTATKU LLC relating to the use of The KUTATKU Beta Software and supersede all previous agreements between you and KUTATKU LLC relating to it. You acknowledge that in agreeing to these Beta User Conditions you have not relied on any representation, warranty or other assurance except those set out on the Beta Portal.