TERMS OF USE: DevOpsIntegration.IO

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The domain <https://devopsintegration.io/> is owned by\_\_\_\_\_\_\_\_(mention company name), private limited company **(“Company”)** with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert Address).

For the purpose of these terms of use, wherever the context so requires “you”, “yourself”, “client” or “user” or similar terminology are all in use in reference to the individual user of this website as well as any other media form, media channel, application, mobile website or mobile application related, linked, or otherwise connected thereto (hereinafter referred to as “**Website**”). The terms “we”, “us”, “our”, and “ours” shall refer to DevOpsIntegration.IO.

The Company is primarily involved in the business of Providing app integration services for Customer support portals like Zendesk, Freshdesk, and Freshservice. We provide integration services between Zendesk-Azure DevOps, Zendesk - Github, Freshdesk - Azure DevOps, Freshdesk - Github, Freshservice - Azure DevOps, Freshservice – Github subject to the terms, and conditions set forth in this agreement (hereinafter referred to as the “Terms”). In addition, when you visit the Website or you avail any of the Services of the Company you will be subject to the rules, guidelines, policies, terms, conditions, and documents applicable to such services, and they are incorporated into these Terms by this reference.

By mere use of the Website, you shall be contracting with the Company and these Terms including the policies represent a binding contract between you and us. Therefore, you should read these Terms carefully before you start to use the Services. The Company retains the right to deny access to anyone who we believe has violated any of these Terms.

**ACCESSING, BROWSING OR OTHERWISE USING THIS WEBSITE INDICATES YOUR AGREEMENT TO THESE TERMS, SO YOU ARE ADVISED TO READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.**

1. **CHANGES TO THESE TERMS**

We reserve the unilateral right to revise these Terms from time to time and at any time without providing any intimation to you and in our sole discretion. We will post the new version of these Terms or any policies on this Website and any change or modiﬁcation to these Terms shall be effective immediately from the date of such upload of the revised Terms on the Website. Your continued use of the Website following the modiﬁcations to the Terms and policies constitutes your acceptance of the modiﬁed terms and conditions whether or not you have read them and shall be binding on you. For this reason, you are advised to frequently review these Terms, and other policies.

1. **CHANGES TO WEBSITE**

In order to optimize and improve your experience, we may update the Website from time to time, and may change the content, display or form at any time without prior notice. We do not guarantee that the Website, or any content provided or displayed on it, will be free from errors or omissions. Further, we are under no obligation to update the Website or any of the content provided on it.

1. **ELIGIBILITY**

You must be 18 (eighteen) years or older and capable of entering into a legally binding agreement (as per the Indian Contract Act, 1872) in order to use the Website. If you are under 18 (eighteen) years of age, you may use this Website only with the involvement of a parent or guardian.

1. **TERMS OF SERVICES**
2. You may be able to browse all sections of the website without registering with us. By providing your information or availing any product/service offered on the Platform, you expressly agree with and accept all of the terms and conditions contained in these Terms, including the Privacy Policy. During using our Services, you may also be required to submit your personal information defined in our Privacy Policy. You also acknowledge that the information you provide, in any manner whatsoever, is not conﬁdential or proprietary and does not infringe any rights of a third party in whatsoever nature.
3. If you are accessing, browsing, and using the Website or availing the services on someone else’s behalf, you represent that you have the authority to bind that person to all the terms and conditions herein. In the event that the person refuses to be bound as the principal to these Terms, you agree to accept liability for any harm caused by any wrongful use of the Website resulting from such access or use of the Website in whatsoever nature.

You shall not use the Website for any illegal, unlawful, unauthorized or prohibited purposes **(“Prohibited Uses”)** nor may you, in the use of the Website, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws). You will comply with all applicable laws, rules and regulations in your use of the Website. In the event you use the Website for any Prohibited Uses, we reserve the right to immediately and without notice, ban you from accessing Website in future.

1. We reserve the right to refuse service and/or access to the Website without prior notice if these Terms are violated or if we decide, in our sole discretion, that it would be in the Company’s best interests to do so. You are solely responsible for all contents that you upload, post, email or otherwise transmit via the Website. The information provided to us shall be maintained by us in accordance with our Privacy Policy.
2. **USER CONTENT**
3. You retain ownership and sole responsibility for any text, data, messages, software, photos, drawings, graphics, proﬁles, opinions, ideas, images, videos, audio ﬁles or other materials, uploaded, emailed, or otherwise made available to the Website by you (collectively “User Content”). Therefore, you are responsible for User Content and you must ensure that you have all the rights and permissions needed to use User Content on the Website.
4. You can remove your content by deleting it, however in certain circumstances, User Content may not be completely removed, and copies of User Content may continue to exist on the Website. We are not responsible or liable for the removal or deletion of (or failure to remove or delete) any of User Content.
5. You hereby acknowledge that the Company has the right, but not the obligation, in its sole discretion to remove any User Content.
6. **TERMINATION**
7. These Terms are effective unless and until terminated by either you or the Company.
8. Any breach of the Terms of Use will be notified to the user or paid subscriber once and on repetition of the same the Company in its sole discretion, for such reason, and without penalty or notice, may suspend or terminate your access to use the Website at any time.
9. You agree that any termination of your access to the Website may be without prior notice, and you agree that the Company will not be liable to you for any such termination.
10. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies that the Company may have at law or in equity.
11. Upon termination for any reason of the Terms by either you or the Company, you must promptly destroy all materials downloaded or otherwise obtained from this Website, as well as all copies of such materials, whether made under the Terms of Use or otherwise. Any such termination of these Terms shall not cancel your obligation to pay for the services already ordered from the Website or affect any liability that may have arisen under these Terms.
12. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**
13. The Website is presented “as is” and “as available” basis without any warranty or condition, express, implied or statutory. Neither we nor our directors, employers, agents, or licensors make any representations or warranties of any kind whatsoever, express or implied, in connection with these terms and conditions or this Website or any of the content.
14. You agree that in no event will the Company or its owner, employees, agents, or licensors, be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated proﬁts or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to:
15. These Terms;
16. the Website; or
17. your use or inability to use the Website.
18. In no event will the Company or its owner, employees, agents, licensors be liable to you for any losses, damage, liabilities, and causes of action arising out of any act, omission or negligence to which you contributed.
19. The Company does not warrant that the access or usage of the Website will be uninterrupted, timely, secure, or error-free.
20. The Company does not warrant that the results that may be obtained from the use of the Website will be accurate or reliable.
21. You agree that no claims or action arising out of, or related to, the use of the Website or these Terms may be brought by you more than 1 (one) year after the cause of action relating to such claim or action arose. If you have a dispute with us or are dissatisﬁed with the Website, termination of your use of the Website is your sole remedy. We have no other obligation, liability, or responsibility to you.
22. **INDEMNIFICATION**

# You agree to defend indemnify and hold the Company and its employees, officers, directors, agents harmless from any and all claims, losses, damages, liabilities, costs and expenses, including without limitation, legal fees and expenses, caused by or arising out of claims based upon your actions or inactions or related to your use or misuse of the Website, any violation of these Terms or any of the covenants made by you herein, which may result in any loss or liability to the Company or any third party.

1. **INTELLECTUAL PROPERTY RIGHTS**

All material and content on the Website, including images, illustrations, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, source code, URL is our property and is protected by Indian and international intellectual property law, including copyright, authors’ rights, database rights laws, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us. The compilation of all content on Website is our exclusive property, and is protected by laws of India and international copyright and database right laws. All software used on Website is also our exclusive property, or the property of our affiliates or software suppliers, and is protected by Indian and international copyright, authors’ rights law and other intellectual property rights. You hereby agree to not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means whether directly or indirectly and you must not assist any other person to do so. Any User found guilty of intellectual property rights infringement under this clause shall be liable for the penalties (as may be decided by the Company) and/or legal proceedings for such infringement.

1. **CANCELLATION AND REFUND**
2. Cancellation: You are responsible for cancelling your subscription at any time by sending an email to [support@devopsintegration.io](mailto:support@devopsintegration.io). If you cancel the Service before the end of your current paid-up month or year, your cancellation will take effect at the end of your current billing period. Any cancellation made after 30 days will not qualify for a refund.
3. Refund: Upon cancellation of the Service, you are not entitled to claim refunds for payments already made, even if these payments relate to unused portions of the Service purchased. If someone chooses to subscribe to a yearly subscription, it typically means they are committing to using the service for an entire year. In most cases, services that offer annual subscription have a no-refund policy or very limited refund options.
4. **ACCOUNT TERMINATION AND DATA DELETION**
5. devopsintegration.io reserves the right to suspend or terminate your account and deny any current or future use of the Service or any other devopsintegration.io service. Reasons for termination may include but are not limited to: breaches or violations of the Terms of Service or other guidelines, requests by law enforcement or government agencies, self-initiated account deletions, changes or discontinuation of the Service, technical or security issues, extended periods of inactivity, engagement in fraudulent or illegal activities, providing false information during account creation, failure to maintain accurate account information, use of the Service in a manner deemed prohibited by devopsintegration.io, use of fraudulent payment methods, non-payment of fees associated with devopsintegration.io and its Services. Termination of the Service will result in the deactivation or deletion of your Account and access to it. devopsintegration.io reserves the right to refuse service to anyone for any reason at any time.
6. Data Deletion: devopsintegration.io will automatically delete all Customer Data, including Personal Customer Data, in your account 30 days after your account is deactivated. This grace period may allow for account reactivation without data loss, especially in cases of non-payment. devopsintegration.io may, at its discretion, delete data in less than 30 days if storing such data incurs significant usage of devopsintegration.io's infrastructure. You may request earlier data deletion by emailing [support@devopsintegration.io](mailto:support@devopsintegration.io). Our support team will process deletion requests within 7 (seven) business days of acknowledgment. Any backups of data will also be deleted within 30 days.
7. **DATA USAGE**

We do not claim any intellectual property rights over the data you provide to the Service. Your data remains your property. You have the right to request the deletion of all data stored in your account at any time by emailing [support@devopsintegration.io](mailto:support@devopsintegration.io), in accordance with the terms of this Agreement. Unless otherwise specified, data recorded by the Service will be stored within the United States. We take all reasonable measures to protect the data we receive from loss, misuse, or unauthorized access, disclosure, alteration, and destruction. We have implemented appropriate physical and electronic procedures to safeguard and secure your data. We process personal information only in a manner that is compatible with the purpose for which it was collected or authorized. Users have the right to view their personal information and can request corrections, amendments, or deletions of inaccurate personal information, except when such access would be disproportionately burdensome or where it may violate the privacy rights of others. We do not record or transmit Personal Account Numbers (PAN), including complete credit card numbers or CVC numbers. We only process tokenized payment records and associated customer data for security. We do not knowingly collect personal information from individuals under the age of thirteen, either online or offline. If you are under 18, you must use our website with the permission of a parent or guardian.

1. **LICENSE TO USE WEBSITE**

We grant you non-exclusive, non-transferable and limited license to access and make personal use of the Website, but not to modify it, or any portion of it, except with our written consent. This license does not include any resale or commercial use of the Website or its contents; or any derivative use of the Website or its contents.

Website or any portion thereof (including but not limited to any copyrighted material, trademarks, or other proprietary information) shall not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without our express written consent.

1. **ELECTRONIC COMMUNICATION**

Visiting our Website or sending e-mails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via e-mail, and so on the Website, satisfy any legal requirements that such communications be in writing.

1. **THIRD PARTY SITES AND CONTENT**

devopsintegration.io website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of devopsintegration.io and devopsintegration.io is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. devopsintegration.io is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by devopsintegration.io of the site or any association with its operators.

Certain services made available via devopsintegration.io are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.devopsintegration.io domain, you hereby acknowledge and consent that devopsintegration.io may share such information and data with any third party with whom devopsintegration.io has a contractual relationship to provide the requested product, service or functionality on behalf of devopsintegration.io users and customers.

1. **SUBSCRIPTION NON TRANSFERABLITY**

The subscription to our service is non-transferable and cannot be resold or assigned to another individual or entity without prior written consent from devopsintegration.io. Violation of this term may result in the immediate termination of the subscription and associated privileges.

1. **MODIFICATION TO THE SERVICE AND PRICES**

devopsintegration.io reserves the right, at any time and without prior notice, to modify or discontinue the Service or any part thereof. This may occur temporarily or permanently. Prices for all Services, including monthly and yearly subscription plan fees, are subject to change. We will provide notice of such changes at least 30 days in advance. This notice will typically be sent to the billing contact associated with your account via email. In our sole discretion, devopsintegration.io may exclude specific users from future price changes for the Service. Users who wish to secure a fixed price for a set period of time may consider joining the devopsintegration.io Commitment Program. devopsintegration.io shall not be held liable to you or any third party for any modifications, price changes, suspension, or discontinuance of the Service. These actions are taken at our discretion and do not give rise to liability claims.

1. **PRIVACY**

By using the Website, you agree to our Privacy Policy <https://devopsintegration.io/privacy> the terms of which are incorporated into, and form a crucial part of, these Terms. Our Privacy Policy sets out the terms on which we process any personal or ﬁnancial data we collect from you, or that you provide to us. Our Privacy Policy shall also apply to your use of Website and by using Website, you consent to such processing and you warrant that all data provided by you is accurate.

1. **GOVERNING LAWS AND JURISDICTION**

The Company maintains this site in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ India and you agree that these terms of use and any legal action or proceeding relating to this site shall be governed by the laws of India without reference to its choice of law rules. If you attempt to bring any legal proceedings against the Company you specifically acknowledge that the Company is free to choose the jurisdiction of our preference as to where such action against us may be held. As you have agreed by using this site to choose the laws of India to govern any such proceedings, we will probably choose to defend any such action at courts in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(mention the state where your Company is located), India and we can make this decision entirely as it suits us, without regard to where in the world you are located, or from where in the world you visited this site.

1. **DATA PROTECTION OFFICER**

The Data Protection Officer of the Company can be contacted to report abuse or to complain about any content hosted, transmitted, published, updated, or shared on the Website. The redressal of any reasonable Grievance can be expected to be addressed and resolved within 45 days from the date of reporting.

* Contact No.:
* Email Address:

**Note: Ensure that TOS is read by enabling the “I Agree” option at the end of the document after users have scrolled through.**