

## **Terms and Conditions for SaaS Platform**

### **1. Introduction**

1.1 These Terms and Conditions (“Terms”) govern your access to and use of our Software as a Service (SaaS) platform (“Platform”). By accessing or using the Platform, you agree to comply with these Terms, the Privacy Policy, and any other referenced agreements.

1.2 Please read these Terms carefully before using the Platform. If you do not agree with these Terms, do not use the Platform.

### **2. Account Registration and Responsibilities**

2.1 **Eligibility:** You must be at least 18 years old, or the age of majority in your jurisdiction, to register an account and use the Platform.

2.2 **Account Setup:** To use the Platform, you must create an account by providing accurate and complete information. You are responsible for maintaining the confidentiality of your login credentials and are liable for any activities conducted under your account.

2.3 **Account Security:** You must notify us immediately if you suspect any unauthorized access or use of your account. We are not liable for any loss or damage resulting from unauthorized account access.

### **3. Platform Usage Guidelines**

3.1 **Permitted Use:** You are granted a limited, non-exclusive, non-transferable right to access and use the Platform for lawful purposes in accordance with these Terms.

#### **3.2 Prohibited Conduct:**

- **Illegal Activities:** You may not use the Platform for any unlawful activity, including, but not limited to, fraud, infringement, or harassment.
- **Interference with Platform Operations:** You may not attempt to disrupt, impair, or interfere with the Platform’s security or functionality.
- **Misuse of Services:** Engaging in spamming, phishing, or other deceptive practices is strictly prohibited.

3.3 **Usage Limits:** The Platform may impose limitations on usage, such as the number of users, storage limits, or API call restrictions, which you agree to comply with.

### **4. User Content and Intellectual Property**

4.1 **Ownership of User Content:** You retain ownership of any data, information, or content you submit, post, or display through the Platform (“User Content”).

4.2 **License Grant:** By submitting User Content, you grant the Platform a non-exclusive, worldwide, royalty-free license to use, process, and display your content solely for the purpose of providing the services.

4.3 **Platform Content:** The Platform and all associated content, including software, trademarks, and copyrights, remain the property of the Platform and its licensors. You may not reproduce, distribute, or create derivative works without authorization.

## **5. Subscription Plans, Fees, and Payment**

**5.1 Subscription Services:** Access to certain features and services may require a paid subscription. Subscription plans are billed on a periodic basis (monthly or annually).

**5.2 Payment Terms:** You agree to pay all fees associated with your subscription. Failure to make timely payments may result in suspension or termination of your account.

**5.3 Refunds:** Payments are generally non-refundable. Refund requests will be considered under limited circumstances, as detailed in the refund policy.

**5.4 Changes to Fees:** We reserve the right to modify subscription fees at any time. You will be notified of changes before they take effect.

## **6. Privacy and Data Protection**

**6.1 Data Collection and Use:** We collect and process personal data in accordance with our Privacy Policy. You consent to such data collection and use by using the Platform.

**6.2 Data Security:** We implement reasonable security measures to protect user data. However, we cannot guarantee absolute data security and are not liable for any unauthorized access.

**6.3 Data Backup and Retention:** You are responsible for maintaining backups of your data. We may retain or delete data following termination of your account according to our data retention policy.

## **7. Warranties and Disclaimers**

**7.1 Platform Availability:** We do not guarantee that the Platform will be available at all times or that it will be free from errors. Scheduled maintenance may affect availability.

**7.2 Disclaimer of Warranties:** The Platform is provided “as is” and “as available,” without any warranties, express or implied. We disclaim all warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **8. Limitation of Liability**

**8.1 Indirect Damages:** We will not be liable for any indirect, incidental, special, or consequential damages arising from your use of the Platform.

**8.2 Limitation of Direct Liability:** Our total liability for any claims arising from these Terms or your use of the Platform is limited to the amount you paid for the services during the 12-month period preceding the claim.

## **9. Termination and Suspension**

**9.1 User-Initiated Termination:** You may terminate your subscription and account at any time. Termination will not entitle you to a refund unless specified in the refund policy.

**9.2 Platform-Initiated Termination:** We may suspend or terminate your account without prior notice if you violate these Terms or engage in any conduct that could harm the Platform or other users.

**9.3 Effect of Termination:** Upon termination, your access to the Platform will cease, and your data may be deleted in accordance with our data retention policy.

## **10. Modifications to the Terms and Platform**

**10.1 Amendments:** We may update these Terms at any time. Continued use of the Platform after changes take effect constitutes acceptance.

**10.2 Platform Changes:** We reserve the right to modify, suspend, or discontinue any aspect of the Platform at our discretion.

## **11. Governing Law and Dispute Resolution**

**11.1 Governing Law:** These Terms are governed by the laws of [Insert Jurisdiction], without regard to its conflict of law principles.

**11.2 Arbitration:** Any disputes arising out of or relating to these Terms will be resolved through binding arbitration. You waive your right to participate in class-action lawsuits.

## **12. Miscellaneous Provisions**

**12.1 Entire Agreement:** These Terms and the Privacy Policy constitute the entire agreement between you and the Platform.

**12.2 Severability:** If any provision is found unenforceable, the remaining provisions remain in effect.

**12.3 No Waiver:** Our failure to enforce any provision of these Terms does not constitute a waiver of our rights.