

TeamCloudNative Terms of Use

Thank you for choosing to work with TeamCloudNative and using our services! When we say the “Company”, “we”, or “us” we’re referencing TeamCloudNative. When we mention “Services”, “Website”, or “Site”, we mean our platform and web application located at <https://teamcloudnative.com> and any product created by us. These Terms of Use (“Terms”) help describe the legal relationship between us.

We may update these Terms in the future. If we do, they will be posted on our Site for you to see and review. When you are using our Services, you are agreeing to the most recent Terms of Service we have provided. It is your responsibility to review these Terms periodically. Even if we don’t exercise or enforce any provision or right under these Terms of Service, we are not waiving such provision or right.

If you do not agree with these Terms of Use, or refuse to comply with them, please do not use or access our Services, platform, or application. If you do not agree to these Terms, or any new Terms, you are not authorized to use our platform. Your continued use of our Services constitutes your acceptance of our Terms of Use.

1. **Accounts & Registration.** Some features, products, or services on our platform may require you to register an account, create a profile, and provide certain personally-identifiable information (“Personal Data”) in order to use our Services. We also reserve the right to restrict access to certain areas and information on our Site to registered users. When creating an account,
 - a. You agree to maintain and keep updated your Personal Data and account information. You also understand that if you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to believe such, we reserve the right to terminate your account and refuse your use of the Site or our Services.
 - b. You agree and understand that you are solely responsible for maintaining the confidentiality of your name and password; that you will notify us of any unauthorized use of your name, password, or account; and that we will not be responsible for any losses arising out of the unauthorized use of your account
2. **Promotions & Referrals.** We may offer certain promotions to users or prospective users of our Services. Any promotional or referral programs, unless made with you, shall have no bearing whatsoever on your relationship with us or the Services.
3. **Communications.** By either creating a user account, signing up on our website, or otherwise using our Services, you agree that you may receive and subscribe to certain marketing and promotional communications from us such as newsletters or other messages we may send. You may always unsubscribe from such emails or marketing communications at any time.

4. **Company Content & Materials.** All words, text, interfaces, images, graphics, trademarks, artwork, logos, features, designs, structures, and content designs available through the Services (collectively, "Content") is owned or licensed by or to us and protected under copyright, patent, trademark, and intellectual property laws. The Content, Site, and associated Services are owned by us.
5. **Purchases.** Users may purchase certain products, services, or subscriptions on the Site ("Purchases") which will require payment and the submission of certain information such as credit card numbers, credit card authentication information, billing details, and shipping details. When making Purchases, you represent and warrant that all information and payment details are true and correct and that you have the legal right to use any payment methods for Purchases. We may use certain third-party payment processing providers to facilitate transactions for Purchases and you agree to the sharing of information in accordance with our Privacy Policy, as applicable. We reserve the right, at any time, to cancel or refund any Purchase order for any reason.
6. **Trial Period.** A trial period, or free trial, may be offered to you for a limited scope of time to test and review our Services ("Trial Period"). If you enter any payment information prior to the Trial Period, you will not be charged until the expiration of the Trial Period and, upon expiration, will be charged the applicable billing amount for your account. Throughout the Trial Period, we reserve the right to limit access to Services and technical support and terminate the Trial Period.
7. **Refunds.** All Purchases, fees, and payments are non-refundable, unless required by law.
8. **Prohibited Uses.** When using our Services, you may not:
 - a) Access or use the Services or Site for any unlawful, malicious, or illegal activities, or any activities that we determine to be improper or unlawful for any reason in our sole judgment;
 - b) Reverse engineer, modify, or author derivative creations based on our Services;
 - c) Cause to be published any unlawful or inappropriate content on the Site;
 - d) Utilize automated tools, scripts, or programs to mine or scrape data or send automated messages or comments;
 - e) Interfere with the networks or services linked to our Site or Services, including taking actions that create unreasonable or material loads on the Services' infrastructure, such as a denial of service attack;
 - f) Impersonate or misrepresent yourself or affiliation with any group or entity or provide fraudulent or misleading information on the Site;
 - g) Use our Site to harass, intimidate, threaten, or otherwise infringe on the rights of others;
 - h) Bypass, or attempt to bypass, any of the security implementations of the Services created to restrict access;
 - i) Use our Services or Site in any manner that violates these Terms

9. Disclaimer of Warranties. WE MAKE EFFORTS TO OFFER AND PROVIDE A FUNCTIONAL AND ACCURATE PLATFORM AND SERVICES FOR OUR USERS, HOWEVER, ALL WEBSITES, SITES, AND SERVICES ARE PROVIDED TO YOU “AS IS”, INCLUDING ALL FAULTS, AND “AS AVAILABLE”.

WE HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ALL KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY IN NATURE, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR WARRANTY IS MADE BY US OR OUR REPRESENTATIVES WITH REGARDS TO THE SECURITY, QUALITY, RELIABILITY, OR COMPLETENESS OF OUR SERVICES.

WE MAKE NO WARRANTIES AND RESERVE THE RIGHT TO RESTRICT OR TERMINATE ACCESS TO OUR SERVICES OR SITE AT ANY TIME. YOU, AS A USER, ARE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGE OR LOSS OF DATA THAT RESULTS FROM YOUR USAGE OF OUR PLATFORM. ADDITIONALLY, YOUR USE AND ACTIVITY OF OUR SERVICES AND ANY THIRD-PARTY SERVICE PROVIDERS ARE CONDUCTED SOLELY AT YOUR OWN RISK. ANY INTERACTIONS WITH THIRD-PARTY SERVICE PROVIDERS, INCLUDING, BUT NOT LIMITED TO, PAYMENT PROCESSORS, ARE ONLY BETWEEN THE OTHER PARTY AND YOU.

10. Copyrights & Intellectual Property. We understand and respect the intellectual property rights of other individuals, groups, and entities and expect that you do the same. We have implemented a copyright and IP policy with respect to our platform and will remove certain applicable content from the Site when appropriate.

If you believe that our Site or Services or any Content found on the same is unlawfully infringing on any rights (“Infringing Content”), including copyright(s) in a work, and you further desire for the Infringing Content to be removed from our platform, you must provide notice in substantially the same written form, pursuant to 17 U.S.C. § 512(c), that includes the following information:

- a. An identification of the copyrighted work(s) that you claim to be infringed;
- b. An identification of the applicable Infringing Content on our platform, including sufficient information to allow us to identify and locate the same;
- c. A formal statement expressing your belief, in good faith, that the Infringing Content are unauthorized;
- d. A formal statement authenticating the accuracy of information in the notice, and that you are either (1) the actual copyright owner or (2) you have been legally authorized to act on behalf of the copyright owner;
- e. Your address, email, and telephone contact information; and
- f. Your physical or electronic signature.

Pursuant to 17 U.S.C. § 512(f), you may be responsible for damages if you misrepresent or provide falsities in said written notification.

11. **Links & Third-Parties .** We use third-party software, partners, and platforms in providing our Services to you, and may also provide URL links to third-party websites in furtherance of providing Services (“Service Providers”). We have no control over such Service Providers, and we are not responsible for any content or uses of Service Providers. Our Terms are applicable only to our Services and not to any outbound services or websites. As a company, we may choose to create partnerships with Service Providers and may create referral and commission structures. You should always review any third-party Service Providers’ privacy policy and terms and conditions before finalizing any interaction with a Service Provider.
12. **Platform & Services.** We reserve the right to modify, alter, or change our Services, platform, and Site, with or without notice and at any time. You acknowledge and agree that we are not liable to you for any discontinuation or change to our Service or platform.
13. **Non-waiver & Severability.** No failure or delay, by any party, in enforcing rights afforded under these Terms shall be considered a waiver of such rights. Any part or provision of these Terms which is prohibited or held to be unenforceable shall be null and void; however, such remaining provisions in these Terms shall continue to be valid and enforceable.
14. **Indemnification.** You agree to indemnify and hold the Company and its officers, directors, and agents harmless with respect to any suits or claims stemming from these Terms. YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY, ITS VENDORS, EMPLOYEES, OFFICERS, DIRECTORS, AND AFFILIATES HARMLESS FROM ALL CLAIMS AND DEMANDS, INCLUDING, BUT NOT LIMITED TO CLAIMS ARISING FROM DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGE, ATTORNEYS’ FEES, AND ANY BREACH OR DAMAGE ARISING FROM THESE TERMS. EVEN IF WE HAVE BEEN FOUND LIABLE FOR A CLAIM, THE DAMAGES WILL BE LIMITED TO THE AMOUNTS PAID FOR ANY SERVICES OR PRODUCTS WITH NO CONSEQUENTIAL OR PUNITIVE DAMAGES.
15. **Governing Law & Interpretation.** These Terms are governed by the laws of California without regard to any conflict of law principles. No rights or obligations afforded under these Terms may be assigned. These rights may be assigned by us without consent in the event of a merger, acquisition, reorganization, or a sale of all or substantially all of our assets, or in connection with a change of control. These Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

Questions Regarding Our Privacy Policy

If you have any questions about our Terms of Use or need assistance, please contact us by email at info@teamcloudnative.com, or write to us at:

44 Montgomery St
San Francisco, CA 94104

