



User Policy

This acceptable User Policy sets out the terms between you and us under which you may access our website www.automatapi.com and [SaaS platform](#). This User Policy applies to all users of, and visitors to, our website and SaaS platform.

Your use of our site means that you accept and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use.

www.automatapi.com is a site is owned by and operated and maintained by AutomataPi Solutions Private Limited (**“we” or “us”**). We are a Private Limited Company registered in India under The Companies Act, 2013 having our registered office at A -1212 & 1212 A, Kailas Business Park, Godrej - Hiranandani Road, Park Site, Vikhroli (West) Mumbai – 400079.

1. Prohibited uses:

You may use our site only for lawful purposes. You may not use our site:

In any way that breaches any applicable local, national or international law or regulation.

In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

For the purpose of harming or attempting to harm minors in any way.

To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.

Not to access without authority, interfere with, damage or disrupt:

- Any part of our site;
- Any equipment or network on which our site is stored;
- Any software used in the provision of our site; or
- Any equipment or network or software owned or used by any third party.

2. Suspension and termination:

We will determine, in our discretion, whether there has been a breach of this User Policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

Immediate, temporary or permanent withdrawal of your right to use our site.

Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.

Issue of a notice of warning to you.

Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

Further legal action against you.

Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

3. User Sites and User Content

- i. You agree that you will be solely responsible for any and all User Content that you upload to Our Platform and for any and all User Sites that you create using Our Platform. Specifically, you agree, represent and warrant that you have the right to create or upload the User Content and/or User Site and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 10.
- ii. You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under clause _____ above. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- iii. You retain ownership of your User Content and User Site(s) and all intellectual property rights subsisting therein (except to the extent that a User Site incorporates Content belonging to Us (including, but not limited to, that forming part of Our Platform)). By creating or uploading User Content and/or User Site, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence the same for the purposes of operating [and promoting] Our Site and Platform and providing Our services.
- iv. If you wish to remove User Content or User Sites, you may do so by contacting us. Removing User Content and User Sites also revokes the licence granted to Us to use the same. You acknowledge, however, that caching or references to your User Content and/or User Site(s) may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- v. We may reject, reclassify, or remove any User Content and/or User Sites created or uploaded using Our Platform where, in Our sole opinion, such User Content or User Sites violate Our Acceptable Usage Policy, or if We receive a complaint from a third party and

determine that the User Content or User Site(s) in question should be removed as a result.

4. Acceptable Usage Policy

- i. You may only use Our Platform in a manner that is lawful and that complies with the provisions of this Clause 10. Specifically:
 - a. You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
 - b. You must not use Our Platform in any way, or for any purpose, that is unlawful or fraudulent;
 - c. You must not use Our Platform or your User Site(s) for unauthorised mass-communications, commonly referred to as “spam” or “junk mail”;
 - d. You must not use Our Platform to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and
 - e. You must not use Our Platform in any way, or for any purpose, that is intended to harm any person or persons in any way.
- ii. The following types of User Content and/or User Site are not permitted on Our Platform and you must not create, submit, communicate, link to, or otherwise do anything that:
 - a. is sexually explicit;
 - b. is obscene, deliberately offensive, hateful, or otherwise inflammatory;
 - c. promotes violence;
 - d. promotes or assists in any form of unlawful activity;
 - e. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - f. is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - g. is calculated or otherwise likely to deceive;
 - h. is intended or otherwise likely to infringe (or threaten to infringe) another person’s right to privacy or otherwise uses their personal data in a way that you do not have a right to;
 - i. misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 10.2);
 - j. implies any form of affiliation with Us where none exists;

- k. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade-marks and database rights) of any other party; or
 - l. is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
 - iii. We reserve the right to suspend or terminate your Account, the availability of your User Site(s), and/or your access to Our Platform if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms of Service. Specifically, We may take one or more of the following actions:
 - a. Suspend, whether temporarily or permanently, your Account and/or your right to access Our Platform (for more details regarding such cancellation, please refer to sub-Clause 2);
 - b. Remove any of your User Content and/or User Site(s) (or any part thereof) which violates this Acceptable Usage Policy;
 - c. Issue you with a written warning;
 - d. Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - e. Take further legal action against you as appropriate;
 - f. Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
 - g. Any other actions which We deem reasonably appropriate (and lawful).
 - iv. We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms of Service.

5. Problems with Our Platform and Consumers' Legal Rights

- i. If you have any questions or complaints regarding Our Platform or any other aspect of Our service, please email Us at policy@automatapi.com or by using any of the methods provided on Our contact page at www.automatapi.com.

6. Changes to acceptable use policy:

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Policy may also be superseded by provisions or notices published elsewhere on our site.