

Itus AI Terms of Service

1. Acceptance of Terms

This agreement, referred to as the "Terms of Service," outlines the terms governing your relationship with Itus AI ("Itus AI," "Us," "We") concerning your usage of Itus AI's applications, websites, and related services (collectively known as the "Service"). The Service is also subject to Itus AI's Privacy Policy and other relevant policies, which are included by reference on this website. You must accept these Terms of Service and the Privacy Policy before using the Service, which includes browsing any Itus AI website or accessing any application. You may need to create an account on the Service ("Account"). By creating an Account or using the Service, you confirm that you are at least 13 years old. If you are between 13 and 17 years old, your legal guardian must review and agree to these Terms. By installing, using, or accessing the Service, you consent to these Terms of Service. Do not install, use, or access the Service if you disagree with these Terms. Usage of the Service is prohibited where it is not allowed. Itus AI may modify these Terms of Service, the Privacy Policy, and other policies at any time, with changes effective upon posting on the Service. Continued use of the Service implies acceptance of these changes. If you disagree with any part of the current Terms of Service, Itus AI's Privacy Policy, or any other policies, your right to use the Service will immediately end, and you must stop using the Service. These Terms require individual arbitration for disputes, rather than jury trials or class actions, and limit available remedies in case of disputes.

2. General Use of the Service

Itus AI permits you to access and use its applications and websites ("Service") according to these Terms of Service, provided that:

- You agree not to alter or modify any part of the Service.
- You agree not to use the Service for commercial purposes without Itus AI's prior written consent.
- You will comply with all applicable laws in using the Service.
- Itus AI may discontinue any aspect of the Service at any time.

2.1 Usage Restrictions

Your rights under this Agreement are subject to the following conditions:

- You cannot commercially exploit the Service in any way.
 - You must not modify, adapt, merge, or create derivative works from the Service, except as allowed by law.
 - You cannot use the Service to develop a similar or competitive service or application.
 - No part of the Service may be copied or used in a manner not expressly permitted by this Agreement.
 - You must not remove or destroy any proprietary notices on the Service.
 - Future releases or additions to the Service fall under this Agreement unless stated otherwise.

2.2 Anti-Abuse Provisions

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- The Service must be used as intended by our terms and agreements.
- Prohibited actions include unauthorized automation of access, replicating our Service, excessive usage, disrupting the Service, building similar services, generating spam, and unauthorized sharing or commercial use of the Service.
- Reselling or unauthorized third-party access to the Service is prohibited.
- Violating these terms may lead to account termination, legal action, and other consequences.
- We may modify or discontinue the Service at any time and set usage limits.

2.2.3 Content Usage

- You are responsible for any content you input ("Input") and the output generated ("Output").
- You own the Input, and Itus AI assigns you rights to the Output, subject to these Terms.
- The Service may produce similar Output for different users.
- We do not use your content for service improvement.
- The accuracy of AI-generated content is not guaranteed.

Account Termination Policy Itus AI will terminate access to the Service for users who violate these Terms of Service. Content that violates these Terms may be removed, and accounts may be terminated without prior notice.

Disclaimer of Warranties Your use of the Service is at your own risk. Itus AI disclaims all warranties related to the Service and will not be liable for any damages or losses resulting from your use of the Service.

Limitation of Liability & Indemnification Itus AI's liability to you is limited under these Terms. You agree to indemnify Itus AI against claims related to your use of the Service or any breach of these Terms.

Eligibility to Accept Terms You confirm that you are at least 13 years old or have the necessary legal consent to agree to and abide by these Terms.

Amendments to Terms We may update these Terms, with the most current version posted on our website. Significant changes will be notified. Continued use of the Service after changes implies your agreement to the revised Terms.

Assignment of Terms You cannot transfer your rights and licenses under these Terms, but Itus AI may do so without restriction.

2.2.4 Violation Consequences

If you use the Services in a way that violates these Terms, we may take action, which includes terminating your account. We reserve the right to seek legal remedies for any violations. This may include damages and seeking injunctive relief. We may also take

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steps like removing content, suspending or terminating accounts, and reporting violations to law enforcement authorities.

2.2.5 Changes to Services

We have the right to modify or discontinue the Services or any part thereof, at any time, with or without notice. We may establish and change general practices and limits for the Services, including data retention periods and storage space allocations on our servers. By using the Services, you agree to adhere to these Anti-Abuse and Anti-Reselling Clauses. Any violation may lead to immediate termination of your access to the Services and potential legal consequences. We reserve the right to investigate and take appropriate action against anyone violating these clauses.

- **Content Management** You understand that you may encounter Content that could be inaccurate, offensive, or objectionable. You waive any legal rights or remedies against Itus AI in relation to such Content and agree to indemnify and hold Itus AI harmless to the fullest extent allowed by law for all matters related to your use of the Service.
- **Account Termination Policy** Itus AI reserves the right to terminate your access to the Service for violations of these Terms of Service. Content violations beyond copyright infringement, such as obscenity or excessive length, may also lead to account termination or content removal.
- **Disclaimer of Warranties** You use the Service at your own risk. Itus AI disclaims all warranties, expressed or implied, in connection with the Service and your usage thereof. Itus AI is not liable for any damages or losses resulting from your use of the Service, including errors in Content or unauthorized access to our servers.
- **Limitation of Liability & Indemnification** To the fullest extent permitted by law, Itus AI is not liable for any indirect, incidental, or consequential damages arising from these Terms of Service or the Service itself. You agree to indemnify and hold Itus AI harmless from any claims or losses, including attorneys' fees, resulting from your use of the Service or breach of these Terms.
- **Ability to Accept Terms of Service** You affirm that you are either 13 years of age or older, an emancipated minor, or possess legal parental or guardian consent, and are fully able to comply with these Terms.
- **Amendments to the Terms** We may revise these Terms from time to time. The most current version will always be posted on our website. If a revision meaningfully reduces your rights, we will notify you. By continuing to use the Services after revisions come into effect, you agree to be bound by the revised Terms.

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- **Assignment of the Terms** These Terms of Service, and any rights and licenses granted under them, may not be transferred or assigned by you, but may be assigned by Itus AI without restriction.

3. Content

You acknowledge the possibility of encountering Content that might be inaccurate, offensive, or objectionable. By using the Service, you agree to waive any legal or equitable rights or remedies you have or may have against Itus AI with respect to such Content. Furthermore, to the extent permitted by applicable law, you agree to indemnify and hold harmless Itus AI, its affiliates, and licensors against all matters related to your use of the Service.

- **Your Content:** You may provide input to the Services ("Input") and in return, receive output generated by the Services ("Output"). Together, Input and Output constitute "Content." You retain ownership of the Input as permitted by law. Subject to your compliance with these Terms, Itus AI assigns to you all rights, title, and interest in and to the Output. This assignment allows you to use the Content for any lawful purpose, including commercial activities, provided you adhere to these Terms. Itus AI may use Content to maintain the Services, comply with legal obligations, and enforce policies. You are responsible for ensuring that your Content complies with applicable laws and these Terms.
- **Similarity of Content:** Due to the nature of the Services, Output may not be unique and may be similar or identical across different users. For instance, similar queries to the Service may result in the same responses. These responses generated for other users are not considered your exclusive Content.
- **Use of Content to Improve Services:** We do not use the Content you provide to the Services for the purpose of developing or enhancing our Services.
- **Accuracy of Content:** As the fields of artificial intelligence and machine learning are continually evolving, we strive to improve the accuracy and reliability of our Services. However, due to the inherent uncertainties in these technologies, the Output may sometimes be incorrect or not reflect real-world scenarios accurately. You should independently verify the accuracy of the Output according to your specific needs, including through human review.

4. Account Termination Policy

Itus AI reserves the right to terminate your access to the Service for violations of these Terms of Service. In addition to copyright infringement, other grounds for termination may include but are not limited to, the distribution of obscene or excessively lengthy content. Itus AI may, at its discretion and without prior notice, remove such content and/or terminate your account for submitting material that violates these Terms of Service.

5. Warranty Disclaimer

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Your use of the Service is solely at your own risk. To the fullest extent permitted by law, Itus AI, along with its officers, directors, employees, and agents, disclaims all warranties, whether express or implied, in connection with the Service and your use of it. Itus AI assumes no responsibility or liability for any errors or inaccuracies in Content, personal injury or property damage arising from your use of the Service, unauthorized access to Itus AI's servers and stored information, interruptions in Service, or the presence of harmful components transmitted through the Service by any third party.

6. Limitation of Liability & Indemnification

To the maximum extent allowed by law, Itus AI will not be liable for any indirect, incidental, consequential, special, punitive, or other similar damages arising from or related to these Terms of Service or the Service, regardless of the legal theory. In no event shall Itus AI's liability to you exceed the amount you have paid to Itus AI under these Terms of Service in the six months preceding your claim. If you have not made any payments, your sole remedy is to cease using the Service and cancel your account. You agree to indemnify, defend, and hold harmless Itus AI and its affiliates against any third-party claims or losses, including legal fees, arising from your use of the Service or breach of these Terms, provided the infringement is not due to your intentional or negligent behavior.

7. Ability to Accept Terms of Service You affirm that you are at least 13 years of age or older, an emancipated minor, or possess legal parental or guardian consent. You are fully capable and competent to enter into, comply with, and adhere to the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service.

8. Amendments to the Terms We reserve the right to revise these Terms from time to time. The most current version will always be available on our website. If a revision meaningfully reduces your rights, we will notify you. Your continued use or access to the Services after these revisions come into effect signifies your agreement to the revised Terms.

9. Assignment of the Terms You may not transfer or assign your rights and licenses granted under these Terms of Service. Itus AI, however, may assign these Terms without restriction.

10. Definitions

This section provides clarification on the key terms used throughout the Terms of Service. Understanding these definitions will help in interpreting the terms and conditions outlined in this agreement.

- **"Service"**: Refers to Itus AI's applications, websites, and related services, including any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes, or maintenance releases).
- **"Content"**: Encompasses all forms of data, information, material, or resources submitted, uploaded, transmitted, or otherwise made available by users through the Service, including but not limited to text, images, audio, and video.

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- **"Itus AI" / "Us" / "We"**: Refers to the company providing the Service, including its employees, directors, affiliates, agents, contractors, or licensors.
- **"User" / "You"**: Denotes any individual or entity that uses the Service, including anyone who browses Itus AI's websites or accesses Itus AI's applications.
- **"Account"**: A registered user profile created to access and use certain aspects of the Service, requiring user credentials such as username and password.
- **"Terms of Service" / "Agreement"**: This document, including any amendments or updates to it, outlining the legal agreement between You and Itus AI regarding the use of the Service.
- **"Privacy Policy"**: A separate document detailing Itus AI's practices, rules, and procedures regarding the collection, use, and disclosure of personal information from users of the Service.
- **"Input"**: Any data, information, content, or material submitted by users to the Service.
- **"Output"**: The data, information, content, or material generated and provided by the Service in response to the Input.

11. Governing Law and Jurisdiction

This section establishes the legal jurisdiction and the governing law for the Terms of Service.

Governing Law: These Terms of Service shall be governed by and construed in accordance with the laws of the jurisdiction in which Itus AI is registered, without regard to its conflict of law principles. This choice of law provision is designed to ensure consistency and predictability in the interpretation and enforcement of these Terms.

Jurisdiction: You agree that any legal action or proceeding between you and Itus AI related to these Terms of Service will be brought exclusively in the courts of the jurisdiction where Itus AI is registered. By using the Service, you consent to the jurisdiction and venue of such courts and waive any objection as to inconvenient forum.

10. Severability

If any provision of these Terms of Service is deemed invalid or unenforceable by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

11. Entire Agreement

These Terms of Service, together with Itus AI's Privacy Policy and any other legal notices or additional terms and conditions or policies published by Itus AI on the Service, shall constitute the entire agreement between you and Itus AI concerning the Service. These documents supersede all prior agreements or communications between you and Itus AI, whether established by custom, practice, policy, or precedent.

12. No Waiver

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No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Itus AI's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

13. Notices

Changes to these Terms of Service, or other important notices related to the Service, will be communicated to users through email notifications or postings on our website. It is your responsibility to ensure that your contact information is current and to regularly check for updates.

14. Contact Information

If you have any questions about these Terms of Service, please contact us at support@itus.ai.

15. Force Majeure

Itus AI shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond Itus AI's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation (including "line-noise" interference).