

KAI Nest - Website Terms of Service

Last Updated: 30.01.25

Welcome to KAI Nest! These Terms of Service ("Terms") govern your use of our website (the "Site") and related products (collectively, the "Products"). By accessing or using our Site or Products, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, please refrain from using our Site or Products.

1. Acceptance of Terms

By accessing or using KAI Nest's Site and Products, you confirm that you have read, understood, and agree to comply with these Terms, as well as any other policies referenced herein, including our Privacy Policy.

2. Changes to Terms

KAI Nest reserves the right to modify or update these Terms at any time at its sole discretion. Any changes will become effective upon posting. Continued use of our Site and Products after such modifications constitutes acceptance of the revised Terms.

3. User Eligibility

You may not use the Service if you are a person barred from receiving the Service under the laws of India or other countries, including the country in which you are resident or from which you use the Service. You may not use the Service unless you are over the age of 13. Accounts created by automated methods are not permitted.

4. User Accounts & Security

Some features may require you to create an account. You are responsible for:

- Providing accurate and complete registration information any time you register to use the Service.
- Keeping your login credentials secure.
- Ensuring all provided information is accurate and up to date.

KAI Nest is not liable for unauthorized access to your account. If you suspect any security breach, notify us immediately.

5. Permitted Use of Products

You agree to use the Site and Products only for lawful purposes and in compliance with these Terms. You may **not**:

- Violate any applicable laws, including the **Information Technology Act, 2000**, and relevant regulations.
- Engage in fraudulent, misleading, or harmful activities.
- Infringe upon or misappropriate **intellectual property rights**, including copyrights, trademarks, or patents.
- Transmit or distribute malware, spam, or harmful code.
- Attempt to **access, disrupt, or interfere** with KAI Nest's systems or data without authorization.
- Use automated systems (such as bots or scrapers) to collect data from our Site without our explicit permission.

KAI Nest reserves the right to enforce quotas and usage limits (to any resources, including the API) at its sole discretion, with or without notice, which may result in KAI Nest disabling or throttling your usage of the Service for any amount of time.

6. Intellectual Property Rights

All content, including **text, images, graphics, software, trademarks, and logos**, is the exclusive property of KAI Nest or its licensors. Unauthorized reproduction, modification, or distribution is strictly prohibited.

You may **not**:

- Copy, reproduce, or distribute any KAI Nest content without permission.
- Use KAI Nest trademarks or logos without written consent.

Any infringement of intellectual property rights may lead to legal action.

7. Privacy Policy & Data Collection

Your use of our Products is subject to our **Privacy Policy**, which explains how we collect, use, and protect your data. By using the Site and Products, you consent to our data practices as outlined in the Privacy Policy.

8. Third-Party Links & Products

Our Site may contain links to third-party platforms. KAI Nest is not responsible for the **content, security, or practices** of external websites. Your interactions with third-party products are **at your own risk**.

9. Limitation of Liability

- KAI Nest provides the Site and Products **"as is" and "as available"** without warranties of any kind.
- We do not guarantee uninterrupted or error-free service.
- KAI Nest is not liable for **indirect, incidental, special, or consequential damages** arising from the use of our Site or Products.

In jurisdictions where limitations of liability are restricted, our total liability shall **not exceed the amount paid (if any) for using our Products in the past 12 months**.

10. Copyright & Plagiarism Protection

- Users **must not** submit, upload, or distribute plagiarized content on our platform.
 - KAI Nest reserves the right to **remove plagiarized content** and **suspend accounts** engaged in repeated violations.
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11. Termination of Products

KAI Nest may suspend or terminate your access to the Site and Products at its discretion, with or without notice, if:

- You violate these Terms.
- Your use of the Products poses a security or legal risk.
- We discontinue the Site or any part of the Products.

Upon termination, all rights granted under these Terms **will immediately cease**.

12. Governing Law & Dispute Resolution

- These Terms shall be governed by and interpreted under the **laws of India**.
- Any disputes shall be subject to the exclusive jurisdiction of the **courts in Gujarat, India**.
- If any provision of these Terms is found to be unenforceable, the remaining sections shall continue in effect.

13. Contact Information

For any questions or concerns regarding these Terms, please contact us at daizy_shimray@kainest.com.