

Terms and Conditions

Last modified on 22nd January 2020

This website is operated by M/s. VRAI Labs Pvt Ltd., a Private Limited Company (“VRAI Labs”, “we”, “us” and/or “our”). These terms and conditions (“Terms”) are applicable to Your use of our website, products and services (collectively, “Service” / “Services”). Please read this document carefully before using our Service. These Terms are applicable to the use of our Service by all natural and juristic persons (collectively, “You” / “Your” / “Yourself”). If You do not agree to these Terms, You must not access or attempt to access any part of the Service. By accessing, using, attempting to access or attempting to use the Service, You are accepting and agreeing to these Terms and the Associated Legal Documents (defined below).

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will attempt to notify You, either through the website user interface, in an email notification or through other reasonable means of changes to these Terms. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes required to provide new features without negatively affecting Your rights under these Terms or changes made due to legal obligations, including but not limited to our obligations under a law, regulation, court order or government order, will be effective immediately. Your continued use of the Service after the date on which any such changes become effective constitutes Your acceptance of the new Terms.

In addition, when using certain components of the Service, You will be subject to additional terms, policies, rules or guidelines that may be posted on the website from time to time including, but not limited to, the Privacy Policy, the SuperTokens Core – Pro Licensing Agreement, the SuperTokens Core – Community Licensing Agreement and / or the SuperTokens Contributors Agreement (collectively, “Associated Legal Documents”). All such terms are hereby incorporated by reference into these Terms, as applicable. The latest version of these documents may not be applicable to older versions of our software. If You obtain and use an older version of our software, or if explicitly specified by VRAI Labs, You agree to the use of such software under such licensing agreement as may be specified by VRAI Labs and such licensing agreement shall be a part of the Associated Legal Documents under these Terms. The latest version of these documents can be obtained from:

- [Privacy Policy](#);
- [SuperTokens Core - Pro Licensing Agreement](#);
- [SuperTokens Core - Community Licensing Agreement](#);
- [SuperTokens Contributors Agreement](#).

You warrant that You possess the legal authority to accept these Terms and the Associated Legal Documents and thereby enter into an agreement with VRAI Labs under the applicable laws and to use this Service in accordance with all terms and conditions herein.

Privacy Policy

VRAI Labs believes in protecting Your privacy. Any personal information You provided to us during Your use of the Service will be used in accordance with our Privacy Policy. Our Privacy Policy forms a part of these Terms.

Access and use of the Service

You may be required to register with VRAI Labs in order to access and use certain features of the Service. If You choose to register, You agree to provide and maintain true, accurate, current and complete information about Yourself. Registration data and certain other information about You are governed by our Privacy Policy. If You are under 13 years of age, You are not authorized to register to use the Service.

You are responsible for maintaining the confidentiality of Your password and account, if any, and are fully responsible for any and all activities that occur under Your password or account. You agree to immediately notify VRAI Labs of any unauthorized use of Your password or account or any other breach of security.

You acknowledge that VRAI Labs may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on VRAI Labs's servers on Your behalf. You agree that VRAI Labs has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that VRAI Labs reserves the right to terminate accounts that are inactive for an extended period of time.

Limitation on Use

You agree not to e-mail or otherwise upload any content that:

- i. infringes any intellectual property or other proprietary rights of any party;
- ii. You do not have a right to upload under any law or under contractual or fiduciary relationships;
- iii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- iv. poses or creates a privacy or security risk to any person;
- v. constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation;
- vi. is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or
- vii. in the sole judgment of VRAI Labs, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose VRAI Labs or its users to any harm or liability of any type;

You agree not to:

- i. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- ii. Violate any applicable local, state, national or international law, or any regulations having the force of law;

- iii. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- iv. Harvest or collect any information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- v. Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.
- vi. Access, use, attempt to access, or attempt to use any part of the Service in violation of these Terms or the Associated Legal Documents.

Modifications to Service

VRAI Labs reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that VRAI Labs will not be liable to You or to any third party for any modification, suspension or discontinuance of the Service.

Payments and refunds

During Your use of the Service, You may be required to make payments for certain additional benefits available to paying subscribers under the SuperTokens Core – Pro Licensing Agreement. Please read the terms of the SuperTokens Core – Pro Licensing Agreement carefully before proceeding to make any payment to VRAI Labs under these Terms.

Our latest fees and payment structure is available on the Service. At the sole discretion of VRAI Labs, any changes in the fees and payment structure will be applicable to all existing and new subscribers, or only new subscribers. If we change our fees or payment structure, we shall inform our existing subscribers as soon as possible in order to minimize any possible disruption to Your subscription.

License key(s) for any Software (as defined in the SuperTokens Core - Pro Licensing Agreement) provided by VRAI Labs to You may be valid for a longer period of time than the period of time for which You have paid VRAI Labs. Such additional period of time shall be treated as a grace period (“Grace Period”) during which You may pay the appropriate dues, fees and/or subscription charges as determined by VRAI Labs without disruption to Your service. The Grace Period, if provided, shall be for Your convenience only. VRAI Labs reserves the right to refuse to provide a Grace Period to You without assigning any reason. The Grace Period shall be included for the purpose of calculation of Your dues to VRAI Labs. Failure to pay Your dues and the appropriate fees and/or subscription charges before the end of Your Grace Period shall result in the termination of Your subscription.

If You do not wish to continue paying for the Service, please cancel Your subscription before Your Grace Period begins. VRAI Labs will not provide any refund for payments that have been made prior to the cancellation of a subscription. You shall be liable to pay VRAI Labs for any dues, fees or subscription charges as determined by VRAI Labs for any Grace Period prior to the cancellation of Your subscription.

You may reactivate a terminated subscription at any time by visiting Your account on the Service or contacting our support staff and making appropriate payments as determined by VRAI Labs. VRAI

Labs reserves the right to refuse to reactivate Your subscription if Your subscription was terminated for violation of these Terms or the Associated Legal Documents.

Initiating a charge-back for any fees or payment made to VRAI Labs shall be a violation of these Terms. VRAI Labs reserves the right to disable or delete Your account, revoke Your license key(s), refuse to provide our Services and / or initiate appropriate legal action against You for initiating a charge-back.

VRAI Labs may opt for third party service providers to manage payment processing.

VRAI Labs does not offer any refunds. Please evaluate Your requirements carefully before making a payment to VRAI Labs.

Indemnity

You agree to defend and indemnify VRAI Labs and its affiliates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees brought by third parties as a result of:

- (a) Your breach of these Terms or the documents referenced herein;
- (b) Your violation of any law or the rights of a third party; or
- (c) Your use of the Service.

Intellectual property rights

Unless otherwise expressly authorized herein or in the Service, You agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by VRAI Labs, You agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to Your own content that You legally provide to VRAI Labs under the SuperTokens Contributors Agreement. In connection with Your use of the Service You will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If You are blocked by VRAI Labs from accessing the Service or any part thereof (including, but not limited to, by blocking Your IP address), You agree not to implement any measures to circumvent such blocking (e.g., by masking Your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. Any rights not expressly granted herein are reserved by VRAI Labs.

The trademarks used and displayed via the Service may be trademarks of their respective owners who may or may not endorse or be affiliated with or connected to VRAI Labs. Nothing in these Terms or the Service should be construed as granting, by implication, estoppel, or otherwise, any

license or right to use any trademarks displayed on the Service without explicit prior written permission of the trademark owner in each instance.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”) provided by You to VRAI Labs are non-confidential and VRAI Labs will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, without acknowledgment or compensation to You.

The terms of SuperTokens Contributors Agreement apply to any contribution made by You under the said agreement.

Third-party websites, apps or services

The Service may contain links to external third party websites, apps or services. VRAI Labs does not guarantee, approve or endorse the information or products available on these third party websites, nor does a link indicate any association with or endorsement of the linked website.

We do not operate or control and have no responsibility for the information, products and/or services found on any external sites. Nor do we represent or endorse the accuracy or reliability of any information, products and/or services provided on or through any external sites, including, without limitation, warranties of any kind, either express or implied, warranties of title or non-infringement or implied warranties of merchant-ability or fitness for a particular purpose.

You assume complete responsibility and risk in Your use of any external sites. You should direct any concerns regarding any external link to the relevant website’s administrator or webmaster. You are hereby informed to exercise utmost caution when visiting any third party website.

Warranty disclaimer and limitation of liability

Your use of the Service is at Your sole risk. The Service is provided on an “as is” and “as available” basis. VRAI Labs expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

VRAI Labs makes no warranty that (i) the Service will meet Your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, or (iii) the results that may be obtained from the use of the Service will be accurate or reliable.

You expressly understand and agree that VRAI Labs will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits, including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if VRAI Labs has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the Service, SuperTokens Pro, SuperTokens Community or any related information or software; (ii) unauthorized access to or alteration of Your transmissions or data; (iii) statements or conduct of any third party (including users) of the Service; or (iv) any other matter relating to the Service.

In no event will VRAI Labs’s total liability to You for all damages, losses or causes of action exceed (a) INR 500 (Indian Rupees five hundred only), or (b) the sum of money paid by You as

subscription fees to VRAI Labs, whichever is higher. For the purpose of this clause, the subscription fees shall include only Your most recent payment for the use, modification or distribution of SuperTokens with a particular software as of the time of the occurrence of such damages, losses or causes of action. Previous payments and/or payments made after the time of occurrence of such damages, losses or causes of action shall not be included in the subscription fees for the purpose of this clause. For example, if You were a monthly subscriber for two months, then paid for a yearly subscription for one year, and then You paid for a monthly subscription before the cause of action arose, then the VRAI Labs's total liability to You would be limited to INR 500 or the subscription fees for one month only, whichever is higher.

Severability

If any part of these Terms is held by a court or arbitrator(s) to be invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms shall be enforceable as so modified. If such a modification is not possible without violating the intention of the invalid or unenforceable term or provision, then the parties agree to remove only that part of the Terms as has been held invalid, and the remainder of the Terms will continue to apply.

Force Majeur

If the whole or any part of the performance of the respective obligations of the parties hereunder is prevented or delayed by reasons of natural calamities, war, arson, civil disturbance, and such other reasons beyond the reasonable control of a person (each a "Force Majeure Event"), then to the extent either party shall be prevented or delayed from performing all or any part of their respective obligations under these Terms despite due diligence and reasonable efforts to do so, then such party shall be excused from performance hereunder for so long as reasons of Force Majeure Event. A Force Majeure Event shall not affect the payment obligations of the parties unless there is a legal bar / embargo to the making of the payments. Failure to make payment as a result of any legal bar / embargo may result in termination of any/all Services provided by VRAI Labs to You, at the sole discretion of VRAI Labs.

Termination

You agree that VRAI Labs, in its sole discretion, may suspend or terminate Your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if VRAI Labs believes that You have violated or acted inconsistently with the letter or spirit of these Terms and the Associated Legal Documents. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of Your use of the Service, may be referred to appropriate law enforcement authorities.

VRAI Labs may, in its sole discretion and at any time, with or without notice and with or without any reason, discontinue providing the Service or any part thereof.

You agree that any termination of Your access to the Service under any provision of these Terms may be effected without prior notice, and acknowledge and agree that VRAI Labs may (but has no obligation to) immediately deactivate or delete Your account and all related information and files in

Your account and/or bar any further access to such files, the Service and/or any other products or services offered by VRAI Labs. Termination of Your account or access to any component of the Service will not terminate VRAI Labs's rights to contributions made by You under the SuperTokens Contributors Agreement. Further, You agree that VRAI Labs will not be liable to You or any third party for any termination of Your access to the Service.

Assignment

VRAI Labs shall be entitled to assign or transfer any of its rights, benefits, obligations and/or liabilities under these Terms and the Associated Legal Documents without any restriction, without prior approval and without prior notice.

Remedies for Violations

VRAI Labs reserves the right to seek all remedies available at law and in equity for violations of these Terms.

Governing Law and Jurisdiction

This Service is operated by M/s. VRAI Labs Pvt Ltd., a Private Limited Company registered in India. These Terms are governed by the laws applicable in India. You hereby consent to the exclusive jurisdiction and venue of courts in Mumbai, India.

Contact Information

For answers to your questions or any other help required, you may contact us at team@supertokens.io.

Thank you for visiting our website.