

SuperTokens, Inc Terms of Service

If you signed a separate Cover Page to access the Product with the same account, and that agreement has not ended, the terms below do not apply to you. Instead, your separate Cover Page applies to your use of the Product.

This Agreement is between SuperTokens, Inc and the company or person accessing or using the Product. This Agreement consists of: (1) the Order Form and (2) the Key Terms, both of which are on the Cover Page below, and (3) the Common Paper [Cloud Service Agreement Standard Terms Version 1.0](#) ("Standard Terms"). Any modifications to the Standard Terms made in the Cover Page will control over conflicts with the Standard Terms. Capitalized words have the meanings or descriptions given in the Cover Page or the Standard Terms.

If you are accessing or using the Product on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. By signing up, accessing, or using the Product, Customer indicates its acceptance of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Cover Page

Order Form

Cloud Service: SuperTokens is a user authentication solution that enables companies to sign up, sign in their users, associate data with users and manage those users over time.

Subscription Start Date: The Effective Date

Subscription Period: 1 month

Non-Renewal Notice Period: At least 10 days before the end of the current Subscription Period.

Cloud Service Fees:

Certain parts of the Product have different pricing plans, which are available at Provider's pricing page (supertokens.com/pricing). Customer will pay Provider fees based on the Product tier selected at the time of account creation and Customer's usage per Subscription Period. Provider may update Product pricing by giving at least 15 days notice to Customer (including by email or notification within the Product), and the change will apply in the next Subscription Period.

Payment Period: 5 days from the last day of the Subscription Period

Invoice Period: Monthly

Key Terms

Customer: The company or person who accesses or uses the Product. If the person accepting this Agreement is doing so on behalf of a company, all use of the word "Customer" in the Agreement will mean that company.

Provider: SuperTokens, Inc

Effective Date: The date Customer first accepts this Agreement.

Covered Claims:

Provider Covered Claims: Any action, proceeding, or claim that the Cloud Service, when used by Customer according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights.

Customer Covered Claims: Any action, proceeding, or claim that (1) the Customer Content, when used according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights; or (2) results from Customer's breach or alleged breach of Section 2.1 (Restrictions on Customer).

General Cap Amount:

The fees paid or payable by Customer to Provider in the 12 month period immediately before the claim

Governing Law: The laws of the State of Delaware

Chosen Courts: The state or federal courts located in Wilmington, Delaware

Notice Address:

For Provider: team@supertokens.com

For Customer: The main email address on Customer's account

Security Policy:

Provider will use commercially reasonable efforts to secure the Cloud Service from unauthorized access, alteration, or use and other unlawful tampering.

Provider will maintain annually updated reports or annual certifications of compliance with the following:
SOC2 Type II

Changes to the Standard Terms

Publicity Rights: Modifying Section 14.7 of the Standard Terms, Provider may identify Customer and use Customer's logo and trademarks on Provider's website and in marketing materials to identify Customer as a user of the Product. Customer hereby grants Provider a non-exclusive, royalty-free license to do so in connection with any marketing, promotion, or advertising of Provider or the Product during the length of the Agreement.

Open source components: Certain aspects of the Software, may be distributed "open source" software modules and components ("Open Source Components"). Provider will use reasonable efforts to deliver to Customer any notices or other materials (such as source code) required under the terms and conditions applicable to such Open Source Components. Provider will provide a list of Open Source Components for a particular version of any distributed portion of the Software, on Customer's request. To the extent required by the licenses covering such Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Provider to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made.