## **Terms of Service**

Last Updated: February 15, 2025

**Agreement Overview** This Terms of Service ("Agreement") constitutes a legal agreement between Crawl4ai Cloud ("we," "us," "our") and the individual or entity ("you," "your") accessing or using our services ("Services"). By accessing or using our Services, you agree to be bound by this Agreement and our Privacy Policy. If you do not agree, you may not use the Services.

- **1. Description of Services** Our Services include tools and APIs for converting websites into structured, usable data for various applications. We may update, enhance, or modify these Services at our discretion and without notice. Availability may be subject to change.
- **2. Eligibility and Account Security** To use our Services, you must:
  - Be at least 18 years old (or have guardian consent if aged 13-17).
  - Provide accurate and truthful information during registration and maintain its accuracy.
  - Maintain the confidentiality of your login credentials and promptly notify us of any unauthorized access.
- **3. Permissible Use** You agree to use the Services solely for lawful personal purposes and in compliance with this Agreement. Prohibited activities include:
  - Violating intellectual property rights or applicable laws.
  - Violating or bypassing any website's robots.txt protocols or other forms of content policies
  - Using the Services for unlawful or harmful purposes, including but not limited to fraud, discrimination, or harassment.
  - Reverse engineering, decompiling, or modifying our Services.
  - Sharing or sublicensing your account or Service access without written authorization.

If you intend to use the Services for commercial purposes, you must first contact us at <u>crawl4ai-cloud@alphayantage.co</u> to obtain explicit permission.

**4. Intellectual Property** All materials, software, and proprietary information associated with the Services are owned by the Company or its licensors. You may not reproduce, distribute, or create derivative works from these materials without express permission.

## **5. Payments and Fees**

- Payments are processed through third-party providers. Any disputes related to payments should be directed to the provider.
- Subscription fees, if applicable, are non-refundable and must be paid in accordance with agreed terms.
- Users are responsible for applicable taxes and fees.

- **6. Confidentiality** Each party agrees to maintain the confidentiality of the other party's proprietary information disclosed under this Agreement. Confidential information excludes information that is publicly available, independently developed, or legally required to be disclosed.
- **7. Termination and Suspension** We reserve the right to suspend or terminate your account for violations of this Agreement or other unauthorized activities. Upon termination, your access to the Services will cease, and any outstanding fees will remain due.
- **8. Disclaimers and Limitation of Liability** The Services are provided "as is" without warranties of any kind, either express or implied. We are not liable for indirect, incidental, or consequential damages arising from your use of the Services. Our aggregate liability is limited to the fees paid by you in the six months preceding the event.
- **9. Indemnification** You agree to indemnify and hold harmless the Company, its affiliates, and agents from claims, damages, or liabilities arising from your use of the Services or breach of this Agreement.
- **10. Dispute Resolution** All disputes will be resolved under the laws of the State of Massachusetts with exclusive jurisdiction in the courts of Boston, MA. Users waive rights to class-action lawsuits and agree to individual arbitration where applicable.
- **11.** Changes to the Agreement We may update this Agreement at our discretion. Continued use of the Services constitutes acceptance of any changes. We encourage periodic review of this Agreement.
- **12. Entire Agreement** This Agreement constitutes the complete understanding between the parties concerning the use of the Services, superseding all prior agreements.

**Contact Information** For inquiries or disputes, please contact us at <u>crawl4ai-cloud@alphavantage.co</u>