## OLTO AI Example Terms of Service

**Effective Date:** [Insert Effective Date]

Welcome to OLTO AI! These Terms of Service ("Terms") govern your access to and use of the OLTO AI platform, website, and related services (collectively, the "Services") provided by [Your Company Name] ("OLTO AI," "we," "us," or "our"). Please read these Terms carefully before using the Services. By accessing or using the Services, you agree to be bound by these Terms.1 If you do not agree to these Terms, do not access or use the Services.

**1. Use of Services:**2

* **Eligibility:** You must be at least 18 years old and have the legal capacity to enter into a contract to use the Services. By using the Services, you represent and warrant that you meet these requirements.
* **Account Creation:** You may need to create an account to access certain features of the Services. You are responsible for maintaining the confidentiality of3 your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorised4 access to or use of your account.
* **Permitted Use:** You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services:
	+ In any way that5 violates any applicable federal, state, local, or international law or regulation.
	+ To impersonate or misrepresent your affiliation with any person or entity.6
	+ To interfere with or disrupt the operation of the Services or the servers or networks connected to the Services.
	+ To access or attempt to access any part of the Services or any information that you do not have permission to access.
	+ To use any robot, spider, or other automated means to access the Services.
	+ To transmit or distribute any viruses, worms, or other malicious code.
	+ For any commercial purpose other than as expressly permitted by OLTO AI.
* **User Content:** You are responsible for any content you submit or upload through the Services ("User Content"). You represent and warrant that you have all necessary rights to your User Content and that your User Content does7 not infringe on the intellectual property rights or other rights of any third party. You grant8 OLTO AI a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and distribute your User Content solely for the purpose of providing9 the Services to you.

**2. Intellectual Property:**

* **OLTO AI Content:** All content included in the Services, including but not limited to text, graphics, logos, trademarks, and software, is the property of OLTO AI or its licensors and is protected by copyright and other intellectual property laws.
* **User Content:** You retain all rights to your User Content.

**3. Fees and Payment:**

* **Pricing:** The fees for using the Services are set forth on our pricing page [link to pricing page] and are subject to change.
* **Payment:** You agree to pay all fees due for the Services in accordance with our payment terms.
* **Taxes:** You are responsible for paying all applicable taxes related to your use of the Services.

**4. Disclaimer of Warranties:**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.10 OLTO AI DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. OLTO AI DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**5. Limitation of Liability:**

TO THE FULLEST EXTENT PERMITTED11 BY LAW, OLTO AI WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES,12 EVEN IF OLTO AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OLTO AI'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES EXCEED THE AMOUNT YOU HAVE PAID TO OLTO AI IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

**6. Indemnification:**

You agree to indemnify and hold OLTO AI harmless from any claims, damages, liabilities, and expenses (including attorneys' fees) arising out of or related to your use13 of the Services, your User Content, or your breach of these Terms.

**7. Termination:**

* **By You:** You may terminate your account at any time by contacting us.
* **By OLTO AI:** We may terminate your access to the Services at any time, with or without cause, by providing notice to you.
* **Effect of Termination:** Upon termination, your right to use the Services will immediately cease.

**8. Governing Law:**

These Terms will be governed by and construed in accordance with the laws of [Your State/Jurisdiction], without regard to its conflict of law principles.

**9. Changes to Terms:**

We may update these Terms from time to time. We will notify you of any material changes by posting the updated Terms on our website or14 by other means. Your continued use of the Services after the effective date of the updated Terms constitutes your acceptance of the updated Terms.15

**10. Entire Agreement:**

These Terms constitute the entire agreement between you and OLTO AI regarding the Services and supersede all prior agreements and understandings, whether written or oral.

**11. Contact Us:**

If you have any questions about these Terms, please contact us at:

[Your Company Name] [Your Address] [Your Email Address] [Your Phone Number]

**12. Severability:**

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain16 in full force and effect.

**13. Waiver:**

The failure of OLTO AI to enforce any provision of these Terms will not be deemed a waiver of such provision.

**14. Assignment:**

You may not assign these Terms or your rights or obligations hereunder without the prior written consent of OLTO AI. OLTO AI may assign these Terms or its rights or obligations hereunder without your consent.