

# Terms of Service for Apate.AI Pty Limited

## Introduction

Welcome to [www.apate.ai](http://www.apate.ai) ("Website"). These Terms of Service ("Terms") govern your use of our Website operated by Apate.AI Pty Limited ("we," "us," or "our"). By accessing or using our Website, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use our Website.

## Use of the Website

### Eligibility

By using our Website, you represent and warrant that you have the legal capacity to enter into these Terms.

### Acceptable Use

You agree not to use our Website for any unlawful or prohibited purpose. You agree not to:

- Violate any applicable laws or regulations.
- Infringe the rights of any third party, including intellectual property, privacy, and publicity rights.
- Transmit any harmful or disruptive code, viruses, or other malicious software.
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website.

## Intellectual Property

### Ownership

All content on the Website, including text, graphics, logos, images, and software, is the property of Apate.AI Pty Limited or its content suppliers and is protected by intellectual property laws.

### License

We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Website for personal, non-commercial purposes. You may not reproduce,

distribute, modify, create derivative works of, publicly display, or otherwise exploit any content on the Website without our prior written consent.

## **Privacy**

Your use of our Website is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand our practices regarding your personal information.

## **Disclaimers and Limitation of Liability**

### **Disclaimers**

Our Website is provided on an "as-is" and "as-available" basis. We make no representations or warranties of any kind, express or implied, regarding the operation of our Website or the information, content, or materials included on our Website. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

### **Limitation of Liability**

To the fullest extent permitted by law, Apate.AI Pty Limited and its officers, directors, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits, arising out of or in connection with your use of our Website. Our total liability to you for any claims arising from or related to our Website shall not exceed the amount you paid, if any, to us for accessing and using our Website.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Apate.AI Pty Limited and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of our Website or your violation of these Terms.

### **Changes to These Terms**

We may update these Terms from time to time. We will notify you of any changes by posting the new Terms on our Website. Your continued use of the Website after the changes take effect will signify your acceptance of the revised Terms.

## **Governing Law**

These Terms are governed by and construed in accordance with the laws of New South Wales, Australia, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in New South Wales, Australia, to resolve any dispute arising out of or relating to these Terms or your use of our Website.

## **Contact Us**

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

- **Email:** [contact@apate.ai](mailto:contact@apate.ai)
- **Address:** Level 2, 4 Research Park Drive, Macquarie Park, NSW 2113, Australia

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