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# **Terms of Use and Privacy Policy (EULA)**

*Mechanize Solutions LLP,  
India.*

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## Terms of Use and Privacy Policy (EULA)

### 1. Definitions

“Company” means **Mechanize solutions LLP**, its affiliates, officers, and employees.

“Service” means the software, platform, algorithms, tools, interfaces, and related services provided by the Company.

“User” means the individual or entity accessing or using the Service.

“Outputs” means any data, reports, analysis, or files generated through the Service.

“Subscription” means the paid license to access and use the Service for a defined period.

“Confidential Information” includes all non-public information related to the Service, including but not limited to software, algorithms, models, datasets, interfaces, performance data, error logs, business processes, trade secrets, technical documentation, and Company communications.

### 2. Use of the Service

2.1 The Service is intended solely for professional use by qualified manufacturing process planning engineers. It does not replace certified engineering judgment, professional standards, or regulatory compliance.

2.2 Users must comply with all applicable laws, industry standards, and export control regulations.

2.3 The Service may generate inaccurate, incomplete, or misleading outputs. The Company provides no warranty of certification, compliance, or suitability.

2.4 Users are solely responsible for evaluating, validating, and interpreting all outputs prior to reliance, disclosure, or implementation.

2.5 Prohibited Uses: Users shall not use the Service for unlawful, fraudulent, or malicious purposes; export, re-export, or make the Service available in violation of Indian, U.S., EU, UN, or other applicable trade sanctions and export control laws; use the Service to build, benchmark, or train competing products; engage in scraping, data mining, or automated extraction; or use the Service in life-critical or high-risk environments (aviation, medical devices, defense, nuclear, or other safety-critical systems).

2.6 Evaluation or Trial Access: Any free, evaluation, or academic access is provided strictly for non-commercial, internal testing, and shall not be relied upon for production, regulatory, or certified use.

**2.7 User Warranties:** Users represent and warrant that all data they upload is lawfully obtained and free of third-party IP violations, that they will not input malicious, harmful, or illegal data, and that their use complies with all laws and does not infringe third-party rights.

### 3. Intellectual Property

All intellectual property rights in the Service remain the exclusive property of the Company. Users are granted a limited, non-transferable, non-exclusive, revocable license to use the Service during their active subscription. Unauthorized use constitutes a material breach and may result in immediate termination and legal action. Users retain ownership of their raw outputs, but the Company retains a royalty-free, perpetual license to use outputs for improvement, compliance, and business purposes, and full ownership of any derivative models, insights, or system improvements trained or developed using outputs.

### 4. Confidentiality

Users shall treat all non-public information of the Company as Confidential Information. Confidentiality obligations survive termination for a period of five (5) years. Unauthorized disclosure or misuse of Confidential Information constitutes a material breach and may result in injunctions, damages, and termination.

### 5. Subscription and Payment

An active, valid subscription is required to access the Service. All fees are final, non-refundable, non-cancellable, and non-creditable. Subscriptions may auto-renew unless cancelled per Company policy. Users are responsible for all applicable taxes and levies. The Company reserves the right to change fees, plans, or billing methods at any time. Continued use constitutes acceptance. Chargebacks are prohibited and shall be treated as a material breach. Non-payment may result in suspension or termination of access.

### 6. Data and Privacy

The Company may collect and process technical, diagnostic, and usage data to improve and monitor the Service. By using the Service, Users consent to such collection and processing, subject to applicable law. The Service is not designed for confidential manufacturing IP. The Company disclaims liability for exposure or misuse of confidential data entered against these Terms. The Company takes commercially reasonable measures to secure data but does not guarantee absolute security. Third-party providers (e.g., hosting, analytics, payment processors) may process User data subject to their own terms.



## 7. Disclaimer of Liability

The Service is provided strictly on an “as-is” and “as-available” basis. The Company disclaims all warranties, express or implied, including merchantability, fitness for purpose, and accuracy. The Company does not guarantee uninterrupted, error-free, or secure operation. The Company is not liable for financial losses, loss of production or profits, operational disruption, equipment damage, legal or regulatory penalties, reputational harm, or any third-party redistribution or misuse of outputs. Outputs are not certified engineering, regulatory, or compliance reports. Liability Cap: The Company’s aggregate liability shall not exceed the total fees paid by the User in the twelve (12) months preceding the claim. Users assume all risks of relying on Service outputs.

## 8. Indemnification

Users shall indemnify, defend, and hold harmless the Company, its affiliates, officers, employees, and agents from all claims, damages, losses, penalties, and expenses (including legal fees) arising out of use or misuse of the Service, reliance on or distribution of outputs, breach of these Terms, or violation of third-party rights.

## 9. Termination

The Company may suspend or terminate access at any time, with or without cause, without notice. Upon termination, all rights cease immediately. No refunds, credits, or compensation will be provided under any circumstance. Users must immediately stop using the Service, destroy or delete all outputs and Confidential Information, and cease all redistribution of outputs. Termination does not limit the Company’s right to seek damages or equitable relief for breaches.

## 10. Modifications

The Company may modify these Terms at any time without notice. Posting updates on the Service platform constitutes effective notice. Continued use = acceptance.

## 11. Governing Law and Final Decision

These Terms are governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the courts in Mysuru, Karnataka, India. Users waive any objection to jurisdiction, venue, or inconvenient forum outside Mysuru, India. The Company’s decisions, determinations, and interpretations regarding the Service, outputs, or these Terms are final, binding, and conclusive on all Users. Users waive any right to class actions, collective proceedings, or representative claims.

## 12. General Provisions

**Assignment:** Users may not transfer or assign rights under this Agreement without prior written consent from the Company.

**Notices:** Legal notices must be sent to the Company's registered office address.

**Waiver:** Failure to enforce a provision does not waive future enforcement.

**Severability:** If any clause is invalid, the remainder remains enforceable.

**Entire Agreement:** These Terms constitute the entire agreement, superseding all prior agreements, proposals, or representations.

**Force Majeure:** The Company is not liable for delays, failures, or damages due to events beyond its reasonable control, including but not limited to natural disasters, cyberattacks, strikes, government actions, or network outages.

**Survival:** Sections relating to intellectual property, confidentiality, payment, indemnification, disclaimers, liability limitations, governing law, notices, and general provisions survive termination.

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