

Terms of Service

Effective Date: April 27, 2025

Welcome to Artiv AI Solutions! By using our services, you agree to these Terms of Service. Please read them carefully before accessing or using our services. These terms govern your access to and use of our platform, products, and services, and are legally binding.

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1. Eligibility

You must be at least 18 years old and legally capable of entering into a binding contract under applicable laws to access and use our Services. By using our Services, you represent and warrant that you meet all eligibility requirements. If you are using our Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

2. Account Registration

To access certain features, you may be required to create an account with us. You agree to:

- Provide accurate, current, and complete information during the registration process;
- Maintain the security of your account by not sharing your password with others;
- Accept full responsibility for all activities that occur under your account;
- Immediately notify us of any unauthorized access or suspected security breaches.

You understand and agree that we are not responsible for any loss or damage arising from your failure to comply with these obligations.

3. Acceptable Use Policy

You agree NOT to engage in any of the following prohibited activities:

- Using the Services for any unlawful, harmful, fraudulent, or malicious purposes;
- Attempting to gain unauthorized access to any part of our systems, networks, or infrastructure;
- Introducing viruses, malware, spyware, or other harmful materials;
- Copying, reproducing, redistributing, or creating derivative works of any part of our services or platform without our prior written consent.

Violation of these policies may result in suspension or termination of your account and may expose you to civil and criminal liabilities, in addition to our full pursuit of legal remedies.

4. Intellectual Property Rights

All intellectual property rights, including but not limited to copyrights, patents, trademarks, trade secrets, software code, designs, graphics, strategies, and business models, are and shall remain the exclusive property of Artiv AI Solutions.

Strictly prohibited actions include:

- Copying, stealing, reproducing, distributing, or modifying any content;
- Reverse engineering, decompiling, or attempting to derive the source code or inner workings of our products and services.

Warning: Even minimal unauthorized use will trigger immediate legal action, including, but not limited to, claims for damages, injunctions, and full criminal prosecution under applicable intellectual property laws.

5. Payment Terms

When you engage in any paid transaction with us, you agree to:

- Pay all charges in accordance with the pricing, payment terms, and billing terms in effect at the time a charge is due;
- Accept that all payments are non-refundable unless otherwise explicitly specified in writing;
- Acknowledge that failure to pay any amount due may result in suspension, denial, or permanent revocation of services at our sole discretion.

We reserve the right to revise pricing for existing and new services with prior notice where reasonably possible.

6. Client Content

You retain full ownership of any content, data, materials, or information ("Client Content") you provide to Artiv AI Solutions.

By submitting or sharing Client Content through our platform, you **grant us a worldwide, non-exclusive, royalty-free license to use, host, store, process, reproduce, adapt, modify (for technical purposes such as resizing or formatting), publish, and display** such content — but **only to the extent necessary to deliver, operate, improve, or secure our services**.

You are **solely responsible** for ensuring that all Client Content you submit is **accurate, lawful, and does not infringe upon** any intellectual property rights, privacy rights, or other rights of any third party.

You agree that we have no obligation to review or monitor Client Content for violations. However, we reserve the right (but not the obligation) to remove or disable access to any content that we determine may be unlawful or in violation of these Terms.

You also acknowledge that, **by submitting Client Content, you confirm you have all necessary rights, permissions, and authority** to provide it to us under these Terms.

7. Third-Party Services Disclaimer

Our services may include access to or integrations with third-party services, websites, software, tools, APIs, or resources ("Third-Party Services").

Artiv AI Solutions **does not control, endorse, or assume any responsibility** for any Third-Party Services accessed through or linked from our platform.

You understand and agree that:

- Use of any Third-Party Services is **at your own risk**;
- We are **not liable** for any damage, loss, or issues caused by your use of Third-Party Services;
- Any dealings you have with third parties are **solely between you and the third party**, including but not limited to compliance with their terms and privacy policies;
- We are **not responsible** for verifying or validating the reliability, security, or functionality of any Third-Party Service.

We strongly recommend that you **carefully review** the terms, conditions, and privacy policies of any Third-Party Service before using or relying upon it.

8. Issue Reporting, Timing, and Responsibility

In the event you encounter any problem, defect, bug, or service disruption within our system/product/service, you are required to report the issue **within 36 hours** of discovery via

our official support channels (<http://help.artiv.in>).

Upon timely reporting:

- We will issue a **Preliminary Acknowledgment Report** within **24 to 48 hours**.
- If the reported issue is complex, highly technical, or requires extended investigation beyond 48 hours, we will issue an **Interim Delay Notice** explaining the status and expected timeline for resolution.

By submitting an issue report, you acknowledge and agree that complex issues may take longer to resolve, and that **delays in resolution do not constitute service failure** as long as proper communication is maintained.

Failure to report within the 36-hour window releases Artiv AI Solutions from any liability for resulting delays, escalations, or impacts caused by the issue.

9. Support Channel Failure Handling

If our official support channel (<http://help.artiv.in/support/issue-report>) is unavailable or inaccessible during your attempt to report an issue:

- You must submit **clear, complete, and verifiable evidence** demonstrating the unavailability, which must include:
 - A **video recording** starting with a visible display of the **current system time and date** (preferably through your system clock);
 - A **continuous recording** clearly showing your attempts to access the support channel, including any **error messages, connection failures, or system timeouts**;
 - **Screenshots** and **log files** (where applicable) that further support the claim of unavailability.

After collecting the evidence:

- You must **send an email** to artiv.intelligence@gmail.com with the **Subject Line:**
→ **"Support Channel Failure Report – Immediate Attention Required"**
- Attach the video, screenshots, and relevant files to your email submission.

Upon verification of the evidence:

- We will issue an **Automated Verification Acknowledgment**;
- You will receive a **Personalized Alternative Reporting Page** via email to formally submit your issue.

Important:

If you fail to provide complete evidence, do not use the specified subject line, or fail to send the email to the designated address, Artiv AI Solutions will **not be held responsible** for acknowledging, handling, or resolving your delayed issue. Responsibility for such delays or losses remains solely with the client.

10. Hacking, Illegal Activities, and Security Violations

The following actions are **strictly prohibited** and considered severe breaches of our Terms:

- Unauthorized attempts to access, hack, or interfere with our systems, servers, APIs, or databases;
- Attempting to disrupt, damage, manipulate, reverse-engineer, or degrade the integrity of our Services;
- Using our Services to perform or facilitate any illegal, fraudulent, or criminal cyber activity.

If you engage in any of the above activities:

- **Your access to our Services will be terminated immediately without notice;**
- We will initiate **civil and criminal legal actions** against you;
- We will seek **full damages, penalties, and reimbursement of all associated legal fees;**
- You may be subject to **criminal prosecution** under applicable cybercrime laws.

We maintain **active, continuous monitoring systems** powered by advanced AI and human oversight to

11. Termination of Access

Artiv AI Solutions holds the full and absolute right, at our sole discretion, to immediately suspend, restrict, or permanently terminate your access to our services without prior notice if:

- You materially violate any term, condition, or policy of this agreement;
- You engage in any action that threatens the security, integrity, performance, reputation, or operations of our platform, services, users, or business;
- We are required to do so by law, regulation, or official government order.

Post-Termination Responsibilities:

Even after your access is terminated, you remain fully responsible for all outstanding obligations, including unpaid fees, protection of our intellectual property, and maintaining confidentiality.

Any obligations intended to survive termination will remain legally enforceable without limitation.

Enforcement:

If you breach these terms, Artiv AI Solutions will take immediate action — including but not limited to legal proceedings, financial claims, and permanent bans from all current and future services.

12. No Warranty, No Guarantee of Results

Artiv AI Solutions provides all services on an **"as-is" and "as-available"** basis. We make **no guarantees or warranties**, whether expressed or implied, regarding the accuracy, reliability, completeness, or performance of our services.

We do **not guarantee** any specific **results, profitability, business growth, or success** from the use of our products or services. Actual results may vary based on a wide range of factors, including but not limited to, user implementation, market conditions, and operational context.

Any **figures, metrics, performance numbers, or case studies** displayed or shared by Artiv AI Solutions – whether on our website, presentations, or communication materials – are **based on combined data from all our products**, historical performance, internal testing, user reviews, and expected feedback as analyzed by our official team. These do **not serve as promises, assurances, or guarantees** for individual clients or use cases.

Use of our services is entirely **at your own discretion and risk**. By using them, you acknowledge and accept this uncertainty.

13. Beta Features Notice

From time to time, we may introduce beta versions or experimental features to selected users or the general public.

These Beta Features:

- Are provided purely on an "as-is" basis, without any warranties, guarantees, or assurances of performance;
- May contain bugs, limitations, or security vulnerabilities and are not production-ready;
- Are meant solely for testing, feedback, and early access purposes;
- May change significantly, be improved, or be removed entirely at our sole discretion and without prior notice;
- Should not be used for mission-critical tasks unless explicitly marked as stable or production-approved.

By using any beta feature, you accept full responsibility for any risks, issues, or losses that may arise.

We disclaim all liability associated with their use and offer no support guarantees for such features.

Beta features Policy will be disclosed to relevant users via email and system alerts at the time of their release.

14. Feedback and Suggestions

We highly value your feedback, suggestions, design ideas, and improvement recommendations. When you submit feedback to **Artiv AI Solutions**, you agree to the

following terms:

- You grant **Artiv AI Solutions** a **perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license** to use, implement, adapt, display, publish, or incorporate your feedback into our products, services, strategies, or communications — across any medium and platform.
- We may use your suggestions **without seeking prior approval**, and without any obligation to provide compensation, credit, or acknowledgment.
- You **waive any and all rights** to claim ownership, recognition, attribution, or any form of **legal, financial, or moral compensation** related to your suggestions, their use, or their implementation in any part of our business.
- When your suggestion leads to a new release, improvement, or feature, **your name and profile image may be publicly displayed** on our website, communication materials, or release notes — unless you explicitly request in writing not to be named.
- In some cases, we may notify you when your feedback has been implemented or referenced, but this is **at our discretion and not mandatory**.

By submitting feedback, you understand and agree that it becomes part of Artiv AI Solutions' internal and external strategic assets.

15. Compliance and Responsibility on Reporting Delays

You are **fully and solely responsible** for identifying, documenting, and reporting any issues, service disruptions, or errors **within thirty-six (36) hours** of first discovering the problem.

Reports must be made **through Artiv AI Solutions' official support channels**

(<http://help.artiv.in/support/issue-report>) as specified.

If you:

- Fail to report the issue within the 36-hour window; **or**
- Fail to submit valid, verifiable evidence in the event our official support channel is unavailable (as outlined in our policies),

then **Artiv AI Solutions shall not be held liable**—under any circumstances—for any resulting:

- Project delays or timeline extensions,
- Missed deadlines,
- Business losses or financial damages,
- Reputational harm,
- Operational or service disruptions,
- Or any related direct or indirect impacts.

Timely reporting, proper evidence submission, and strict compliance with our procedures are mandatory client responsibilities.

By using our services, you **expressly agree** that if you fail to meet these obligations, you **waive** the right to:

- Request refunds, discounts, or service credits,
- Claim compensation,
- Raise disputes, legal complaints, or damage claims related to the unreported issue.

Artiv AI Solutions reserves the right to mark any unreported, improperly reported, or delayed issues as **"closed by default,"** with no further obligation to investigate, acknowledge, or resolve them.

Our ability to maintain high service standards depends equally on **your commitment** to timely, responsible, and transparent communication.

16. Sanctioned Countries and Restricted Users

Access to Artiv AI Solutions' services is **strictly prohibited** for individuals, organizations, or entities located in, operating from, or associated with countries, regions, or groups subject to sanctions, embargoes, or legal restrictions under Indian law, international regulations, or applicable government authorities.

We reserve the absolute right, without prior notice, to:

- Deny, suspend, or terminate access,
- Refuse service,
- Block transactions or interactions,

whenever necessary to comply with legal, regulatory, or enforcement obligations.

By using our services, you **warrant and represent** that you are not subject to any such restrictions.

Violation of this policy may result in immediate suspension, legal action, and permanent access restrictions without liability or obligation on our part.

17. Ownership Transfer in Event of Merger or Acquisition

In the event of a merger, acquisition, sale, or restructuring of Artiv AI Solutions, the ownership of the company, its products, and services may be transferred to a new entity. **However, your personal data, confidential information, and client records will never be sold, marketed, or transferred independently for commercial purposes.**

Instead:

- Your information will remain securely protected and will only be transferred **as part of the company's assets**, solely to enable continuity of service.
- All existing subscriptions, service agreements, and client protections will remain intact and will be **honored by the successor entity** once the transition is fully completed.
- The new entity will be required to **maintain at least the same standards of privacy, security, and service quality** that you enjoyed under Artiv AI Solutions.

By continuing to use our services, you expressly acknowledge and agree that such corporate transitions may occur, and your relationship with Artiv AI Solutions, along with related data, will continue seamlessly under the new ownership.

We are committed to ensuring that your trust, security, and service experience are maintained throughout any such transition process.

18. Monitoring and Logging

To ensure the highest standards of **security, compliance, and operational efficiency**, we leverage advanced **AI technologies** and other monitoring tools across our platform. This allows us to:

- Detect and prevent **security threats** and unauthorized activities.
- Ensure **compliance** with applicable laws, regulations, and best practices.
- Continuously **improve** the performance and reliability of our services.

All monitoring is conducted with the utmost respect for your privacy and the integrity of your data. We are committed to maintaining transparency and accountability in our operations, and all monitoring activities are solely for enhancing the **security** and **quality** of your experience with Artiv AI Solutions.

19. Limitation on Claims

Any claim, dispute, or legal action arising from the use of our services must be formally submitted **within sixty (60) calendar days** from the date of the incident or issue that gave rise to the claim. If the claim is not filed within this time frame, it will be considered **waived** and **permanently barred** under Indian law.

This limitation period applies to all claims, whether arising from breach of contract, tort, statutory violations, or any other legal or operational issues related to our services.

Jurisdiction & Dispute Resolution:

Any unresolved claim or dispute that cannot be amicably settled shall be subject to the exclusive jurisdiction of the courts of **Jamnagar, Gujarat**, in accordance with Indian law. Both parties agree to submit to the jurisdiction of the **courts in Jamnagar**, and all disputes shall be resolved in accordance with the **Indian Contract Act, 1872**, and any other relevant legislation under Indian law.

By using our services, you acknowledge that this limitation is reasonable, and you agree to promptly report any claims or disputes within the stipulated time frame to ensure your rights are protected.

20. Penalty Clause for Violations

In the event of any violation of these Terms, including but not limited to **intellectual property theft, unauthorized access (hacking), or engagement in illegal activities**, you will be held fully liable for:

- **All resulting direct, indirect, and consequential damages** incurred by Artiv AI Solutions.
- **Full reimbursement of all legal fees, court costs, and associated expenses** arising from the violation.
- **Penalties, fines, and charges** imposed by applicable laws, regulations, or enforcement agencies for the violation.

You acknowledge that any such violation will be taken seriously and will result in immediate **legal and financial repercussions**. This is to ensure the protection of our business, platform, users, and intellectual property rights.

21. Governing Law and Jurisdiction

These Terms, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with the laws of **Gujarat, India**.

- **Exclusive Jurisdiction:** All disputes shall be subject to the **exclusive jurisdiction of the courts** located in **Jamnagar, Gujarat**, and you irrevocably consent to the jurisdiction of these courts for the resolution of any disputes related to these Terms.

By using our services, you agree to this **jurisdiction clause**, ensuring that any legal actions or disputes are resolved efficiently and fairly under the local laws of Gujarat.

22. Right to Refuse Service

We Artiv AI Solutions **reserves the unequivocal right to refuse, suspend, or terminate access to our services** for any individual, organization, or entity, at our sole discretion, and at any time, for any lawful reason, including but not limited to:

- **Violation of these Terms** or any policies, rules, or guidelines established by Artiv AI Solutions.
- **Conduct that harms, disrupts, or negatively impacts the platform**, its users, services, security, or operations.
- **Engagement in any illegal, unethical, or unauthorized activities.**
- **Failure to comply with any legal, regulatory, or compliance requirements.**
- **Non-payment or failure to fulfill any financial obligations** owed to Artiv AI Solutions.

In the event of refusal or termination of service, Artiv AI Solutions is under no obligation to provide any **compensation, refunds, or reimbursements** for any damages, losses, or interruptions. Any **outstanding payments, legal obligations, and intellectual property protections** will remain in effect even after service termination.

By using our services, you acknowledge and accept that we hold full discretion in this matter and agree that Artiv AI Solutions is **not liable for any consequences** of refusal or termination

of services.

23. Severability

If any part of these Terms is found to be invalid or cannot be enforced by a court, it does not affect the rest of the Terms. The rest of the Terms will still remain valid and apply as intended. The invalid part will be adjusted to reflect the original intent as closely as possible, ensuring that everything else remains in effect.

24. Entire Agreement

These Terms, together with any referenced policies, agreements, or other documentation, constitute the **entire agreement** between you and Artiv AI Solutions concerning the use of our services. This agreement supersedes and replaces all prior or contemporaneous agreements, representations, or understandings, whether written or oral, relating to the subject matter hereof. No verbal or written communication will alter these Terms unless expressly agreed upon in writing by both parties.

25. Contact Us

If you have any questions, concerns, or inquiries regarding these Terms or our services, please reach out to us using the following contact information:

- **Email:** artiv.intelligence@gmail.com
- **Website:** <https://www.artiv.in>

Our team is available to assist you and address any issues you may have.

Contact Us

If you have any questions regarding these Terms, please contact us at:
artiv.intelligence@gmail.com

