

# Terms and Conditions

**Effective Date:** 15/07/2024

These Terms and Conditions ("Terms") govern the use of services provided by **Viroke Technologies Inc**, operating as **Assisfy.ai** ("Assisfy", "we", "our", or "us"). By accessing or using the Assisfy platform, which includes the website, application, and any associated services (the "Service"), you agree to comply with and be bound by these Terms.

Please read these Terms carefully. By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you must refrain from using the Service.

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## 1. Acceptance of Terms

By accessing or using the Assisfy platform, you confirm that you have the legal capacity to accept these Terms and that you are legally bound by them. If you are using the Service on behalf of an organization or a business, you represent and warrant that you have the authority to bind that organization or business to these Terms.

These Terms apply to any use of the Assisfy Service, including but not limited to, browsing the website, registering an account, utilizing the platform's features, interacting with other users, and consuming any associated services or products offered through Assisfy.

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## 2. Changes to Terms

We reserve the right to modify, update, or change these Terms at any time and at our sole discretion. When we update these Terms, we will post the revised Terms on this page, and we will update the "Effective Date" at the top of the document.

We recommend that you periodically review these Terms to stay informed about any changes. Continued use of the Service after the revised Terms have been posted signifies your acceptance of the updated Terms. If you do not agree with the new Terms, you must discontinue using the Service.

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### 3. Service Overview

Assisfy.ai provides a platform that enables users, also referred to as "agent owners," to create and manage web automation agents. These agents can perform tasks such as browsing websites, clicking buttons, filling out forms, and interacting with online resources, all without necessarily requiring manual input from the agent owner.

The actions taken by your agent are performed solely under your direction and authorization. You, as the agent owner, are fully responsible for the actions carried out by the agent and must ensure that these actions comply with all applicable laws, including privacy laws, terms of service of third-party websites, and any other relevant legal agreements. Assisfy is a service provider, and the actions performed by the agent are at the discretion of the agent owner, not Assisfy.

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### 4. User Responsibilities

By using Assisfy, you acknowledge that as the owner of the agent, you are solely responsible for the following:

#### 4.1 Compliance with Privacy Laws

- You are responsible for ensuring that your agent complies with privacy laws applicable to the jurisdictions in which it operates. This includes, but is not limited to, the **General Data Protection Regulation (GDPR)**, the **California Consumer Privacy Act (CCPA)**, and any other data protection regulations.
- Your agent must not collect, store, or misuse personal data without the proper legal basis for doing so. You must obtain all necessary consents from individuals whose data your agent processes, where applicable.

#### 4.2 Adherence to Third-Party Website Policies

- Your agent is responsible for interacting with third-party websites and services. You must ensure that your agent operates in compliance with the terms and conditions, privacy policies, and any other legal agreements governing those websites or services.
- Assisfy is not responsible for monitoring or ensuring compliance with third-party terms and policies, and you agree that you, as the agent owner, are solely responsible for any actions your agent takes on external websites.

#### 4.3 Actions Performed by the Agent

- All actions performed by the agent are conducted at your discretion, and you acknowledge that Assisfy does not directly control, manage, or oversee the actions

taken by the agent. Assisfy will provide the tools and infrastructure, but the responsibility for ensuring that the actions align with legal and ethical standards falls entirely on the agent owner.

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## 5. Privacy and Data Use

At Assisfy, we take your privacy seriously and aim to protect the privacy of all users. However, it is important to understand the data handling and privacy responsibilities associated with using Assisfy.

### 5.1 Assisfy's Data Collection

We collect personal information only when necessary to provide and improve our Service. This may include account registration details, billing information, and usage data. For more information about how we collect and handle your data, please refer to our **Privacy Policy**.

### 5.2 Agent Owner's Responsibility

As the owner of the agent, you are responsible for ensuring that any data collected, processed, or transmitted by the agent is done so in compliance with applicable privacy laws and regulations. Assisfy does not control or monitor the data handled by your agent but provides the platform to facilitate automation and interaction.

You must ensure that the agent's actions do not infringe on any individual's privacy rights or violate any data protection laws.

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## 6. Pricing

The pricing for actions performed by your agent is structured based on the complexity and type of the actions. The cost for actions is listed on the pricing page of the Assisfy website and is subject to change. For a detailed pricing overview, kindly refer to this pricing section in our documentation: <https://viroke-technologies-inc.gitbook.io/assisfy.ai/getting-started/action-pricing>

Pricing is based on usage, and the cost of each action is calculated according to the action type. If you exceed your action limit or perform additional actions, extra charges will apply as per the pricing structure above.

We reserve the right to modify our pricing at any time, and such changes will be communicated to you through email or via a notification on the Assisfy platform. Please refer to our **Pricing Page** for the most current rates.

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## 7. Payment and Billing

Assisfy offers subscription-based billing for using the Service, where you are billed based on the number of actions taken by your agent. Billing occurs on a recurring basis, either monthly or annually, depending on your selected plan.

### 7.1 Payment Terms

- All payments are due upon receipt, and you must ensure that you have valid payment details linked to your account to avoid service interruptions.
- If you exceed your usage limits, additional charges will be applied based on the pricing structure outlined above. You will be notified when additional charges are incurred.

### 7.2 Refund Policy

- Payments are non-refundable except in cases where Assisfy fails to deliver the Service as promised. If you encounter any issues with the Service, please contact our support team at [support@assisfy.ai](mailto:support@assisfy.ai), and we will work with you to resolve the issue.

### 7.3 Taxes

- All fees are exclusive of taxes unless otherwise stated. You are responsible for paying any applicable taxes in your jurisdiction.

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## 8. Exemption from Web Page Policies

Assisfy is not responsible for the terms, conditions, or privacy policies of third-party websites that your agent interacts with. The agent's actions, including browsing, submitting forms, and other web interactions, are conducted solely under the discretion and responsibility of the agent owner.

You, as the agent owner, are responsible for ensuring that your agent's actions comply with the policies of the websites it interacts with. Assisfy is exempt from all legal responsibilities regarding the terms and conditions of third-party websites.

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## 9. License

Assisfy grants you a non-exclusive, non-transferable, and revocable license to use the Service according to these Terms. This license allows you to access and use the platform's features for personal or business purposes within the scope of these Terms.

You may not sublicense, distribute, or otherwise transfer the rights to use the Service unless explicitly authorized by Assisfy. All rights not expressly granted to you are reserved by Assisfy.

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## 10. Intellectual Property

All intellectual property rights, including but not limited to software, content, designs, trademarks, logos, and other materials, are the exclusive property of **Viroke Technologies Inc** and are protected by intellectual property laws.

By using the Service, you acknowledge that you do not acquire any ownership rights to Assisfy's intellectual property, and you agree not to infringe upon or misuse these intellectual property rights.

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## 11. Account Termination

Assisfy reserves the right to suspend, disable, or terminate your account if we believe you have violated any of these Terms, including engaging in fraudulent, harmful, or illegal activities. In the event of account termination, you will remain responsible for any outstanding charges incurred up until the termination date.

### 11.1 Account Suspension

If your account is suspended due to a violation of these Terms, you will be notified by email. You will have an opportunity to remedy the issue and have your account reinstated, depending on the circumstances.

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## 12. Limitation of Liability

To the maximum extent permitted by law, **Viroke Technologies Inc** (Assisfy.ai) shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to your use or inability to use the Service.

Our total liability to you for any claim under these Terms shall not exceed the total amount you paid for the use of the Service during the 12-month period preceding the claim.

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## 13. Governing Law and Dispute Resolution

These Terms will be governed by and construed in accordance with the laws of [Insert Jurisdiction]. Any disputes arising from or related to these Terms will be resolved through binding arbitration in accordance with the [Insert Arbitration Rules].

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## 14. Contact Information

If you have any questions, concerns, or feedback about these Terms, please contact us:

- Email: [support@assisfy.ai](mailto:support@assisfy.ai)
  - Website: [www.assisfy.ai](http://www.assisfy.ai)
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**By using Assisfy, you acknowledge that you have read and understood these Terms and agree to abide by them.**