

End-User Licensing Agreement (EULA)

Terms and Conditions of Use for Basic (Free) and Premium (Paid) Users

This End-User License Agreement (“Agreement” or “EULA”) is a legal agreement between you (“User,” “you,” or “your”) TeraOpenSciences (“TOS”, “we”, “us”) which governs your access to and use of the tos-ww.com website and the services provided therein (collectively, the “Service”), including the ability to upload data, whether as a paying (premium) or non-paying (free) user.

Please read this Agreement carefully before accessing or using the Service. By accessing or using any part of the Service, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions, you must not access or use the Service.

1. Eligibility

- You must be at least the age of majority in your jurisdiction to use the Service.
- If you are using the Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to this Agreement.

2. Account Registration and Security

- You may be required to create an account to use certain features of the Service, including data uploading.
- You are responsible for maintaining the confidentiality of your account credentials and for any activity under your account.
- You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

3. User Types: Basic and Premium Accounts

- Free Users: Basic (Free) users have access to a limited set of Service features, which may include restrictions on storage capacity, upload file size, or the number of uploads.
- Paid Users: Premium (Paid) users may purchase subscriptions or other paid access plans that offer enhanced Service features, such as increased storage, priority support, or extended functionality. Payment terms and subscription rules will be provided during the sign-up process and may be updated from time to time.

4. License Grant

- Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal or internal business purposes.



- You may upload, store, and manage data in accordance with your user type and within the limits of your plan.

5. User Data and Content

- You retain ownership of any data, files, or content (“User Data”) you upload to the Service.
- By uploading User Data, you grant us a worldwide, non-exclusive, royalty-free license to use, store, host, reproduce, and process your User Data solely for the purpose of providing and improving the Service.
- You represent and warrant that you have all necessary rights, licenses, and permissions to upload and use the User Data on the Service.
- You agree not to upload any data or content that is unlawful, infringing, offensive, discriminatory, or violating the rights of others.

6. Data Security and Privacy

- We implement reasonable technical and organizational measures to protect your User Data.
- Your use of the Service is also subject to our Privacy Policy, which explains how we collect, use, and protect your information.
- While we strive to safeguard your data, you acknowledge that no system is completely secure and you upload data at your own risk.

7. Use Restrictions

- You agree not to:
 - Use the Service for any unlawful, fraudulent, or malicious purpose.
 - Upload viruses, malware, or any harmful code.
 - Attempt to gain unauthorized access to other user accounts or the Service’s systems.
 - Resell, lease, or sublicense the Service or any part thereof.
 - Use automated agents, bots, or scripts to access the Service without our express permission.

8. Termination and Suspension

- We may suspend or terminate your account and access to the Service at our sole discretion, without notice, for conduct that we believe violates this Agreement or is otherwise harmful to other Users or to the Service.
- Upon termination, your right to use the Service will immediately cease and we may delete your User Data in accordance with applicable laws and our internal policies.
- You may terminate your account at any time by following the instructions in your account settings.

9. Intellectual Property

- All content, software, and materials provided by the Company (other than User Data) are owned by the Company or its licensors and are protected by copyright and other intellectual property laws, and the TeraOpenScience IP policies.
- Except for the rights expressly granted to you in this Agreement, we reserve all rights, title, and interest in and to the Service.

10. Modifications to the Service or Agreement

- We reserve the right to modify, suspend, or discontinue any part of the Service at any time, with or without notice.
- We may update this Agreement from time to time. Continued use of the Service after changes to the Agreement constitutes acceptance of those changes.

11. Disclaimers

- The Service is provided “as is” and “as available” without warranties of any kind, express or implied.
- We disclaim all warranties, including but not limited to merchantability, fitness for a particular purpose, or non-infringement.
- We do not guarantee that the Service will be uninterrupted, error-free, or secure.

12. Limitation of Liability

- To the fullest extent permitted by law, the Company will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of data, revenue, or profits, arising out of or in connection with your use of the Service.
- In no event will our total liability to you exceed the amounts paid by you (if any) for the Service during the twelve months prior to the event giving rise to liability.

13. General Provisions

- This Agreement constitutes the entire agreement between you and the Company with respect to the use of the Service and supersedes all prior or contemporaneous communications and proposals, whether oral or written.
- If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.
- No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

By using the Service, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this End-User License Agreement.