

Privacy Policy & Terms of Service

Privacy Policy

Keyoti Inc (referred to here as “we,” “our,” or “Keyoti”) created this Privacy Policy to inform our website users, customers, browsers, online community participants, those who purchase or inquire about our products and services and others (collectively referred to as “customers”) about our practices regarding collection, use and disclosure of personally identifiable information (“personal data”) that we collect from them.

This Privacy Policy is subject to our Terms of Use. We may revise this Privacy Policy from time to time, the most current version of the policy will be available at https://conveyor.cloud/Home/Privacy_Policy

Your Consent

You should read this entire Privacy Policy prior to submitting information to us, using our website or using our services. Whenever you submit information via our website or otherwise to us, whether online or offline, you consent to the collection, use and disclosure of that information in accordance with this Privacy Policy.

Information Collection and Use

We may collect personal data (including, without limitation, age, address, email address, phone number, and geographic location) from customers both online and offline. Online, we may collect information through our website or through other online avenues. In many cases, such information will be collected directly from you, such as through registration, a transaction or inquiry (including via a telephone call) or your submission of a form, registration or communication to us. Information may also be gathered through your activities and interactions with us, including, without limitation, your online activity on our website. We may combine data collected from these sources unless we tell you otherwise.

As you use our website, some information can be “passively” collected using various technologies, such as cookies, web beacons and navigational and location data collection (log files, server logs). Your Internet browser automatically transmits some of this information, such as the URL of the website you just visited and the Internet Protocol (IP) address and browser version currently being used by your computer. Such technologies help us to keep track of your interactions with our website and provide you with a more customized experience.

We use personal data about customers for a wide range of purposes. We use it to respond to your requests; to provide products or services that you have ordered; to process your order transactions and contact you regarding your order; to allow you to post information and other content online; to improve our products and website; to follow up with you after you have communicated with us or submitted information to us; to send promotional communications or offers (unless you have requested that we not send such communications); for marketing, research and legal purposes and other purposes (including, without limitation, call center recordings); to address your interests and concerns; and as otherwise specified in this Privacy Policy and/or at the point of personal data collection.

We may disclose personal data you provide to consultants, service providers, and contractors that we use to support our business and operations who have agreed to keep the information

confidential and use it only to provide the applicable service(s). In some cases, we work with other companies who help to gather information from you or help us to communicate with you.

We do not share personally identifiable information with third parties for any marketing or commercial purposes.

We may also disclose personal data to third parties (including, without limitation, governmental agencies) if required to do so by law, regulation or court order; to respond to governmental and/or law enforcement requests; to identify, contact or bring legal action against someone who may be causing injury to or interfering with our (or others') rights or property; to support any actual or threatened claim, defense or declaration in a case or before any jurisdictional and/or administrative authority, arbitration or mediation panel; or in connection with disciplinary actions/investigations. We may also disclose personal data to third parties in connection with the sale, assignment or other transfer of the business of our website or the sale, assignment, merger, reorganization or other transfer of our brand or company.

The recipients of customers' personal data, and more generally these disclosures, may be located in the United States or other jurisdictions that might not provide a level of protection equivalent to the laws in your jurisdiction. By submitting personal data to us, you consent to the transfer of such personal data outside your jurisdiction.

We may make full use of all information that is de-identified or otherwise not in personally identifiable form. We may also make full use of all user-generated content you submit to us, in accordance with our Terms of Use.

Security

We take appropriate steps to protect personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction, whether in transmission or storage. Please keep in mind, however, that there is no such thing as perfect security, and no Internet transmission is ever completely secure or error-free. Moreover, you are responsible for maintaining the confidentiality of any user name and password you use.

Contact Preferences; Opt-In and Opt-Out

We would like to keep in touch with you in ways that you find to be beneficial. If you don't want us to use your contact information to communicate with you for promotional purposes, please tell us that when you provide your contact information. You can also let us know your preference later by contacting us by email or by following the instructions in various communications that we may send you. Keep in mind that these preferences regarding promotional contacts do not mean that we might not contact you for other reasons, such as those related to an order you placed, an inquiry you made, a legally required notice and so on.

Contact Us

If you have questions or concerns related to this Privacy Policy or our information practices, would like to update or correct information you have provided or would like to opt-out of promotional communications from us, please contact us as follows: support@keyoti.com

Changes to This Privacy Policy

This Privacy Policy may be revised from time to time for any reason. If this Privacy Policy changes we will notify you of such changes by posting the revised policy on this page. Be sure to check the Privacy Policy whenever you submit personal data or use our website.

Terms of Service

Agreement

These Terms of Service (the "Terms") cover your use of the services Keyoti Inc. provides, including the conveyor.cloud website (the "Site"), the Conveyor API, the Conveyor tunneling service, the Conveyor client software, and any other software or services offered by Keyoti Inc. in connection with any of the above services (the "Conveyor Services" or the "Services"). "Keyoti Inc." means the owner and operator of the Conveyor Services which distributes the Conveyor software and services.

You must agree to the Terms in order to use the Services. Your use of the Services means your acceptance of and agreement to the Terms. Keyoti Inc. will treat your use of any portion of the Services as acceptance of, and agreement to, the Terms from that point on.

Keyoti Inc. may make changes to the Terms from time to time. We will provide notice on the dashboard of the Keyoti Inc. service if the Terms change in any substantive way. We will provide at least seven (7) days' notice before the changes take effect, during which period of time you may reject the changes by terminating your account.

We may terminate or suspend access to the Services immediately, without prior notice or liability (other than refunding pre-paid fees to the extent we terminate based on no action or omission on your part), for any reason whatsoever, including, but not limited to, if you breach any of the Terms. All provisions of the Terms which, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnifications and limitations of liability.

Use of Services

You may not use the Services if you are a person barred from receiving the Services under the laws of the United States or other countries, including the country in which you are resident or from which you use the Services. The Keyoti Inc. Services are not directed to children under the age of 14.

Registration and Your Conveyor Account

Some Conveyor Services are available only if you register and create an account with Keyoti Inc. If you create a Conveyor account, you must provide full and accurate information for such registration and account; you are responsible for maintaining the security of your account, your passwords and authtokens; and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify Keyoti Inc. of any unauthorized uses of your account or any other breaches of security. Keyoti Inc. will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. The personal information you provide to Keyoti Inc. for the purpose of creating and maintaining your account is governed by the Conveyor Privacy Policy.

Responsibility and Conduct

You are solely responsible for the actions of all users of your account and any data that is created, stored, displayed by, or transmitted through your account while using Conveyor. You will not engage in any activity that interferes with or disrupts the Services or networks connected to Conveyor.

Copyright and Limited License

Unless otherwise indicated in the Site, the Site and all content and other materials on the Site and accessible through the Service, including, without limitation, all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Keyoti Inc. or its licensors and are protected by U.S. and international copyright laws. You are granted a limited, non-sublicensable license to access and use the Site and the Conveyor Site Materials solely in connection with the Services. Such license is subject to this Agreement and does not include: (a) any resale or commercial use of the Site or the Site Materials therein; (b) the distribution, public performance or public display of any Site Materials except in connection with your authorized use of the Site and the Services; (c) modifying or otherwise making any derivative uses of the Site and/or the Site Materials, or any portion thereof; (d) use of any data mining, robots, page scraping or similar data gathering or extraction methods; (e) reverse engineering or attempting to reverse-engineer any functionality provided on the Site or Site Materials or (f) any use of the Site or the Site Materials other than for its intended purpose

Trademarks

Conveyor, and any other product or service name or slogan contained in the Site are trademarks of Keyoti Inc. and its suppliers or licensors (unless otherwise indicated), and may not be copied, imitated or used, in whole or in part, without the prior written permission of Keyoti Inc. or the applicable trademark holder. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Keyoti Inc. and may not be copied, imitated or used, in whole or in part, without our prior written permission. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

Third Party Content

Keyoti Inc. may use data provided by third parties in the content on the Site and in the Services and may provide links to web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. Keyoti Inc. does not monitor or have any control over any Third Party Content or third party web sites. Keyoti Inc. does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any Third Party Content. Users use these links and Third Party Content contained therein at their own risk. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site. To the extent you are allowed to post Third Party content on the Site, you agree to abide by all terms of service and/or end-user license agreements of said Third Parties, and you further warrant that you have the right to post the Third Party content on the site and you indemnify and will hold Keyoti Inc. harmless for any damages resulting from posting said Third Party content on the site.

Acceptable Use

You agree that any of the below activities are considered prohibited usage and will result in immediate account suspension or cancellation without a refund and the possibility that Keyoti Inc. will impose fees; and/or pursue civil remedies without providing advance notice.

The Conveyor Services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. The Services may not be used to facilitate infringement of these laws in any way.

Copyright Policy

Keyoti Inc. respects the intellectual property rights of others, and requests that users of the Conveyor website and Service do the same. All content, including copyrightable works, trademarks, service marks, and patentable inventions, on the Conveyor website are the property of Keyoti Inc. or Keyoti Inc. licensors unless explicitly stated otherwise. No right, title, or interest to the content is granted by your use of the Site, other than a right to review the content using a conventional Internet browser (i.e., ordinary web browsing). Any other uses, including making copies of any content, are strictly prohibited.

Fees and Payment

Some Services are provided on a fee basis. You agree to pay Keyoti Inc. the fees for each Service you purchase or use in accordance with the pricing and payment terms presented to you for such Service. You hereby authorize to charge your credit card on a monthly, annual, or other agreed upon basis, as set forth in the pricing and payment terms presented to you for such Service, in advance of providing the Services. The Services may be interrupted on accounts that reach 5 days past due. Fees paid by you are non-refundable, except as provided in these Terms or when required by law. Accounts that are not collectable by Keyoti Inc. may be turned over to an outside collection agency for collection. You may cancel your use of the Services at any time as noted on our dashboard. You will receive a pro rata credit of any pre-paid fees.

Subject to the Terms, certain Keyoti Inc. Services are provided to you without charge, up to certain specified limits. Usage over these limits requires your purchase of additional resources or services.

You acknowledge that Keyoti Inc. may prospectively change the specified rates and charges from time to time.

Keyoti Inc. is not responsible for any additional bank fees, interest charges, finance charges, over draft charges, or other fees resulting from charges billed by Keyoti Inc.. Currency exchange settlements will be based on agreements between you and the provider of your credit card.

EXCLUSION OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

NOTHING IN THESE TERMS, SHALL EXCLUDE OR LIMIT KEYOTI INC.'s WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

KEYOTI INC. MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KEYOTI INC. DOES NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT KEYOTI INC. SHALL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

TO THE EXTENT THAT OUR LIABILITY MAY NOT BE SO LIMITED, YOU ACKNOWLEDGE THAT KEYOTI INC.'S LIABILITY UNDER ANY LEGAL THEORY MAY NOT IN ANY EVENT EXCEED AN AMOUNT EQUIVALENT TO THE CHARGES ACTUALLY PAID BY YOU FOR SERVICES DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL KEYOTI INC. BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES.

THE LIMITATIONS ON KEYOTI INC.'S LIABILITY TO YOU IN SHALL APPLY WHETHER OR NOT KEYOTI INC. HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

General Representation and Warranty

You represent and warrant that your use of the Conveyor website and Services will be in strict accordance with the ngok.com Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside).

INDEMNIFICATION

YOU AGREE TO DEFEND, HOLD HARMLESS AND INDEMNIFY KEYOTI INC., AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, ADVERTISERS, LICENSORS, SUPPLIERS OR PARTNERS FROM AND AGAINST ANY THIRD PARTY CLAIM ARISING FROM OR IN ANY WAY RELATED TO (A) YOUR BREACH OF THE TERMS, (B) YOUR USE OF THE SERVICES, (C) YOUR VIOLATION OF APPLICABLE LAWS, RULES OR REGULATIONS IN CONNECTION WITH THE SERVICES, OR (D) CONTENT MADE AVAILABLE OVER YOUR TUNNELS, INCLUDING ANY LIABILITY OR EXPENSE ARISING FROM ANY CLAIMS, LOSSES, DAMAGES (ACTUAL AND CONSEQUENTIAL), SUITS, JUDGMENTS, LITIGATION COSTS AND ATTORNEYS' FEES, OF EVERY KIND AND NATURE. IN SUCH A CASE, KEYOTI INC. WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION.

Notice

You agree that Keyoti Inc. may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Conveyor website.

Entire Agreement

The Terms (including any policies, guidelines or amendments that may be presented to you from time to time) constitute the entire agreement between you and Keyoti Inc. and govern your use of the Conveyor Services, superseding any prior agreements between you and Keyoti Inc. for the use of the Conveyor Services.

Waiver and Severability of Terms

The failure of Keyoti Inc. to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the party's intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Keyoti Inc. Services or the Terms must be filed within one (1) year after such claim or cause of action arises or be forever barred.