

Terms of Service

Last updated: July 1, 2021

Welcome to Toro Cloud. We're glad you're here, and we hope you enjoy everything we have to offer.

Please read these Terms carefully because they are a binding agreement between You and Toro Cloud Pty Ltd, ("TORO" or "We").

These Terms govern your use of the websites that link to these Terms. In these Terms, the word "Sites" refers to each of these websites and the services offered on those Sites. You automatically agree to these Terms and to our Privacy Statement simply by using or logging into the Sites.

Please note that we offer many services. Your use of TORO products or services are provided by TORO pursuant to a separate manually or digitally-executed agreement. Those additional terms become part of your agreement with us, if you use the services or log into the Sites.

A. Your Accounts

You may be required to create an account and specify a password in order to use certain services or features on the Sites. To create an account, you must be at least 18 years old and you must provide truthful and accurate information about yourself. Don't try to impersonate anyone else when you create your account. If your information changes at any time, please update your account to reflect those changes.

In some cases, an account may be assigned to you by an administrator, such as your employer or educational institution. If you are using or logging into an account assigned to you by an administrator, additional terms may apply to your use of the Sites. Moreover, your administrator may be able to access or disable your account without our involvement.

You may not share your account with anyone else. Please keep your password confidential, and try not to use it on other websites. If you believe that your account has been compromised at any time, please notify your system administrator.

B. TORO Marketplace & TORO Cloud Developer Center

Please note that if you log into the TORO Cloud Developer Center or the TORO Marketplace and don't already have a TORO Cloud Developer Center Account, we will automatically create a TORO Cloud Developer Center Account for you. The

personal information (such as name, company information, photos etc.) that may be collected during the course of registering for the TORO Marketplace or TORO Cloud Developer Center may be used or shared with our group companies or our agents for the purpose of improving quality of our services. If you request information about or access those partners' products or services on the TORO Marketplace you agree to have your personal information shared with TORO partners for marketing purposes. The TORO Cloud Developer Center Community Q&A is a free site created for TORO customers, partners, prospects, and attendees of certain events and is subject to TORO Cloud Developer Center Community Q&A Terms of Use. Please read those carefully.

Your first name and last name may be displayed on your TORO Cloud Developer Center Community Q&A account, which is visible to other members of the TORO Cloud Developer Center Community Q&A. Your TORO Cloud Developer Center account is for your use only and cannot be shared or used by anyone else. You are solely responsible for maintaining the confidentiality of your TORO Cloud Learning Center username and password, and are entirely responsible for any and all activities under your TORO Cloud Developer Center account. You agree to notify TORO immediately of any unauthorized use or any other breach of security involving your username and password or account. TORO will not be liable for any loss incurred as a result of an unauthorized use of a username/password or account.

You acknowledge and agree that the TORO Cloud Developer Center Community Q&A and other similar forums are public spaces and that your participation in such communities creates no expectation of privacy. Further, you acknowledge that any Content you communicate in a community may be seen and used by others. You understand that our staff, outside contributors, or other users connected with us may participate in communities or other aspects of the Sites and may employ anonymous user names when doing so. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONAL INFORMATION OR OTHER CONTENT PUBLICLY AVAILABLE IN A COMMUNITY OR OTHERWISE ON OR THROUGH THE SITES, YOU DO SO AT YOUR OWN RISK.

C. Modifications and Termination

We reserve the right to modify our Sites at any time, with or without notice to you. For example, we may add or remove functionality or features, and we may suspend or stop a particular feature altogether. We also reserve the right to charge a fee for any of our features at any time. If you don't like any changes, you can stop using our Sites at any time.

D. Content You Post

We may provide opportunities for you to post text, photographs, videos, or other content (collectively, "Content") on the Sites. You can only post Content if you own all the rights to that Content, or if another rights holder has given you permission.

You do not transfer ownership of your Content simply by posting it. However, by posting Content, you grant us, our agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Content. Without those rights, we couldn't offer our Services. Please note that this license continues even if you stop using our Sites.

You agree to indemnify, release, and hold us harmless from any all liability, claims, actions, loss, harm, damage, injury, cost or expense arising out of any Content you post.

Keep in mind that if you send us any information, ideas, suggestions, or other communications to us, those communications will not be confidential. Moreover, unless we tell you otherwise, we reserve the right to reproduce, use, disclose, and distribute such communications without any obligation to you.

E. Content Posted by Others

We are not responsible for, and do not endorse, Content posted by any other person. Accordingly, we may not be held liable, directly or indirectly, for any loss or damage caused to you in connection with any Content posted by another member.

F. Your Use of the Sites

Please do not use the Sites in a way that violates any laws, infringes on anyone's rights, is offensive, or interferes with the Sites or any features on the Sites (including any technological measures we employ to enforce these Terms).

If we (in our sole discretion) determine that you have acted inappropriately, we reserve the right to take down Content, terminate your account, prohibit you from using the Sites, and take appropriate legal actions.

Using our Site does not give you ownership of any intellectual property rights to the content you access. You may not use content from our Sites unless you obtain permission from us or its owner, or unless you are otherwise permitted by law.

When you use a Site or send communications to us through a Site, you are communicating with us electronically. You consent to receive electronically any communications related to your use of a Site. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting Content, creating a user account or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you

at that address or number in a manner consistent with our Privacy Statement.

G. Intellectual Property

If you believe any Content on the Services infringes your copyrights, you may request that remove the Content from the Services (or disable access to that Content) by following the instructions on this page.

You can find our Trademark Guidelines on [this page](#).

H. Social Networks

The Service may include features that operate in conjunction with certain third party social networking websites that you visit such as Facebook, Instagram, YouTube, Vimeo, LinkedIn and Twitter (“Social Network Features”). While your use of the Social Network Features is governed by these Terms, your access and use of third party social networking sites and the services provided through the Services is governed by the terms of service and other agreements posted on these sites. You are responsible for ensuring that your use of those sites complies with any applicable terms of service or other agreements.

I. Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of care and promise to do our best to make sure you enjoy the Services. But there are certain things that we don’t promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, NEITHER TORO CLOUD PTY LTD NOR ITS AGENTS OR SERVICE PROVIDERS (THE “SERVICES ENTITIES”) MAKE ANY SPECIFIC PROMISES ABOUT THE SITES. FOR EXAMPLE, WE DON’T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SITES, THE SPECIFIC FUNCTION OF THE SITES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SITES “AS IS”.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

J. Liability for our Services

EXCEPT WHERE PROHIBITED, THE SERVICES ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SITES OR ANY THIRD PARTY’S USE OF THE SITES. THESE EXCLUSIONS INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA,

COMPUTER FAILURE, OR THE VIOLATION OF YOUR RIGHTS BY ANY THIRD PARTY, EVEN IF THE SERVICES ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

K. Additional Details

We may modify these Terms at any time so be sure to check back regularly. By continuing to use or log in to a Site after these Terms have changed, you indicate your agreement to the revised Terms. If you do not agree to the changes, you should stop using or logging in to the Sites.

The Sites may contain links to third-party websites. That doesn't mean that we control or endorse those websites, or any goods or services sold on those websites. Similarly, the Sites may contain ads from third-parties. We do not control or endorse any products being advertised.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean we're OK with what you did, or we are giving up any rights that we may have (such as taking action in the future).

These Terms are governed by and construed in accordance with the laws of Hong Kong, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under these Terms and or your use of the Services resides in the courts located in New South Wales Australia and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. If it turns out that a particular provision in these Terms is not enforceable, that will not affect any other provision.

TORO accepts and responds to any requests such as disclosure, correction, addition, or deletion and veto of use or provision of personal information (the "Disclosure Requests") from the person who provided his/her personal information.

Contact for inquiries regarding Personal Information Handling:
privacy@torocloud.com