# **Terms of Service Agreement**

# Accepting these Terms

Please read these Terms and any other terms referenced in this document carefully before using TestRun. You acknowledge that by using TestRun you have read and understood the Agreements, accept these Agreements and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use the TestRun Service.

## Definitions

TestRun operates testrun.dev which includes other domains from time to time which directs to testrun.dev. By using the TestRun Site and any services accessible from the TestRun Site, you are agreeing to be bound by these Terms. If you do not agree to these Terms or any part thereof, your only remedy is to not use the TestRun Site or any services or products offered on the TestRun Site or on any other platform, including mobile applications, offered by TestRun (collectively, the 'Service' or ' Services').

#### Changes to these Terms

We may, at any time, and at our sole discretion, modify these Terms and Conditions of Use, including our Privacy Policy, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of our Service following any such modification constitutes your acceptance of these modified Terms.

## Termination

The Agreements will continue to apply to you until terminated by either you or TestRun. TestRun reserves the right to change, suspend, or discontinue temporarily or permanently, some or all of the Services at any time without notice. You may terminate this Agreement by opting out of our network by deleting the Hosting Application and all the related files from your system.

# User Content

TestRun cannot monitor or control the Content posted via the Services. Any use of or reliance on the Content posted via the Services or obtained by your through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services.

You recognize that by using the Services, you may be exposed to Content that may be offensive, harmful, inaccurate or otherwise inappropriate and, whilst we may act to remove it where we are notified and deem it necessary or appropriate to do so or where a third party with legal authority demands that we do so, we are not responsible for it. Under no circumstances will TestRun be liable in any way for any Content, including but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of the Content made available via the Services.

# Restrictions

You shall not access, store, distribute or transmit any material (in the Content or otherwise) during the course of your use of the Services that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise illegal or causes damage or injury to any person or property.

You further agree not to, and you will not permit others to:

- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Service.
- Access the Service's private API by means other than those permitted by TestRun.
- Probe or scan or test the vulnerability of the Service or any system or network associated with the Service.
- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Services or make the Service available to any third party.