HASURA CLOUD TERMS OF SERVICE

The Hasura Cloud Terms of Service (the "Terms" or the "Agreement") is a legally binding agreement between Hasura, Inc. ("Hasura," "we," "our," or "us") and you ("you", "your", or "User").

By accessing or using Hasura Platform or Hasura Services on cloud ("Hasura Cloud Platform/Services") via Hasura's website at https://hasura.io/ (the "Website"), you agree to follow and be bound by these Terms.

These terms will be governed by this Agreement, our Privacy Policy, our Website Terms of Use, and if applicable, Service Order and any related documents and constitutes your acceptance of this Agreement and to all the terms and conditions stated under this Agreement and the other agreements referenced in the paragraph. Capitalized terms not defined herein shall have the same meaning ascribed to them under our Privacy Policy or Website Terms of Use.

If you are unsure as to the terms of this Agreement, please do not proceed further and contact us at support@hasura.io.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A BINDING AND MANDATORY CUSTOMER ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

IN ORDER TO ACCESS OR USE HASURA CLOUD PLATFORM/SERVICES, YOU MUST BE LEGALLY CAPABLE OF ENTERING INTO A BINDING CONTRACT UNDER THE LAWS OF THE COUNTRY AND/OR STATE TO WHICH YOU ARE SUBJECT TO. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CHECKING A BOX INDICATING YOUR ACCEPTANCE OR BY ACCESSING AND USING THE HASURA CLOUD PLATFORM/SERVICES, YOU AGREE THAT (A) YOU HAVE READ AND UNDERSTOOD THE AGREEMENT; (B) REPRESENT THAT YOU ARE AT LEAST 18 (EIGHTEEN) YEARS OLD; (C) YOU CAN FORM A BINDING CONTRACT; AND (D) YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY THESE TERMS AS WELL AS OUR PRIVACY POLICY AND WEBSITE TERMS OF USE REFERENCED HEREIN. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU

DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE OR ACCESS THE HASURA CLOUD PLATFORM/ SERVICES.

1. **Definitions**

   1.1. "**Account**" means the specific User account created by you with Hasura to access and use Hasura Cloud Platform/Services.

   1.2. "**Database**" means any information including any software code, data files, written text, graphics, message, audio file, video file, or such information stored or arranged in any format whatsoever that are uploaded or entered into any Project in your Account or that which is created on Heroku Platform using your Heroku Account.

   1.3. "**End User**" means the persons and/or entities to whom you provide a specific service, functionality or deliverable based on your use of the Hasura Cloud Services.

   1.4. "**Fees**" shall mean such fees as applicable for your access and use of the Hasura Cloud Platform/Services provided in more detail under Section 9.

   1.5. "**Hasura Cloud Platform/Services**" means a cloud-based computing platform and the services that Hasura renders on this platform that includes the Hasura GraphQL Engine and Hasura Pro.

   1.6. "**Hasura GraphQL Engine**" means a GraphQL server that gives you instant, real-time GraphQL APIs over a database, with webhook triggers on database events, remote schemas for business logic, and an authorization engine.

   1.7. "**Hasura Hosting Server**" means the servers on which Hasura Cloud Platform is hosted and the servers on which Projects created on the Hasura Cloud Platform will be hosted.

   1.8. "**Hasura Pro**" means add-on services for the Hasura GraphQL Engine that provides additional functionality such as team management, analytics, rate-limiting, allow-listing workflows, read-replica support, regression testing, etc.

   1.9. "**Heroku Platform**" is a platform as a service (PaaS) that enables Users to build, run, and operate applications entirely in the cloud.

   1.10. "**Heroku Account**" means the specific User account created by you on Heroku Platform to create a Database using Heroku Platform's terms and conditions.

   1.11. "**Marks**" means a party's corporate or trade name, trademark(s), wordmark(s), logo(s), domain names or other identification of such party.

1.12. "**User Hosting Server**" means the server on which you store your hardware and software resources including the Database. If you create a Database on the Heroku Platform, User Hosting Server shall be the Heroku Platform.

1.13. "**Project**" means the project created by you through your Account for accessing and using Hasura Cloud Platform/Services.

1.14. "**Service Order**" refers to a standard form that details the rates, terms, Services and Subscription Plan selected by you on mutually agreed terms between us. Each Service Order shall constitute an agreement separate and distinct from these Terms, and from any other Service Order. In the event of any conflict between these Terms and the Service Order, the terms set out under the Service Order shall take precedence.

1.15. "**Subscription Plan**" means the subscription plan for a Project which are set out here or under the relevant Service Order (as the case may be).

1.16. "**Use**", "**Using**" or "**Used**" means to directly or indirectly activate the processing capabilities of the Hasura Cloud Platform/Services.

1.17. "**User**" means any person that uses the Hasura Cloud Platform/Services.

1.18. "**User API**" means a set of software code that you have developed that connects with and performs actions in conjunction with the Hasura Cloud Platform/Services.

2. **Account Set-Up**

2.1. If you wish to access and use the Hasura Cloud Platform/Services, then you will be asked to create an Account.

2.2. In order to create an Account, you will be required to provide us with your e-mail address, GitHub Id and/or Google Id for the purpose of user registration, identification, and account verification.

2.3. This information will be collected, stored, and processed in accordance with our Privacy Policy.

2.4. You must provide accurate and complete registration information at the time of Account set up. You are responsible for the security of your passwords and for any use of your Account. If you become aware of any unauthorized use of your password or of your Account, you agree to notify Hasura immediately by sending an email to support@hasura.io.

3. **Project Creation**

3.1. After you establish your Account, you will be required to create a separate Project or Projects based on the different Subscription Plans available to you.

3.2. Hasura will set up and deploy an instance of the Hasura Cloud Platform/Services on the Hasura Hosting Server connected to your Database which may be either the Database you create on the Heroku Platform or some other Database that you already have.

3.3. You agree to provide Hasura with the necessary permits and access rights to your Database whether your own Database or the one you create on the Heroku Platform to avail access and to use Hasura Cloud Platform/Services.

4. **Hasura Cloud Platform/Services Access and License Grant**

4.1. Hasura Cloud Platform/Services Access: Subject to the terms of this Agreement, Hasura grants you a revocable, non-exclusive, non-transferable, non-sublicensable access to use Hasura Cloud Platform/Services. Except for this limited grant of access, Hasura does not grant you any other right to the Hasura Cloud Platform/Services.

4.2. Hasura Cloud Platform/Services may contain third party materials that are subject to separate licensing terms. By using the Hasura Cloud Platform/Services, you agree to be bound by those separate licensing terms. It is your responsibility to familiarize yourself with the terms governing the access and use of such third-party materials. A list of such licenses can be obtained by emailing support@hasura.io. Further, Hasura Cloud Platform/Services may contain links to third party websites including the Heroku Platform. The presence of these links should not be considered as an endorsement of any such content. If you chose to access these hyperlinks, you do so at your own risk and any Database created on such a third-party platform shall be created following such third party's terms and conditions.

4.3. Open source software components found on the Hasura Cloud Platform that are released under open source license(s) constitute separate agreement(s). To the limited extent that the licenses governing any such open source components expressly supersede the terms herein, such open source licenses govern your agreement with Hasura for the use of such components. The list of licenses governing the open source components used or included on the Hasura Cloud Platform can be obtained by emailing support@hasura.io.

5. **Restrictions**

Hasura has granted the limited access and use of Hasura Cloud Platform/Services to you and it does not sell them. As between Hasura and you, Hasura owns all right, title, and interest in and to such Hasura Cloud Platform/Services, and any intellectual property rights associated with it. You shall not:

5.1.1. Use the Hasura Cloud Platform/Services for any illegal purpose or in a manner that it violates any law or rights of any other person.

5.1.2. Use the Hasura Cloud Platform/Services to "mine" bitcoins and other cryptocurrencies.

5.1.3. Permit Use of the Hasura Cloud Platform/Services in a manner not authorized by this Agreement.

5.1.4. Disassemble, decompile, unlock, reverse engineer, or decode the Hasura Cloud Platform/Services in any manner or create any derivative works based on and using the Hasura Cloud Platform/Services.

5.1.5. Re-sell grant any rights under this Agreement to any third party or lease, time-share, lend or rent Hasura Cloud Platform/Services.

5.1.6. Copy any features, functions, or user interfaces of the Hasura Cloud Platform/Services.

5.1.7. Introduce any malicious code, virus, malware, or any other material that disrupts, slows down, or causes the Hasura Cloud Platform/Services to malfunction.

5.1.8. Use trial/ evaluation versions of Hasura Cloud Platform/Services (if applicable) in a production environment other than for internal evaluation purposes.

5.1.9. Use Hasura Cloud Platform/Services to host, display, upload, modify, publish, transmit, update or share any information that (A) belongs to any other person and to which you do not have any right to; (B) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; (C) harms minors in any manner (D) infringes any patent, trademark, copyright or other proprietary rights; (E) violates any law which is in force (F) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature (G) impersonates another person (H) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

6. **Hasura Cloud Platform/Services**

6.1. As part of the Hasura Cloud Platform/Services, you will be able to access and use a layer of computing infrastructure that helps in the setting up and building of software and web-based applications. The specific details of these services can be found in the product description which is available here. You acknowledge that Hasura is in no manner responsible for any disruptions or delay caused to Hasura Cloud Platform/ Services due to use of any User API. You are solely responsible for ensuring that your User APIs perform as desired by you when used in conjunction with the Hasura Platform/Services and Hasura is not responsible in any manner if your User APIs do not achieve the desired results or function in a desired manner.

6.2. Your use of Hasura Cloud Platform/Services is dependent on your access of Hasura Cloud Platform/Services (including the underlying open source software components as set out in these Terms), and other Database that are stored on the Hasura Hosting Servers or User Hosting Servers. Hasura takes no responsibility towards any defect, discrepancy, down time, bug, error or other inaccuracy in rendering of the Hasura Cloud Platform/Services that is not directly, proximately and solely attributable to the improper functioning of the Hasura Cloud Platform /Services when properly set up and used in a Hasura defined and approved computing environment. In particular, you acknowledge that the Hasura Hosting Server and User Hosting Server are governed by terms set out by the respective third party that owns and/or manages the Hasura Hosting Server and User Hosting Server and that Hasura has no control over the functionalities, speed, uptime or accuracy of the Hosting Server. We shall not be responsible for rectifying any problems and issues (a) relating to your use of the Hasura Cloud Platform/Services; or (b) with the functioning of the software application that you have developed on the Hasura Cloud Platform/Services, and which are attributable or related to (a) the improper functioning of the Hosting Server; or (b) any bug, error, discrepancy or down-time in the open source software components Hasura uses. You further agree and acknowledge that Hasura will not be responsible for any bug, error, discrepancy, down-time or inaccuracy caused to the Hasura Cloud Platform/Services on account of your use of the User API or any Database.

7. Proprietary Rights and Non-Exclusivity

7.1. You acknowledge and agree that Hasura (or its licensors as the case may be) own all legal right, title and interest in Hasura Cloud Platform/Services including but not limited to any concepts, inventions, systems, platforms, interfaces, tools, utilities, user interface, algorithms, logic, formulae, scripts, work flows, processes, software, methodologies, databases know-how, trade secrets and other technology and information including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist.

7.2. Hasura collects and maintains a record of the usage of the Hasura Cloud Platform/ Services by you and/or the End Users to store, analyse and use any data relating to their use of the Hasura Cloud Platform/Services. To this end, Hasura shall record the number, type, frequency or other information regarding type and manner of your/the

End Users' use of the Hasura Cloud Platform/Services. You acknowledge and agree that this right of Hasura is a legitimate one and is necessary for Hasura to properly compute various technical and commercial parameters and you will obtain the necessary consents from End Users in order for Hasura to collect, store, use and analyse this data. In the event such collection, storage, usage or analysis of such data is regulated by applicable law and/or other specific agreements, you agree that you will enter into the requisite agreements with Hasura in order to facilitate this process. You agree that Hasura retains all legal rights, title, and interest in this information as well as in any record, report or analysis generated by Hasura from such information under this Section. You further agree that Hasura may use the aggregated, non-personalized data relating to use of the Hasura Cloud Platform/Services by all its End Users for improving the efficiency of the Hasura Cloud Platform/Services or for any other purpose that it deems fit. For the avoidance of doubt, Hasura will not access your Database as part of its monitoring of your/the End Users use and/or the functioning of the Hasura Cloud Platform/Services. You can find a list of the types of information collected by Hasura in the Hasura Privacy Policy which can be accessed here.

7.3. This Agreement is a non-exclusive arrangement. There is no prohibition or restriction on Hasura to provide the same or substantially similar rights as set out in this Agreement to any other person.

8. **Database and User APIs**

   8.1. You own all rights and title in the Database and the User APIs that you create. Therefore, you are solely responsible for the Database and User API that are generated, accessed, or stored in any Project in your Account. Your responsibilities include, but are not limited to:

   8.1.1.1. ensuring protection of intellectual property rights residing in such Database and User API.

   8.1.1.2. ensuring that your Database or User API does not violate any law or regulation, or any right (including intellectual property right) of any person.

   8.1.1.3.

   8.1.1.4. ensuring that any Personal Data of your End User is collected, stored, or processed in accordance with the applicable laws and only shared with Hasura upon written consent of the End User and Hasura, or if required by law.

   8.2. By storing, accessing or using the Database on or through the Hasura Cloud Platform/Services you give Hasura a worldwide, royalty-free, non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Database for the sole purpose of enabling Hasura to render Hasura Cloud Platform/Services.

8.3. The storage functionality for Database and User APIs is provided to you on an "as-is where-is basis" and Hasura does not take any responsibility for the security of such Database or any User API which are stored on the Hosting Servers.

8.4. If Hasura receives a take-down notice for any Database shared or uploaded by you, it shall take reasonable steps to determine the basis for such notice. If Hasura concludes that it is legally obligated to comply with such request or that it is appropriate for Hasura to comply with such request, it may, in its sole and absolute discretion, remove such Database and provide written intimation to you of it. You will not be entitled to challenge Hasura's determination in this regard and Hasura will not have any liability to you as result of taking down the Database in accordance with this Section. The same principle also applies if Hasura receives any injunction order from a competent authority or court that requires that the use of any User API cease either temporarily or permanently. Hasura reserves right to take any action, including terminating your access to Hasura Cloud Platform/Services if you upload or share Database that violates a third-party's intellectual property rights.

9. **Fees**

9.1. You will be liable to pay fees ("Fees") corresponding to the Subscription Plan opted by you. If there is a Service Order in effect, the Fees will be charged in accordance with the terms set out under the relevant Service Order. If there is no Service Order in effect, the Fees will be charged monthly for the previous month's usage as set out here.

9.2. All Fees are non-refundable.

9.3. Non-Payment: If you fail to pay the Fees in a timely manner, Hasura reserves its right to terminate this relationship and you will not have any access and use of Hasura Cloud Platform/Services.

10. **Termination**

10.1. Termination for Cause: If you breach your obligations under this Agreement or the relevant Service Order, Hasura reserves the right to terminate this Agreement along with relevant Service Order (s) and your access to your Account.

10.2. Termination for Convenience: Either party may terminate this Agreement. You may terminate this Agreement by sending Hasura an email at support@hasura.io and Hasura may also terminate this Agreement by sending you an email notification to your email ID provided to us during Account setup. You may port your Projects before the termination. Notwithstanding the foregoing, each Service Order is terminable in accordance with the terms agreed under the relevant Service Order.

10.3. Consequences of Termination:

10.3.1. Your Account and your access to your Account will be terminated.

10.3.2. You will have to pay any outstanding dues.

11. Limited License to User's Marks for Marketing

11.1. The User hereby grants Hasura a royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable, limited term right to use the User's Marks for the purpose of our marketing and sales promotion activities and only as specifically and authorized by and subject to any restrictions stated in this Agreement. During the term of this Agreement, we may include the User's name in any of our customer lists, for the purpose of identifying the User as a customer of Hasura. We will not use any of the User's Marks in any manner that the User deems to be an explicit or implicit endorsement of Hasura, or which is likely to cause confusion as to the User's relationship to Hasura. The User and Hasura acknowledge that the provisions of this paragraph do not convey any right, title or ownership interest in the User's Marks to Hasura.

12. Copyright Infringement/DMCA Notice

12.1. If you believe that any content on the Hasura Cloud Platform/Services violate your copyright, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c) ("DMCA Takedown Notice")) must be provided to our designated Copyright Agent. It is our policy to terminate the accounts of repeat infringers.

12.1.1.1. Your physical or electronic signature;

12.1.1.2. Identification of the copyrighted work(s) that you claim to have been infringed;

12.1.1.3. Identification of the material on our services that you claim is infringing and that you request us to remove;

12.1.1.4. Sufficient information to permit us to locate such material;

12.1.1.5. Your address, telephone number, and e-mail address;

12.1.1.6. A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and

12.1.1.7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner**.**

12.2. You can contact Hasura's Copyright Agent to receive DMCA Takedown Notices at support@hasura.io and/or by writing to us at HASURA, INC. Attn: Hasura, Inc.; 355 Bryant Street, Suite 403, San Francisco CA 94107. You acknowledge that for us to be authorized to take down any content, your DMCA takedown notice must comply with all the requirements of this Section. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

13. Additional Features

From time to time we may release additional features of the Hasura Cloud Platform/ Services. Usage of these features may be subject to payment of fees and other additional terms as prescribed by Hasura. To use such additional features on the Hasura Cloud Platform/Services, you are required to abide by such additional terms and pay fees, as applicable. In the event of any conflict between these Terms and the additional terms, these Terms will take precedence. Additional terms can be found here in the section titled Hasura Cloud Platform/Services.

14. Disclaimers

14.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE HASURA CLOUD PLATFORM/SERVICES IS AT YOUR SOLE RISK AND THAT THE HASURA CLOUD PLATFORM/SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR PURPOSE. HASURA DOES NOT WARRANT THAT THE HASURA CLOUD PLATFORM/SERVICES WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE SECURE, ERROR FREE, OR UNINTERRUPTED.

14.2. YOU HAVE CHOSEN TO USE THE HASURA CLOUD PLATFORM/SERVICES ON YOUR OWN VOLITION AND HASURA BEARS NO RESPONSIBILITY AS TO THE QUALITY AND PERFORMANCE OF HASURA CLOUD PLATFORM/ SERVICES. HASURA WILL NOT UNDER ANY CIRCUMSTANCE BE RESPONSIBLE FOR LOSS OF ANY DATA WHETHER FROM YOUR COMPUTER OR THE HOSTING SERVER, DUE TO USE OF THE HASURA SERVICES.

14.3. HASURA HAS NO CONTROL OVER THE DATABASE UPLOADED OR GENERATED BY YOU IN YOUR USE OF THE HASURA CLOUD PLATFORM/ SERVICES. HASURA UNDERTAKES NO RESPONSIBILITY FOR ANY LOSS THAT YOU OR ANY OTHER PERSON MAY SUFFER DUE TO ANY DATABASE UPLOADED OR GENERATED BY YOUR USE OF THE HASURA CLOUD PLATFORM/SERVICES. HASURA HAS NO CONTROL OVER THE USE THAT ANY THIRD-PARTY MAY PUT TO ANY DATABASE THAT IS SHARED BY YOU ON THE HASURA CLOUD PLATFORM/SERVICES.

15. Indemnity

15.1. To the maximum extent permitted by law, You agree to defend, indemnify and hold harmless Hasura and its directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) Your use of the Hasura Cloud Platform/Services in violation of this Agreement or any applicable laws or regulations, and (ii) any third party claims arising out of or relating to Your Use of the Hasura Cloud Platform/ Services.

15.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT HASURA, ITS REPRESENTATIVES, AND LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU BY USE OF THE HASURA CLOUD PLATFORM/SERVICES, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT HASURA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

16. Limitation of Liability

To the maximum extent permitted by law, Hasura shall not be liable for any indirect, incidental, special, consequential, special or exemplary damages, or damages for loss of profits, including fees not received as a result of malfunction of the platform, whether directly or indirectly, or any loss of data, use, good-will, or other intangible losses based on contract, tort, strict liability or otherwise. In no event, Hasura's total liability for all claims related to Hasura Cloud Platform/Services or this agreement shall exceed the aggregate of any and all amounts paid to Hasura by you in the six (6) months prior to the event giving rise to the claim and such liability shall not be greater than one hundred dollars ($100.00).

17. Governing Law, Arbitration, and Jurisdiction

All matters relating to your access to or use of the Hasura Cloud Platform/Services shall be governed by U.S. federal law or the laws of the State of Delaware.

Any dispute, claim or controversy arising out of or relating to these Terms including the determination of the scope or applicability of these Terms to arbitrate, shall be determined by arbitration in the State of Delaware before one arbitrator. The arbitration shall be administered by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Judgment on the Award may be entered in any court having jurisdiction. ANY ARBITRATION UNDER THESE TERMS SHALL TAKE PLACE ON AN INDIVIDUAL BASIS. THE PARTIES AGREE THAT THEY ARE WAIVING THEIR RIGHT TO PARTICIPATE IN CLASS ACTION. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

You may not access, download, use, or export the information, software, products, or services contained on this website in violation of U.S. export laws or regulations, or in violation of any applicable local laws or regulations.

18. **Modifications**

Hasura reserves the right, at its sole discretion, to change or modify this Agreement at any time. In the event, we modify this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. We will inform you about the modifications via email or by any comparable means. We will also post the modified version on this page. Your continued use of the Hasura Cloud Platform/Services shall constitute your consent to such changes. Hasura may change, modify, suspend, or discontinue any aspect of the Hasura Cloud Platform/Services at any time without notice or liability.

19. **No Assignment**

This Agreement is only for your benefit only. You shall have no right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

20. **Force Majeure**

Neither you nor we shall be obliged to perform any of its obligations herein if either you or we are prevented from doing so by a situation of force majeure. "Force majeure" events shall include events beyond the reasonable control of either you or us including acts of God, acts of government, acts of nature, epidemics, strikes, or riots.

21. **Severability**

In the event any provisions of these Terms are found to be contrary to any law or regulation of an administrative or governmental agency or body, such provision will be modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. In the event such a provision cannot be modified and becomes invalidated or unenforceable, its invalidation or unenforceability will not affect the validity or enforceability of any other provision of these Terms.

22. **Contact Us**

If you have any questions concerning this Terms of Service, please do not hesitate to contact Hasura at support@hasura.io.

PLEASE NOTE: IF YOU ACCESS HASURA CLOUD PLATFORM/SERVICES, YOU HAVE AGREED TO AND ACCEPTED THE PRACTICES DESCRIBED IN THIS TERMS OF SERVICE, PRIVACY POLICY, AND WEBSITE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS, OUR PRIVACY POLICY, WEBSITE TERMS OF USE, YOU MUST NOT ACCESS HASURA CLOUD PLATFORM/ SERVICES.