

Okto Terms of Service:

By signing up or sign in this document for the Okto service ("Service") or any of the services of Okto company ("Okto") you are agreeing to be bound by the following terms and conditions ("Terms of Service"). The Services offered by Okto under the Terms of Service include various products and services to help you create and manage an online store ("Online Services"). Any new features or tools which are added to the current Service shall be also subject to the Terms of Service.

You must read, agree with and accept all of the terms and conditions contained in this Terms of Service agreement before you may become a Okto user.

Everyday language summaries are provided for convenience only and are not legally binding. Please read the "Terms of Service" for the complete picture of your legal requirements. By using Okto or any Okto services, you are agreeing to these terms. Be sure to occasionally check back for updates.

1. Account Terms

1. You must be 18 years or older or at least the age of majority in the jurisdiction where you reside or from which you use this Service.
2. To access and use the Services, you must register for a Okto account ("Account") by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required. Okto may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.
3. You acknowledge that Okto will use the email address you provide as the primary method for communication.
4. You are responsible for keeping your password secure. Okto cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
5. You are responsible for all activity and content such as data, graphics, photos and links that is uploaded under your Okto Account ("Store Content"). You must not transmit any worms or viruses or any code of a destructive nature.
6. A breach or violation of any term in the Terms of Service as determined in the sole discretion of Okto will result in an immediate termination of your services.

2. Account Activation

1. Subject to section 2.2, the person signing up for the Service will be the contracting party ("Account Owner") for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding account we may provide to the Account Owner in connection with the Service.
2. If you are signing up for the Service on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Service on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.
3. Upon completion of sign up for the Service, Okto will create a Stripe Checkout account on your behalf, using your email address.
4. You acknowledge that Stripe Checkout will be your default payments gateway and that it is your sole responsibility as the Account Owner to activate and maintain these accounts. If you do not wish to keep the payment accounts active, it is your responsibility to deactivate it.

3. General Conditions

1. You must read, agree with and accept all of the terms and conditions contained in these Terms of Service and the Privacy Policy before you may become a member of Okto.
2. You may not use the Okto service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of USA.
3. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Okto.
4. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Okto or Okto trademarks and/or variations and misspellings thereof.
5. Questions about the Terms of Service should be sent to info@okto.us.
6. You understand that your Store Content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.

4. Okto Rights

1. We reserve the right to modify or terminate the Service for any reason, without notice at any time.
2. We reserve the right to refuse service to anyone for any reason at any time.
3. We may, but have no obligation to, remove Store Content and Accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
4. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Okto customer, Okto employee, member, or officer will result in immediate Account termination.
5. Okto does not pre-screen Store Content and it is in our sole discretion to refuse or remove any Store Content that is available via the Service.
6. We reserve the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that Okto employees and contractors may also be Okto customers/merchants and that they may compete with you, although they may not use your confidential information in doing so.
7. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc.
8. Okto retains the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful owner. If we are unable to reasonably determine the rightful Account owner, Okto reserves the right to temporarily disable an Account until resolution has been determined between the disputing parties.

5. Limitation of Liability

1. You expressly understand and agree that Okto shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.
2. In no event shall Okto or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or these Terms of Service (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates,

5. Limitation of Liability

Okto partners, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

3. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
4. Okto does not warrant that the Service will be uninterrupted, timely, secure, or error-free.
5. Okto does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
6. Okto does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

6. Intellectual Property and Customer Content

1. We do not claim any intellectual property rights over the material you provide to the Okto service. All material you upload remains yours. You can remove your Okto store at any time by deleting your Account.
2. By uploading Store Content, you agree: (a) to allow other internet users to view your Store Content; (b) to allow Okto to display and store your Store Content; and (c) that Okto can, at any time, review all the Store Content submitted by you to its Service.
3. You retain ownership over all Store Content that you upload to a Okto store; however, by making your store public, you agree to allow others to view your Store Content. You are responsible for compliance of Store Content with any applicable laws or regulations.
4. You retain ownership over all content that you submit to a Okto store however, by making your store public, you agree to allow others to view your content.
5. We will not disclose your confidential information to third parties, except as required in the course of providing our services. Confidential information includes any materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we received from someone other than you without breach of our or their confidentiality obligations; or (d) we are required by law to disclose.

7. Theme Store

1. You may establish the appearance of your Oko store with a design template from Okto 's Theme Store ("a Theme"). If you download a Theme, you are licensed to use it for a single store only. You are free to transfer a Theme to a second one of your own stores if you close your first store. You are not permitted to transfer or sell a Theme to any other person's store on Okto or elsewhere.
2. You may modify the Theme to suit your store. Okto may add or modify the footer that refers to Okto at its discretion. Okto may modify the Theme where it contains, in our sole discretion, an element that may be unlawful, offensive, threatening, defamatory, pornographic, obscene, or otherwise objectionable, or that violates any person's intellectual property, even if you received the Theme in that condition. Okto may modify the Theme to reflect technical changes and updates as required.
3. The intellectual property rights of the Theme remain the property of the designer. If you exceed the rights granted by your use of a Theme, the designer may take legal action against you, and Okto may take administrative action such as modifying your store or closing your store.
4. Technical support for a Theme is the responsibility of Okto and we provide such support. It is the responsibility of the user, and not Okto to ensure that the installation of a new theme does not overwrite or damage the current or preexisting theme, or UI, of the user.

8. Cancellation and Termination

1. You may cancel your Account at anytime by emailing info@okto.us and then following the specific instructions indicated to you in Okto's response.
Upon termination of the Services by either party for any reason:
2. Okto will cease providing you with the Services and you will no longer be able to access your Account; unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any fees, pro rata or otherwise; any outstanding balance owed to Okto for your use of the Services through the effective date of such termination will immediately become due and payable in full; and your store website will be taken offline.
3. At the date of termination of the Service, there are any outstanding fees owing by you, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.
4. We reserve the right to modify or terminate the Okto Service or your Account for any reason, without notice at any time.

8. Cancellation and Termination

5. Fraud: Without limiting any other remedies, Okto may suspend or terminate your Account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

9. Modifications to the Service and Prices

1. Prices for using the Services are subject to change upon 30 days notice from Okto. Such notice may be provided at any time by posting the changes to the Okto Site (okto.us) or the administration menu of your Okto store via an announcement.
2. Okto reserves the right at any time, and from time to time, to modify or discontinue, the Service (or any part thereof) with or without notice.
3. Okto shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

This section only apply to Okto services that are NOT FREE. Free Okto services will stay free for ever.

10. Optional Tools

1. Okto may provide you with access to third party tools over which Okto neither monitors nor has any control or input.
2. You acknowledge and agree that Okto provides access to such tools 'as is' without any warranties, representations or conditions of any kind and without any endorsement. Okto shall have no liability whatsoever arising from or relating to your use of optional third party tools.
3. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve the terms on which tools are provided by the relevant third party provider(s).
4. Okto strongly recommends that merchants seek specialist advice before using or relying on certain tools. In particular, tax calculators should be used for reference only and not as a substitute for independent tax advice when assessing the correct tax rates merchants should charge end users.

11. Contacting Us

If you have any questions about this **Terms of Service**, please contact us at info@okto.us