

BiruniWeb Terms of Service

Last Updated: 2025/07/01 (YYYY/MM/DD)

Please read these Terms of Service ("Terms") carefully before using any services provided by BiruniWeb ("we," "us," or "our"). These Terms constitute a legally binding agreement between you and BiruniWeb concerning your access to and use of our websites, applications, and services (collectively, "Services"). By accessing or using any of our Services, you agree to be bound by these Terms. If you do not agree with all of these Terms, you are expressly prohibited from using the Services and must discontinue use immediately.

1. General Use of Our Services

Our Services are provided for your personal and non-commercial use. You agree not to use our Services for any purpose that is unlawful or prohibited by these Terms.

Prohibited Uses: You agree not to use any BiruniWeb Service for:

- Any illegal or unauthorized purpose.
- Spamming, phishing, or distributing malware, viruses, or other malicious content.
- Engaging in hate speech, discrimination, or harassment of any kind.
- Uploading or sharing content that is excessively profane, obscene, sexually explicit (nudity), or depicts illegal actions.
- Infringing upon the intellectual property rights of BiruniWeb or others.
- Interfering with or disrupting the integrity or performance of the Services or data contained therein.
- Attempting to gain unauthorized access to any part of the Services or their related systems or networks.

2. Biruni ID and Account Creation

To access certain Services, such as Caton Chat and Caton Post, you may need to create a Biruni ID account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

Prohibited Actions during Biruni ID Creation: The following actions are strictly prohibited and may result in the permanent termination of your Biruni ID:

- **Profanity in the account name.**
- **Lying about age:** You must accurately state your age. If you are under 13, you are not permitted to create a Biruni ID or use Services that require an account. If you are between 13 and 16, parental consent may be required in certain jurisdictions.
- **Impersonation:** Creating an account name that impersonates "BiruniWeb" or any other person or entity, regardless of your affiliation.

Account Deletion:

- **Caton Post:** You can delete your Caton Post account at any time using the dedicated button within the service.

- **Caton Chat:** Your Caton Chat account will be automatically deleted if it remains inactive for 30 days. If you need to delete your information faster, you can email biruniwebreplyto@outlook.com.
- **Biruni ID:** Upon signing up for a Biruni ID, you are given a 1-week period to delete your account by replying to a confirmation email. After this initial week, you will need to use our Biruni ID Deletion Form to request deletion.

3. User-Generated Content (UGC)

Certain Services, such as Caton Post and Caton Chat, allow you to create, upload, post, send, or store content ("User Content").

A. Content Rules (Applicable to Caton Post and Biruni Archive): When uploading content to Biruni Archive or posting on Caton Post, you must adhere to the following rules. Violation of these rules may lead to content removal, account suspension, or permanent account termination:

- No excessive profanity.
- No nudity or sexually explicit content.
- No content depicting or promoting illegal actions.
- No spam.
- No items or links that are designed to shock, harass, or distress others.
- No uploading of malicious content (e.g., malware, viruses, trojans).
- Do not use the service for illegal purposes.

B. Public Nature of Content:

- **Caton Post:** By posting on Caton Post, you acknowledge and agree that your posts are public and can be viewed by anyone, including individuals who are not members of Caton Post.
- **Caton Chat:** Any public chats made are public for anybody to view. If you send a direct message to someone, no other user except you and the other person will see the content of those direct messages.

C. BiruniWeb's Access to Content:

- **Caton Post:** BiruniWeb does not directly access or view the content of individual posts or messages on the Caton Post platform. Our service provider, Bettermode, processes this data for operational purposes.
- **Caton Chat:** Both BiruniWeb and Glide (our service provider) have technical access to chat contents to ensure service functionality, security, and to investigate reported violations of our Terms of Service.

D. Your Rights to Your Content: By posting on Caton Post, we grant you the right to delete your content that you have posted.

4. Adding Our Services to Your Website

If you integrate or link to any BiruniWeb Services on your own website, you must clearly state the following, replacing the link with the specific BiruniWeb Service you are using if it's not Biruni Start:

biruniweb.netlify.app/biruni-start is a website made by BiruniWeb.

5. Intellectual Property and Copyright

BiruniWeb retains full rights and copyright over the following:

- **Logos:** All BiruniWeb logos, icons, and favicons.
- **Names:** All BiruniWeb names, including "BiruniWeb," "codeRED," and other service-specific names.

You are not permitted to use BiruniWeb's intellectual property without our express written consent.

6. Third-Party Services

BiruniWeb utilizes various third-party services to provide its functionalities. Your use of our Services may also be subject to the terms and privacy policies of these third-party providers. We encourage you to review their respective policies:

- **Google Forms, Google Sites, Google Docs, Google Analytics:** [<https://policies.google.com/privacy>]
- **Microsoft Forms:** [<https://privacy.microsoft.com/en-us/privacystatement>]
- **Bettermode (for Caton Post):** [<https://bettermode.com/legal/privacy-policy>]
- **Glide (for Caton Chat):** [<https://www.glideapps.com/legal/privacy>]
- **Netlify (for hosting):** [<https://www.netlify.com/privacy/>]

7. Disclaimers and Limitation of Liability

Our Services are provided on an "as is" and "as available" basis. BiruniWeb makes no warranties, express or implied, regarding the operation or availability of the Services or the information, content, or materials included therein. To the fullest extent permissible by applicable law, BiruniWeb disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

BiruniWeb will not be liable for any damages of any kind arising from the use of our Services, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

8. Suspension and Termination

We reserve the right to suspend or terminate your account and/or access to any or all Services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms of Service.

If rules are broken, we may take actions including, but not limited to:

- Suspending your account.
- Deleting your account.
- Deleting your post or other User Content.

9. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of **the European Union**, without regard to its conflict of law provisions.

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the competent courts of **the European Union**.

For EU Consumers: Please note that if you are a consumer residing in the European Union, you may also have the right to bring a claim in the courts of your country of residence, and the mandatory consumer protection laws of your country of residence will apply. The European Commission provides an Online Dispute Resolution (ODR) platform for consumers, which can be found at: <https://ec.europa.eu/consumers/odr/>

10. Changes to These Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Services.