

Terms of Service

Product: TestRelic **Operated by:** Techolics Products Private Limited **Registered in:** India
Effective Date: 27 March 2026 **Version:** 1.0.0

1. Acceptance of Terms

By clicking "I agree to the Terms of Service and Privacy Policy," creating an account, or otherwise accessing or using the TestRelic platform available at **platform.testrellic.ai** (the "Platform"), you ("User" or "Customer") enter into a binding legal agreement with **Techolics Products Private Limited**, a company incorporated under the Companies Act, 2013, with its registered office in India ("Company," "we," "us," or "our").

This agreement is an electronic contract enforceable under **Section 10A of the Information Technology Act, 2000** and the **Indian Contract Act, 1872**. If you do not agree to these Terms, you must not access or use the Platform.

If you are accepting these Terms on behalf of an organization, you represent and warrant that you have full authority to bind that organization to these Terms, and "you" refers to both the individual and the organization.

2. Eligibility

To use the Platform, you must:

- Be at least **18 years of age**;
- Be an **authorized representative** of the organization on whose behalf you register;
- Not be a person barred from receiving services under Indian law or any other applicable jurisdiction;
- Not be a competitor of TestRelic using the Platform to conduct competitive intelligence or build competing products.

We reserve the right to refuse access to any person who does not meet these eligibility requirements.

3. Account Registration and Security

3.1 Accurate Information

You must provide accurate, current, and complete information during registration and keep it updated at all times. Providing false or misleading information is grounds for immediate termination of your account.

3.2 Password and Access Credentials

You are solely responsible for:

- Maintaining the confidentiality of your account password and all access credentials (including API keys);
- All activities that occur under your account, whether or not authorized by you;
- Immediately notifying us at legal@testrelic.ai if you suspect any unauthorized access to your account.

We will not be liable for any loss or damage arising from your failure to maintain the security of your credentials. We will never ask you for your password by email or phone.

3.3 One Account Per User

You may not create multiple accounts to circumvent restrictions, bans, or subscription limits. Accounts are non-transferable.

4. License Grant

Subject to these Terms and timely payment of applicable fees, we grant you a **limited, non-exclusive, non-transferable, non-sublicensable, revocable license** to:

- Access and use the Platform solely for your **internal business purposes** — specifically, running, analyzing, and reporting on software test pipelines and CI/CD workflows;
- Integrate the TestRelic SDK with your own software applications for the same purposes.

This license does not permit you to resell, redistribute, sublicense, or make the Platform available to any third party not under your organizational account.

5. Subscription Plans and Free Trial

5.1 Free Trial

New accounts receive a **14-day free trial** on the Growth plan. No credit card is required to start the trial. At the end of the trial period, continued access requires a paid subscription.

5.2 Plan Tiers

We offer multiple subscription tiers (Free, Growth, Pro, Enterprise) with different feature sets, usage limits, and retention windows. Current plan details are published at testrelic.ai/pricing. We reserve the right to modify plan features with 30 days' advance notice.

5.3 Billing and Auto-Renewal

Paid subscriptions are billed in advance on a monthly or annual cycle. Subscriptions **auto-renew** unless cancelled at least 24 hours before the renewal date via your account settings or by contacting legal@testrelic.ai.

5.4 No Refunds

All fees are non-refundable once a billing cycle has commenced, except where required by applicable Indian consumer protection law. If you believe a billing error has occurred, you must notify us within 30 days of the charge.

5.5 Taxes

All fees are exclusive of applicable taxes (including GST). You are responsible for paying any taxes imposed on your use of the Platform in your jurisdiction.

6. Permitted Use and Acceptable Use Policy

6.1 Permitted Use

You may use the Platform only for:

- Running automated software test pipelines and analytics;
- Viewing, analyzing, and exporting test run reports;
- Managing team members, repositories, and API keys within your organization.

6.2 Prohibited Conduct

You must **not**:

- **Reverse engineer** the Platform, decompile, disassemble, or attempt to derive source code from any part of it;
- **Scrape, crawl, or data-mine** the Platform by automated or manual means beyond what is expressly permitted by the API;
- **Build competing products** — you may not use the Platform to study, benchmark, or replicate its features for the purpose of developing a competing service;
- Upload or transmit **malware, viruses, ransomware, Trojans**, or any malicious code;
- **Spam or abuse** the Platform's email, notification, or API systems;
- Circumvent, disable, or interfere with security features or access controls;
- Access accounts, data, or systems belonging to other customers without authorization;
- Use the Platform in any manner that violates applicable law, including Indian IT laws, export control regulations, or sanctions;
- Attempt to overload infrastructure through denial-of-service attacks or excessive API requests beyond published rate limits;
- Use the Platform to process or store data in violation of applicable data protection laws.

Violation of this Acceptable Use Policy may result in immediate suspension or termination of your account without notice or refund.

7. Sensitive and Regulated Data Restrictions

TestRelic is designed to process **software test run metadata and CI/CD pipeline data**. It is **not** designed or certified for processing Sensitive Personal Data or regulated data categories. You must **not** upload, transmit, or store through the Platform:

- Financial account data (bank account numbers, credit/debit card numbers, CVVs);
- Health, medical, or biometric data;
- Government-issued identification numbers (Aadhaar, PAN, passport numbers);
- Any "Sensitive Personal Data or Information" as defined under Rule 3 of the IT (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011;
- Any personal data of children under 18 years of age;
- Data classified as "sensitive" under the DPDP Act 2023 or any successor legislation.

If you upload any of the above data in violation of this clause, you bear full legal responsibility for that upload. We reserve the right to delete such data and suspend your account.

8. AI Features and AI-Generated Outputs

8.1 Nature of AI Features

The Platform may include AI-assisted features such as test failure analysis, anomaly detection, flakiness scoring, and report summarization. These features are provided "**as-is**" and are intended to assist — not replace — human judgment.

8.2 No Professional Advice

AI-generated outputs on the Platform do **not** constitute legal, financial, medical, security, or professional advice of any kind. You must not rely on AI outputs as the sole basis for any decision that could have significant consequences.

8.3 Customer Responsibility for AI Outputs

You are solely responsible for validating AI-assisted outputs before acting on them. The fact that an output was generated by an AI system does not relieve you of this responsibility.

8.4 No Training on Customer Data

We will **not** use your test run data, pipeline metadata, source code references, or any other Customer Data to train, fine-tune, benchmark, or improve any AI or machine learning model without your **explicit, separate, written opt-in consent**. This commitment applies even after account termination.

8.5 Ownership of AI-Assisted Outputs

We do not claim ownership of test reports, analytics outputs, or summaries generated using your data on the Platform. You retain all rights to such outputs subject to our license to process your data as described in Section 10.

8.6 AI Explainability

Where AI features make determinations that affect your use of the Platform (e.g., flagging a test run as anomalous), we will make commercially reasonable efforts to provide an explanation of the basis for that determination.

9. Intellectual Property Rights

9.1 Company Ownership

The Platform — including all software, algorithms, databases, user interfaces, documentation, trademarks, the TestRelic brand, and all underlying technology — is owned exclusively by **Techolics Products Private Limited** and protected under Indian copyright, trademark, and other intellectual property laws.

9.2 Limited License Back

You grant us a limited, worldwide, royalty-free license to host, process, transmit, and display your Customer Data solely to the extent necessary to provide the Platform services to you.

9.3 Feedback

If you submit suggestions, ideas, or feedback about the Platform, you grant us an irrevocable, perpetual, royalty-free license to use such feedback for any purpose without compensation to you.

9.4 No Rights by Implication

Nothing in these Terms grants you any ownership rights in the Platform, our trademarks, or our intellectual property.

10. Customer Data Ownership

10.1 Your Data is Yours

You retain full ownership of all data you upload to or generate through the Platform ("Customer Data"), including test run results, pipeline event metadata, artifact files, and API keys.

10.2 Data Processor Role

We act as a **Data Processor** (as defined under the DPDP Act 2023) with respect to any personal data contained within your Customer Data. You, as the organization, are the **Data Fiduciary**. You are responsible for ensuring that you have a valid legal basis for any personal data processed through the Platform.

10.3 No Sale of Customer Data

We will never sell, rent, or commercially exploit your Customer Data to third parties.

11. API Keys and Organization Accounts

11.1 API Keys as Credentials

API keys are authentication credentials. You are solely responsible for the security and appropriate use of all API keys issued to your account. Exposing API keys publicly (e.g., committing to a public repository) is your liability, not ours.

11.2 Organization Accounts

Organization administrators control member access, roles, and permissions. We are not responsible for access granted or revoked by your organization's administrators. You must immediately revoke access for team members who leave your organization.

11.3 Usage Limits

API key usage is subject to rate limits and quota limits associated with your subscription tier. Exceeding these limits may result in throttling or temporary suspension.

12. Service Availability and Support

12.1 Commercially Reasonable Uptime

We will make commercially reasonable efforts to maintain Platform availability. However, we do not guarantee uninterrupted, error-free, or 100% uptime. Planned maintenance will be announced in advance where practicable.

12.2 No SLA on Free Tier

Service level commitments (including uptime guarantees or support response times) apply only to paid subscription tiers as specified in your plan documentation. Free tier access is provided without any SLA.

12.3 Suspension

We may suspend your access immediately if: (a) you breach these Terms; (b) your account is involved in abuse, fraud, or security incidents; (c) your payment is overdue by more than 14 days; or (d) we are required to by law or regulatory authority. We will attempt to give reasonable prior notice where legally permitted.

13. Third-Party Integrations

The Platform allows integration with third-party services (CI/CD platforms, version control systems, notification tools). These integrations are configured by you. We are not responsible for:

- The availability, accuracy, or security of third-party services;
- Data processed or retained by third-party services as a result of your integration configuration;
- Any loss arising from changes to third-party APIs or services.

Use of third-party services is governed by the respective third party's terms and privacy policies.

14. Limitation of Liability

14.1 Cap on Liability

To the maximum extent permitted by applicable Indian law, our total cumulative liability to you for any claims arising from or related to these Terms or the Platform shall not exceed the **total fees paid by you in the 12 months immediately preceding the claim**.

14.2 Exclusion of Consequential Damages

We are not liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including loss of profits, loss of data, loss of business, or loss of goodwill, even if we have been advised of the possibility of such damages.

14.3 Exceptions

Notwithstanding the above, these limitations do not apply to:

- Liability arising from our gross negligence or willful misconduct;
 - Liability for data breaches directly caused by our failure to implement reasonable security measures;
 - Any liability that cannot be excluded under applicable Indian law.
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15. Disclaimer of Warranties

THE PLATFORM IS PROVIDED "**AS IS**" AND "**AS AVAILABLE**" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING:

- Fitness for a particular purpose;
 - Merchantability;
 - Non-infringement of third-party rights;
 - Uninterrupted or error-free operation;
 - Accuracy or completeness of AI-generated outputs.
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16. Indemnification

You agree to defend, indemnify, and hold harmless Techolics Products Private Limited, its directors, officers, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, and expenses (including reasonable legal fees) arising from:

- Your violation of these Terms;
 - Your violation of the Acceptable Use Policy;
 - Your Customer Data, including any claim that your data infringes a third party's rights or violates applicable law;
 - Your use of third-party integrations;
 - Any claim by a third party arising from your organization's use of the Platform.
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17. Termination

17.1 Termination by You

You may terminate your account at any time by providing **30 days' written notice** to legal@testrelic.ai or by using the account closure feature in your settings (if available). Termination does not entitle you to a refund of prepaid fees.

17.2 Termination for Cause by Us

We may terminate your account immediately, without notice, if you materially breach these Terms, including but not limited to: violation of the Acceptable Use Policy, uploading prohibited data, non-payment, or misrepresentation.

17.3 Data Export and Deletion

Upon termination, you will have a **30-day data export window** to download your Customer Data in available formats. After this window, we will permanently delete your Customer Data from our systems within a reasonable period, except where retention is required by law.

17.4 Survival

Sections 8 (AI Features), 9 (Intellectual Property), 10 (Customer Data Ownership), 14 (Limitation of Liability), 15 (Disclaimer), 16 (Indemnification), 18 (Dispute Resolution), and 19 (General) survive termination of these Terms.

18. Dispute Resolution and Governing Law

18.1 Governing Law

These Terms are governed by and construed in accordance with the laws of **India**, including the Indian Contract Act 1872, the Information Technology Act 2000, and the Digital Personal Data Protection Act 2023, without regard to conflict of law principles.

18.2 Informal Resolution

Before initiating formal proceedings, you agree to first contact us at **legal@testrelic.ai** and attempt to resolve the dispute informally for a period of **30 days**.

18.3 Arbitration

If informal resolution fails, any dispute, controversy, or claim arising out of or relating to these Terms, including the breach, termination, or validity thereof, shall be referred to and finally resolved by **arbitration** in accordance with the **Arbitration and Conciliation Act, 1996** (as amended).

- **Seat of Arbitration:** Bangalore, Karnataka, India
- **Language:** English
- **Number of Arbitrators:** One (1), mutually agreed upon or appointed per the Act
- The arbitration award shall be final and binding on both parties.

18.4 Injunctive Relief

Nothing in this section prevents either party from seeking urgent interim or injunctive relief from a competent court to prevent irreparable harm.

19. General Provisions

19.1 Amendments

We may update these Terms at any time. For **material changes**, we will provide at least **30 days' advance notice** via email to the registered address of your account. Continued use of the Platform after the effective date of the amended Terms constitutes acceptance. If you do not agree, you must cease using the Platform before the effective date.

19.2 Entire Agreement

These Terms, together with our Privacy Policy and any applicable Order Form or subscription documentation, constitute the entire agreement between you and us regarding the Platform and supersede all prior agreements on the same subject matter.

19.3 Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

19.4 No Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

19.5 Assignment

You may not assign these Terms or any rights or obligations under them without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of substantially all assets, with notice to you.

19.6 Force Majeure

We will not be liable for delays or failures in performance resulting from causes beyond our reasonable control, including acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, flood, epidemics, pandemics, or failures of the internet or third-party infrastructure.

19.7 Relationship of Parties

These Terms do not create any partnership, joint venture, employment, or agency relationship between the parties.

20. Contact Information

For any questions, legal notices, or concerns regarding these Terms:

Techolics Products Private Limited Email: legal@testrelic.ai Website: testrelic.ai

For data privacy inquiries, please contact our Data Protection Officer at privacy@testrelic.ai.

These Terms of Service were last updated on 27 March 2026 and are effective as of the same date.