

Terms of Service for Tokly

Effective Date: June 20, 2025

1. Introduction and Agreement

Welcome to Tokly! These Terms of Service ("Terms") govern your use of the Tokly web application, website (tokly.net), and all related services (collectively, the "Service"). The Service is owned and operated by Jesús Daniel Escalona Perera, an individual based in the Bolivarian Republic of Venezuela ("I", "me", "my", or "the Provider").

By accessing or using the Service, you ("you", "your", or "the User") agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not access or use the Service.

2. Description of the Service

Tokly is a software-as-a-service platform designed to help content creators optimize their TikTok content for search (SEO). The Service provides users with insights into popular search terms, audience intent, and AI-powered tools to generate optimized video descriptions and hashtags based on user-provided keywords and information. I reserve the right to modify, suspend, or discontinue the Service, or any feature thereof, at any time and without prior notice.

3. User Accounts

To access the Service, you may be required to register for an account. You agree to:

- a. Provide accurate, current, and complete information during the registration process.
- b. Maintain the security and confidentiality of your account password.
- c. Be solely responsible for all activities that occur under your account, whether or not you have authorized such activities.
- d. Notify me immediately of any unauthorized use of your account.

4. Acceptable Use Policy

You agree not to use the Service for any purpose that is unlawful or prohibited by these Terms. You shall not:

- a. Use the Service in any way that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service.
- b. Attempt to gain unauthorized access to the Service, other accounts, computer systems, or networks connected to the Service.
- c. Use any automated means, such as bots, scrapers, or spiders, to access, query, or otherwise collect information from the Service.
- d. Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Service.
- e. Use the Service to generate content that is defamatory, obscene, hateful, fraudulent, or that violates any third-party rights, including intellectual property rights or privacy rights.
- f. Use the Service in a manner that violates the Terms of Service or Community Guidelines of TikTok or any other third-party platform.

5. Intellectual Property Rights

- a. Provider's Intellectual Property: The Service and its original content (excluding content generated by you), features, design, and functionality are and will remain the exclusive property of Jesús Daniel Escalona Perera. The Service is protected by copyright, trademark, and other laws of both Venezuela and foreign countries. My trademarks and trade dress may not be used in connection with any product or service without my prior written consent.
- b. User's Intellectual Property: You retain all ownership rights to the underlying content you create (such as your final videos).
- c. License to AI-Generated Output: For the specific video descriptions, hashtags, and textual suggestions generated by the Service for you ("Output"), I grant you a worldwide, perpetual, non-exclusive, royalty-free license to use, reproduce, modify, and publish the Output for the purpose of promoting your content on social media platforms.

6. Fees and Payment

Certain features of the Service may be provided for a fee. If you choose to use these paid features, you agree to the pricing and payment terms that will be presented to you. I may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in my sole discretion. Any change to pricing or payment terms shall become effective in the billing cycle following notice of such change.

7. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

I DO NOT WARRANT THAT:

- A) THE SERVICE WILL FUNCTION UNINTERRUPTED, SECURELY, OR BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION.
- B) ANY ERRORS OR DEFECTS WILL BE CORRECTED.
- C) THE USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS OR GUARANTEE ANY SPECIFIC RESULTS, SUCH AS AN INCREASE IN VIEWS, FOLLOWERS, OR ENGAGEMENT.

8. Limitation of Liability

IN NO EVENT SHALL I, [YOUR FULL NAME], BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; (III) ANY CONTENT OBTAINED FROM THE SERVICE; AND (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT I HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

MY TOTAL LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM YOUR USE OF THE SERVICE IS LIMITED TO THE AMOUNT YOU HAVE PAID ME, IF ANY, FOR USE OF THE SERVICE IN THE SIX (6) MONTHS PRIOR TO THE CLAIM.

9. Indemnification

You agree to defend, indemnify, and hold harmless Jesús Daniel Escalona Perera from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

10. Governing Law and Dispute Resolution

These Terms shall be governed and construed in accordance with the laws of the Bolivarian Republic of Venezuela, without regard to its conflict of law provisions. You agree that any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the competent courts located in the city of Caracas, Venezuela. You hereby consent to the jurisdiction of such courts.

11. Changes to Terms

I reserve the right, at my sole discretion, to modify or replace these Terms at any time. If a revision is material, I will provide at least 30 days' notice prior to any new terms taking effect by posting a notice on the Service's website. What constitutes a material change will be determined at my sole discretion.

By continuing to access or use the Service after any revisions become effective, you agree to be bound by the revised terms.

12. Contact Information

If you have any questions about these Terms, please contact me at:
jessusescalona@gmail.com