

Taskurai – Preview Terms & Conditions

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Publisher: Buildby BV, a company incorporated under Belgian law, with registered office in Belgium ("Buildby", "Publisher", "we"). Taskurai® is a brand and registered trademark of Buildby BV in the European Union.

By accessing or using Taskurai during the Preview phase, you ("Customer", "you") agree to these Preview Terms & Conditions ("Agreement").

If you do not agree, do not use the Preview.

1. Preview Status

Taskurai is provided as a **Preview service** ("Preview").

The Preview is intended solely for evaluation, learning, feedback, and early usage.

Features, APIs, pricing models, usage limits, performance characteristics, and functionality may change at any time. Backward compatibility is **not guaranteed**.

The Preview is **not intended for production, mission-critical, safety-critical, regulated, or compliance-sensitive workloads**.

2. No Warranties

To the maximum extent permitted by applicable law, the Preview is provided "**AS IS**" and "**AS AVAILABLE**", without any warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, availability, accuracy, or uninterrupted operation.

Buildby makes no guarantees regarding reliability, performance, correctness, or suitability of the Preview.

3. Limitation of Liability

To the maximum extent permitted by applicable law:

- Buildby shall **not be liable for any direct, indirect, incidental, special, consequential, or punitive damages**, including but not limited to loss of data, loss of profits, business interruption, system failure, or reputational damage.
- Buildby shall **not be liable for any claims arising from use of the Preview**, even if advised of the possibility of such damages.
- The Customer assumes **all risks** associated with the use of the Preview.

Where liability cannot be excluded under mandatory law, it shall be limited to the minimum extent required by such law.

4. No SLA, No Support Obligation

The Preview is provided **without any Service Level Agreement (SLA)**, uptime commitment, maintenance obligation, or support guarantee.

Any assistance, guidance, or feedback provided by Buildby is offered on a best-effort basis only and does not create any contractual obligation.

5. License Grant & Ownership

During the Preview, Buildby grants the Customer a **temporary, non-exclusive, non-transferable, revocable license** to use Taskurai solely for internal evaluation purposes.

All rights, title, and interest in and to Taskurai, including all software, services, APIs, SDKs, CLI tools, documentation, and related intellectual property, remain exclusively with Buildby.

No ownership rights are transferred under this Agreement.

6. Feedback

Any feedback, suggestions, ideas, or comments provided by the Customer regarding Taskurai ("Feedback") are provided voluntarily.

The Customer grants Buildby a **perpetual, irrevocable, worldwide, royalty-free right** to use, modify, commercialize, and incorporate such Feedback into Taskurai or any other products or services, without compensation or obligation.

7. Customer Responsibilities & Data

The Customer is solely responsible for:

- all data, configurations, code, integrations, and workloads processed using Taskurai;
- validation, monitoring, and correctness of outcomes;
- implementing appropriate safeguards, backups, and controls;
- compliance with all applicable laws and regulations.

Buildby does not assume responsibility for Customer data, configurations, or workloads during the Preview.

8. Prohibited Use (Insurance & Risk Exclusions)

Taskurai **must not be used**, directly or indirectly, for any of the following purposes:

- industrial production control systems, including machinery or equipment controlling manufacturing processes;
- protected payment environments or payment credential processing or storage;
- medical or laboratory systems where failure could result in physical injury or loss of life;
- safety-critical transportation systems, including motor vehicles, aircraft, trains, or related control or security systems.

Any violation of these restrictions constitutes a **material breach** of this Agreement.

Buildby may suspend, limit, or terminate access to Taskurai immediately, **without liability**, to the extent permitted by law.

9. Suspension & Termination

Buildby may suspend, limit, or withdraw access to the Preview, in whole or in part, at any time, with or without notice, for technical, operational, legal, or business reasons.

Customers may cease using the Preview at any time. However, subscriptions purchased via the **Azure Marketplace** remain active and billable until the end of the applicable subscription term. Subscriptions may be prevented from renewing for subsequent terms where supported.

Upon expiration or non-renewal of the applicable subscription term, the license granted under this Agreement automatically ends.

10. Addendum & Incorporated Documents

The document titled "**Taskurai – Support & Operational Guidelines (Preview)**" (the "Support Guidelines") is incorporated into this Agreement by reference.

The Support Guidelines are intended solely to:

- (a) clarify the operational scope of the Preview,
- (b) describe non-binding support practices, and
- (c) define responsibility boundaries between the parties.

The Support Guidelines **do not create service level commitments, support obligations, performance guarantees, or warranties**, and do not modify or override this Agreement.

In case of inconsistency, **this Agreement prevails**.

11. Future Terms & General Availability

A separate and more comprehensive agreement may apply upon transition to General Availability (GA).

Participation in the Preview does **not** imply acceptance of any future commercial, licensing, pricing, or contractual terms.

12. Governing Law & Jurisdiction

This Agreement is governed by the laws of **Belgium**, without regard to conflict-of-law principles.

Any dispute arising out of or relating to this Agreement shall fall under the **exclusive jurisdiction of the competent courts in Belgium**.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the Preview and supersedes all prior discussions or understandings relating to the Preview.

Addendum – Taskurai Support & Operational Guidelines (Preview)

This document explains how support, responsibilities, and operational boundaries are handled during the **Taskurai Preview phase**.

This document forms an addendum to the Taskurai Preview Terms & Conditions and is incorporated by reference for interpretative and boundary-setting purposes only. It does not create service level agreements (SLAs), performance guarantees, or support obligations beyond those explicitly stated in the Agreement.

Contractual terms are governed exclusively by the applicable **Taskurai Preview Terms & Conditions**.

1. Purpose of This Document

The Preview phase exists to:

- validate platform behavior and usability,
- gather feedback and operational insights,
- refine documentation, tooling, and future service models.

Accordingly, support and operational guidance during Preview is **intentionally limited, flexible, and best-effort**.

2. Support Scope (What Taskurai Helps With)

During Preview, Taskurai provides platform-level support only, limited to:

- availability or accessibility issues of the Taskurai platform,
- defects or malfunctions in Taskurai-provided components,
- clarification of documented functionality.

Support is focused on **understanding and improving the platform**, not on delivering production outcomes.

3. Out of Scope Support (What Taskurai Does Not Support)

Taskurai does not provide support for:

- customer application logic or business workflows,
- correctness, performance, or outcomes of customer workloads,
- custom implementations, architectural decisions, or design advice,
- third-party services, SDKs, dependencies, or integrations,
- operational monitoring or incident management of customer workloads.

Taskurai acts as a **platform provider**, not as a project owner or managed service provider.

4. Support Model (Preview)

- Support is provided on a best-effort basis.
- No guaranteed response times, availability commitments, or SLAs apply during Preview.
- Support availability may vary depending on platform load, issue complexity, and available capacity.

The intent of Preview support is **learning and validation**, not production-level assistance.

5. Fair Use & Operational Balance

Preview usage and support interactions are subject to **fair use principles**.

Excessive, abnormal, or non-standard usage patterns — including disproportionate support requests — may result in:

- requests to adjust configuration or usage patterns,
- temporary limitations to protect platform stability,
- discussions about alternative approaches or future commercial arrangements.

These measures aim to ensure a balanced Preview experience for all customers.

6. Customer Responsibilities

Customers remain fully responsible for:

- their own data, workloads, and execution logic,
- correctness, validation, and monitoring of outcomes,
- compliance with applicable laws and internal policies,
- implementing appropriate safeguards, backups, and recovery mechanisms.

Taskurai does not validate business correctness or operational fitness of customer solutions.

7. Processing Platform & Data Handling

Taskurai is a processing and orchestration platform, not a guaranteed data storage or backup service.

While Taskurai may temporarily store data as part of task execution:

- persistence, retention, and recovery remain the customer's responsibility,
- customers must verify successful processing outcomes independently.

No guarantees regarding data durability or recoverability apply during Preview.

8. Error Reporting & Collaboration

Customers are encouraged to:

- report suspected platform defects promptly,
- provide sufficient information to reproduce issues,
- collaborate constructively during investigation.

Timely reporting improves platform quality but does not create support or remediation obligations beyond the Preview scope.

9. Shared Responsibility Overview (High-Level)

Taskurai consists of:

- a SaaS orchestration platform operated by Taskurai, and
- optional Hub components deployed within the customer's own cloud environment.

In all cases:

- Taskurai operates the platform,
- customers operate their workloads.

Operational responsibility for execution logic and downstream effects remains with the customer.

10. Preview Nature & Expectations

During Preview:

- features may change or be withdrawn,
- behavior may evolve,
- documentation may lag implementation.

Customers are expected to treat Preview as **experimental** and plan accordingly.

11. No Implied Commitments

Nothing in this document shall be interpreted as:

- a service guarantee,

- a support entitlement,
- a waiver of contractual terms,
- or an acceptance of operational responsibility.

Only written agreements explicitly designated as contractual are binding.

12. Feedback Welcome

Feedback on:

- platform behavior,
- usability,
- documentation gaps,
- operational friction

is actively encouraged and helps shape General Availability.

13. Addendum

In case of any inconsistency between this Addendum and the Preview Terms & Conditions, the Preview Terms & Conditions shall prevail.