

## **Terms of Service**

This AGREEMENT for the requirement of services (hereinafter referred to as the "Agreement") is a formal request by the PIK Solutions, hereinafter referred to as the "Contractor". This Agreement is a public request form on the conditions set out below. It is addressed to any person aged 18 years or older, with full legal capacity under Estonian laws, hereinafter referred to as the "Customer", jointly referred to as "Parties" and separately as a "Party".

As a result, the Customer confirms that it has read and agrees to the Agreement and its provisions.

This Agreement total acceptance shall be the payment (prepayment) by the Customer for Contractor services, subject to this Agreement's terms and conditions.

The Contractor shall have the right to modify this Agreement's terms and conditions at any time, at its sole discretion, without notifying the Customer. The Contractor remains responsible for accepted responsibilities completed under the previous Agreement. In case the Customer has accepted the previous Agreement and paid services in advance. Payment (prepayment) by the Customer for the Contractor services, per the current updated Agreement, confirms their full unconditional consent to the conditions set out in it.

The Agreement terms and conditions shall be valid indefinitely from their publication date on the internet at <https://nupix.ai/docs/privacy-policy>.

## **TERMS AND DEFINITIONS**

Subscription is a payment and service provision. A form established on periodic, regular payments by the Customer for services according to the Tariff specified by the Contractor and chosen by the Customer, made, inter alia, using payment cards.

Tariff(s) - the cost and period of the services provided by the Contractor to the Customer using this Agreement's terms and conditions.

Content - any material, including text, photographs, videos, and files of other types, uploaded by the <https://nupix.ai/docs/terms-of-service> website users. The rights to the Content can belong either to the Customer, the Contractor, or third parties.

Personal office - an online service on the Provider's website, through which the Customer receives analyses and forecasts and can adjust their personal data.

## **THE AGREEMENT SUBJECT MATTER**

The Contractor's services provide paid access to the service for processing photos using artificial intelligence.. Access to the Contractor's services is granted when the Customer's registers. This is completed by registering on the website using a valid mobile phone number, email or a Customer's social network profile.

These Agreement terms are considered accepted by the Customer by clicking the "Register" button on the website <https://nupix.ai/>.

The Customer guarantees that the entered data is complete and correct during registration. If the Customer has provided false data, the Customer bears all the risks and legal repercussions independently.

The Contractor's services are intended exclusively for private, non-commercial use. The services provided to the Customer by the Contractor, (within a particular Tariff framework) are indivisible and begin to operate from the moment the Customer pays the subscription. The Customer's services refusal is valid only from the end of the paid tariff period.

## **PAYMENT PROCEDURE FOR SERVICES**

The Contractor payment amount for the services produced is determined per the Tariff chosen by the Customer that is effective at the time of payment for services.

Tariffs under this Agreement are indicated based on the service volume and duration, which the Customer selects in the specified tariff period.

When paying for a subscription under the new Tariff, the payment is authorized in a simplified manner, and the Customer is not sent an SMS message to confirm the payment transaction.

All settlements under the Agreement are carried out by any of the available methods. The monetary settlement's final unit is the U.S. Dollar. The payment date is the funds receipt date to the Contractor's current account.

The Subscription price does not change during the entire paid period.

The Customer paying for Lite or Pro tariff receives tokens for image processing daily, each token has a lifetime of 72 hours from the moment of receipt by the User.

The Subscription price and Tariffs for a new (previously unpaid) period may be changed at any time by the Contractor. In the event that a change occurs in the Subscription price, the Contractor must inform the Customer via SMS or E-mail, no later than 10 (ten) days before the next payment due date.

The Contractor has the right to change the current Tariffs at any time, including due to the range of services and content expansion.

Payment for the Contractor's services can be made in any way available on the Contractor's website. The Customer understands and acknowledges that the payment

can only be initiated by themselves, performing specific actions. Additional authorization, debiting funds, and other confirmation may not be required. By entering into this Agreement, the Customer acknowledges that they are aware the Subscription is payment form involving funds that can carry out recurring debit (periodic non-acceptance payments) from the Customer's payment card.

The Contractor reserves the right to conduct various promotional activities that may affect the Subscription price for a particular Tariff and the duration of the services by the Contractor. Such promotions can be carried out, among other things, by issuing promo codes (unique codes for obtaining discounts on the Contractor's services). At the same time, the Tariffs themselves do not change.

Discounts received by the Customer during such promotional events can be considered when paying for a Subscription and in a refund claim for the paid period.

Discounts on the Contractor's services for the promotional event's duration are provided at a time for Customers who purchase a Subscription to the Contractor's services for the first time. These discounts are valid for a limited period. Upon the paid subscription period, the expiration of the Tariff for which the discount was provided on the Customer's Subscription is extended on a general basis at a particular Tariff cost chosen by the Customer. This is according to the Contractor's tariff schedule.

## **THE PARTIES OBLIGATIONS**

The Customer accepts to:

Strictly adhere to and not violate the terms of this Agreement.

Not to use the results of the service provided for commercial purposes, not to replicate or distribute the results of the service that are available to the Customer in any way.

Not to compromise the Contractor's business reputation and not disseminate any information about the services provided without the Contractor's expressed written consent.

Do not allow the account to be accessed by any external third party (authenticate data).

The Customer is responsible for all actions performed by third parties using their account.

The Contractor accepts:

To provide services to the Customer per this Agreement.

Answer the Customer's questions related to the provision of the services.

Comply with the Contractor's Privacy Policy terms published at

<https://nupix.ai/docs/privacy-policy>.

Video materials and information about the nutrition program provided by the Contractor to the Customer as part of the provision of the services can be obtained from the website's web interface in the relevant sections.

## **GUARANTEES AND GUARANTEES DISCLAIMERS**

The services under this Agreement are provided "as is", the Contractor does not give any explicit and/or implied guarantees about the services' compliance with the Customer expectations and is not responsible for the service results that the Customer interprets. The Customer understands and agrees that he bears all risks associated with the use of service results, including financial ones.

The Contractor is not responsible for interruptions in providing the services related to software and/or hardware failures caused by the Customer and third parties' actions/inaction.

The Customer is solely responsible for the Content uploaded using their account. The Customer guarantees to the Contractor that any uploaded Content does not violate any third parties' rights and does not contradict the Estonian legislation standards. Suppose the Contractor receives claims to such Content from any third parties or authorized state bodies. In that case, the Contractor sends such claims to the Customer, indicating the deadline for responding to the claim. A copy must be sent to the Contractor's address containing the response.

The Contractor does not explicitly monitor or moderate user actions related to the Content, but despite the above, may, at its discretion, from time to time remove Content that violates any person's rights and interests, as well as Content not complying with current Estonian legislation.

The Contractor's liability under this Agreement is, in any case, limited to the Subscription cost paid by the Customer during the current period.

## **THE AGREEMENT TERMINATION AND THE SUBSCRIPTION CANCELLATION**

The Customer can cancel the Subscription by notifying the Contractor at least 3 (three) business days before cancellation. However, the unused period is not refunded by the Contractor.

Unsubscribing from the "7 days", "14 days" or "30 days" Tariffs is not possible any earlier than 24 hours after the initial Subscription activation at the specified Tariff.

The Contractor has the right to refuse to provide services or (at its discretion) suspend the provision of the services, without prior notice to the Customer, in violation case of the Agreement clauses 3.3.2-3.3.4.

## **REFUND POLICY**

The services provided by the Contractor under this Agreement are digital. The Contractor offers the Customer the opportunity to get acquainted with the services for a minimum fee by providing limited access for seven days. As a general rule, there are no refunds for services. However, the Contractor reserves the right to consider applications

related to having funds refunded for services individually.

If there are proven fraudulent actions, or if the Customer violates this Agreement clause 3.3.2, the refunds paid for services are not completed.

A refund is only possible if no more than 180 (one hundred and eighty) days have passed from the payment moment to the moment that the Customer requests a refund.

A full refund is possible in cases where:

Access to services has not been provided to the Customer within twenty-four (24) hours from the payment date for the services at the relevant Tariff. Or access to services has been blocked to the Customer without breaching its obligations under this Agreement for the relevant period in the services' current paid-up period;

Payment has been made by mistake, i.e., if the services for the same Tariff have been paid by the Customer with no more than 10 minutes between payments. As well as if the Customer has applied to the Contractor for a refund within a period not exceeding 48 (forty-eight) hours from the second payment.

Partial refunds are possible in cases where:

If the services have been unavailable to the client due to the Contractor's fault or inactivity for more than 24 (twenty-four) consecutive hours. The amount of 5% as a refund paid by the Customer for the services in the current period shall be given.

Refunds shall only be made if the Customer directly applies to the Contractor with the relevant application. The Contractor shall not make any refunds from payment service providers to avoid double refunds.

## **SECURITY POLICY**

When you pay for your order by bank card, payment processing (including entering the card number) takes place on an internationally certified processing system on a secure page.

The online shop does not receive your confidential data (card details, registration data, etc.). Their processing is fully protected. No one, including our online shop, can get personal and the Customer bank data.

When working with card data, the information security standard developed by the international payment systems Visa and MasterCard - Payment Card Industry Data Security Standard (PCI DSS) is applied, ensuring the Holder's Bank Card details are secured during processing.

The data transfer technology used guarantees the Bank Card transactional security through the use of Secure Sockets Layer (SSL), Verified by Visa, Secure Code, and closed banking networks with the highest security degree.

## **FINAL PROVISIONS**

If services render a statement not stipulated in this Agreement. A payments

reconciliation statement may be provided at the Customer's written request.

This Agreement is finalized for an indefinite term.

If any provision in this Agreement is held invalid or unenforceable, then any other valid or enforceable provision will not be affected and will remain in full force and effect.

The relations in this Agreement shall be governed by Estonian law and international treaties and agreements.

This Agreement shall be subject to the claim procedure for the dispute's settlement. If the parties per the claim procedure cannot settle disputes arising from this Agreement, they shall be referred to the court at the Contractor's location.