

## End-User License Agreement (EULA) of Pine AI

This End-User License Agreement ("EULA") is a legal agreement between you and Pinexl Ltd.

This EULA agreement governs your acquisition and use of our Pine AI software ("Software") directly from Pinexl Ltd. or indirectly through a Pinexl Ltd. authorized reseller or distributor (a "Reseller").

Please read this EULA agreement carefully before completing the installation process and using the Pine AI software. It provides a license to use the Pine AI software and contains warranty information and liability disclaimers.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by Pinexl Ltd. herewith regardless of whether other software is referred to or described herein. The terms also apply to any Pinexl Ltd. updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

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### License Grant

This software is licenses, not sold. Pinexl Ltd. hereby grants you a personal, non-transferable, non-exclusive license to use the Pine AI software on your devices in accordance with the terms of this EULA agreement.

You are permitted to load the Pine AI software (for example a PC, laptop) under your control. You are responsible for ensuring your device meets the minimum requirements of the Pine AI software.

You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
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- Allow any third party to use the Software on behalf of or for the benefit of any third party
- Use the Software in any way which breaches any applicable local, national or international law
- use the Software for any purpose that Pinexl Ltd. considers is a breach of this EULA agreement

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The Software and any related documentation are provided "AS IS". Pinexl Ltd. Makes no warranties, express or implied, and expressly disclaims all representations, oral or written, terms, conditions, and warranties, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and noninfringement. Without limiting the above you accept that the software may not meet your requirements, operate error free, or identify any or all errors or problems, or do so accurately. This agreement does not affect any statutory rights you may have as a consumer.

## Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to Pinexl Ltd.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

## Data Privacy & Use

By using this product/service, you agree that your data may be transferred to OpenAI, a third-party company, for the purpose of generating a response. This may include the processing and analysis of your data by OpenAI's systems, which may involve the use of machine learning and artificial intelligence technologies. OpenAI will handle your data in accordance with its privacy policy, which can be found on its website (<https://openai.com/policies/privacy-policy>). Your data will not be shared with any other third parties without your explicit consent, except where required by law."

## Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of Republic of Bulgaria.