

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 governs your acquisition and use of the Pine AI software ("Software"), whether directly from Pinexl Ltd. or indirectly through an authorized reseller or distributor (a "Reseller"). Please read this EULA carefully before completing the installation process and using the Pine AI software. It provides a license to use the software and contains warranty information and liability disclaimers.

If you are entering into this EULA 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 do not agree with the terms of this EULA, you must not install or use the Software.

This EULA applies exclusively to the Software provided by Pinexl Ltd., regardless of whether other software is mentioned or described herein. It also applies to updates, supplements, internet-based services, and support services for the Software, unless separate terms accompany those items upon delivery.

By downloading, copying, accessing, or otherwise using this Office application (the "Software"), you agree to be bound by the general Terms of Use of this EULA, as well as other terms expressly included within the software.

License Grant

This software is licensed, not sold. Pinexl Ltd. 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.

You are permitted to install the Pine AI software on devices under your control (e.g., PC, laptop). You are responsible for ensuring your device meets the minimum requirements for the software.

You are not permitted to:

- Edit, alter, modify, adapt, translate, or otherwise change the Software, nor allow it to become incorporated into other software.
- Decompile, disassemble, or reverse engineer the Software, or attempt to do so.
- Reproduce, copy, distribute, resell, or use the Software for commercial purposes.

- Allow any third party to use the Software on your behalf or for the benefit of a third party.
- Use the Software in a manner that breaches any applicable laws or regulations.
- Use the Software for any purpose deemed by Pinexl Ltd. to violate this EULA.

Feature Usage Tracking

Pinexl Ltd. may collect information related to the usage of features within the Pine AI software. This data is gathered solely to understand and improve the functionality and performance of the software.

Key Points About Usage Tracking:

- No personal or identifiable information will be collected or processed.
- All usage data remains anonymous and cannot be linked to any individual user.
- Usage tracking is conducted in compliance with applicable data protection laws.

By using the software, you agree to the collection of anonymous feature usage data as outlined above.

Data Privacy & Use

Pinexl Ltd. collects and processes personal information strictly for essential purposes, including billing, license management, and ensuring the functionality of the Pine AI software. This processing is conducted in compliance with the General Data Protection Regulation (GDPR).

In addition, certain data may be transferred to third-party providers acting as sub-processors, specifically OpenAI, for the purpose of generating responses. This may involve the processing and analysis of your data by OpenAI's systems, which use machine learning and artificial intelligence technologies. OpenAI will handle your data in accordance with its published privacy policy, which can be found on its website (<https://openai.com/policies/privacy-policy>).

Key points:

- Personal information collected by Pinexl Ltd. is limited to what is necessary for contractual obligations and software functionality.
- Data transferred to OpenAI is processed solely to enable response generation within Pine AI.

- Your data will not be shared with any other third parties without your explicit consent, except where required by law.
- All processing is carried out in compliance with applicable EU data protection laws.

For more information on how we handle your data, please refer to our [Personal Data Protection Policy](#).

Intellectual Property and Ownership

Pinexl Ltd. retains ownership of the Software as originally downloaded and all subsequent versions you acquire. The Software - including all copyrights and intellectual property rights - is and remains the property of Pinexl Ltd.

Pinexl Ltd. reserves the right to grant licenses for the use of the Software to third parties.

Limitation of Liability

To the fullest extent permitted by law, Pinexl Ltd. shall not be liable for any special, incidental, indirect, or consequential damages - including but not limited to loss of profits, business interruption, or loss of information - arising from the acquisition, installation, or use of the Software, even if Pinexl Ltd. has been advised of the possibility of such damages.

No Warranties

The Software and related documentation are provided "AS IS." Pinexl Ltd. makes no warranties, express or implied, and disclaims all representations, terms, conditions, and warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

You accept that the Software may not meet your requirements, operate error-free, or identify all errors and problems accurately. This EULA does not affect any statutory consumer rights.

Consumer Rights

This EULA does not affect your statutory rights as a consumer under applicable EU laws, including your rights regarding defective products. For details about your consumer rights, please consult your local authority or legal resources.

Termination

This EULA is effective from the date you first use the Software and continues until terminated. You may terminate it at any time by providing written notice to Pinexl Ltd.

The agreement terminates immediately if you fail to comply with its terms. Upon termination, your license is revoked, and you must stop accessing and using the Software. Provisions that naturally survive termination will continue to apply.

Governing Law

This EULA and any disputes arising from it shall be governed by and construed in accordance with the laws of the Republic of Bulgaria.

Contact Information

If you have any questions about this EULA, the collection of feature usage data, or your rights, please contact Pinexl Ltd. at:

- **Email:** contact@pinexl.com