



# End User License Agreement

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## IMPORTANT NOTICE TO ALL USERS:

This Site is offered and available to users who are at least 18 years of age and of legal age to form a binding contract. If you are under 18 and at least 13 years of age, you are only permitted to use the Site through an account owned by a parent or legal guardian with their appropriate permission. If you are under 13 you are not permitted to use the Software or the KomitIA services.

## Agreement Overview

This end user license agreement ("License") is a legal agreement between you and **KomitIA** relating to the software programs made available by KomitIA (including the software programs known as "KomitIA"), services, and any updates, upgrades, patches or other modifications made to the software programs and services from time to time (collectively referred to as "Software").

We license use of the Software to you on the basis of this License. We do not sell the Software to you and we remain the owners of the Software at all times.

You understand and agree that we may add to or change the terms of this License at any time. Any change to the terms shall be effective immediately and your continued use of the Software shall constitute ongoing acceptance of the updated terms.

## **1. Grant and Scope of License**

Subject to you complying with this License, we grant you a limited, revocable, royalty-free, non-exclusive, non-transferable, non-sub-licensable license to use the Software, solely for your personal and non-commercial use.

When downloading and accessing the Software, or uploading content from the Software, standard network and/or broadband charges may apply according to your contract with your internet provider, which you are solely responsible for.

## **2. Restrictions**

Except as expressly set out in this License, you undertake that you will not (and will not permit or encourage others to):

- Copy, reproduce, disassemble, decompile, reverse-engineer or create derivative works of the Software
- Rent, sell, lease, sub-license, loan, publish, display, distribute or otherwise transfer the Software to a third party
- Modify, merge, adapt, vary or make alterations to the Software
- Combine any third-party software with the Software
- Exploit the Software for any commercial purpose

- Bypass or seek to bypass any security or technical measures relating to the Software

You must not use any third-party software which undertakes any of the restricted activities above.

### 3. Intellectual Property Rights

You acknowledge, accept and agree that **all title, ownership rights and intellectual property rights** in and to the Software and all copies thereof (including without limitation any titles, computer code, themes, objects, characters, storylines, catch phrases, locations, concepts, artwork, landscape designs, animations, sounds, musical compositions, recordings and audio-visual effects) anywhere in the world belong to us and/or our third-party licensors.

You acknowledge that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this License.

In no event will the Software be deemed to be "open-source" or "publicly available" software.

### 4. Accounts and User-generated Content

#### Account Registration

In order to access and use the Software, you may be asked to register and open an account ("Account") and provide certain personal information such as your name and email address. Our Privacy Policy explains how such information may be collected and used.

## Gigs

KomitIA will allow you to create and publish artificial intelligence services advertisements (“Gigs”). When creating a Gig, you can:

- Customize the title, description and pricing list.
- Upload your own images to use in a portfolio.
- Select a category for your AI service advertisement.
- Select an image from your portfolio to use as thumbnail.
- Add keywords for better search engine engagement.

## Content Guidelines

You may not create a Gig that advertises services or includes content that is considered:

- Discriminatory, illegal, hate speech, or promoting violence
- Promoting alcohol-use, tobacco-use, gambling, or drug use
- Misleading
- Infringes intellectual property rights of any party
- Likely to adversely impact the reputation of KomitIA

The creation of Gigs that offer services considered pornographic, lewd, obscene or vulgar (“NSFW”) may be permitted following these requirements:

- The aforementioned statutes must not be violated
- Content displayed in the Gig must not be pornographic, obscene or vulgar
- Displaying lewd content is permitted if it is considered moderated. If the Gig content infringes in this statute, the Gig will be suspended, and you will be properly informed about the causes for you to take appropriate measurements while editing the Gig to make it public again
- Flag the Gig as NSFW as the Platform may require it

- NSFW services must not be offered nor delivered to users who are under 18 years old and as your local minors protection and any other competent law may require it

**Important:** KomitIA does not audit, regulate, or approve Gigs. Creation or use is completely at your own risk, and you will be solely responsible for any obligations, damages or losses which arise from such content.

## 5. Third-party Services

From time to time the Software may integrate with other third-party services or platforms. These services may require you to agree to separate terms and conditions and set up separate accounts.

You should make yourself aware of the terms and conditions of any third-party provider before agreeing to receive such services.

## 6. Fees

You may access and use the Software free of charge; however, the use of Gigs will create the following charges:

- If you use a Gig as a **client**, you will only be required to pay for the artificial intelligence service as discussed with the Gig creator
- If you use a Gig as a **creator**, your prices will include a 10% fee. It will not be charged to you, but on the payments from your clients.

In addition, future versions of the Software may introduce Additional Services that require payment.

**Additional Services** mean providing the user with additional, special features for a fee. Additional services are not a necessary condition for participation in the Software and provide you with extra features beyond the scope of the basic services.

## 7. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" WITH ALL FAULTS, WITHOUT WARRANTY, PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND.

Your use is at your sole risk. KomitIA does not warrant that the Software will be error-free, or that the Software will interoperate or be compatible with any other software or that any errors in the Software will be corrected.

We do not guarantee that you will be able to access or use the Software at times or locations of your choosing, or that we will have adequate capacity for the Software as a whole or in any specific geographic area.

## 8. Limitation of Liability

KomitIA shall not be liable in any way for any loss or damage of any kind arising out of the Software or any use of the Software, including without limitation:

- Loss of data, device failure or malfunction
- Loss or damage to digital assets such as Gigs, virtual goods or currency
- Interruptions of service, including ISP disruptions or hardware failure
- Any indirect, incidental, special exemplary or consequential damages

The Software is provided to you free of charge. To the maximum extent permissible by law, our total liability shall not exceed the subscription fees actually paid by you to KomitIA during the twelve (12) months prior to the cause of action.

## **9. Termination**

We may terminate this License and any user Account immediately if you commit a breach of this License.

Upon termination for any reason:

- All rights granted to you under this License shall immediately cease
- You must immediately cease all activities authorized by this License
- You must immediately delete or remove the Software from all computer equipment
- Your access to and use of the Software will immediately cease

## **10. General Terms**

Each of the warranties and conditions of this License operates separately. If any provision is found to be illegal, invalid or unenforceable, the remaining provisions will not be affected.

We may transfer our rights and obligations under this License to another organization, but this will not affect your rights. You may not transfer or assign your rights and obligations to a third party.

**Governing Law:** This License shall be governed by and interpreted in accordance with the laws of the Mexican law.

This License constitutes the entire agreement between the parties and shall co-exist with our Privacy Policy.

**Language:** This License is drafted in Spanish and may be translated into other languages. The Spanish language version shall prevail in case of any conflict or inconsistency.

## **11. Contact information**

If you have any questions regarding this License, please feel free to contact us at:

**KomitIA**

**Email:** [support@komitia.app](mailto:support@komitia.app)