

Terms of Use

Last updated: September 17, 2024

1. INTRODUCTION

The following text of the Terms of Use (hereinafter referred to as "Agreement" and/or "Terms", "General Terms") is addressed to an unspecified circle of persons, users of the website on the Internet: <https://sereda.ai/> and other websites of the project (hereinafter referred to as the "Website"), as well as to users of the products and services offered on the Website (hereinafter referred to as the "Services"), with the exception of services provided within a separate written contract, and is governed by the terms of this Agreement between you (the user of the Website and the recipient of the Services) and us, the company "sereda.ai", (hereinafter referred to as the "Company", "Website Administration", "we" or "us").

This Agreement is a public offer within the meaning of the current legislation of Estonia. Execution by persons of conclusive actions specified in Art. 2, and aimed at using the Website and receiving Services, is considered unconditional acceptance (acceptance) of all provisions of this Agreement. The User of the Website and the recipient of the Services hereby acknowledges that the acceptance of the Agreement is equivalent to the signing and conclusion of the Agreement on the terms set forth in this Agreement.

This document describes the main provisions of this agreement and outlines some of its terms and conditions.

For the Services provided, sereda.ai is referred to as:

Sereda.ai OÜ

Legal address: Harju maakond, Tallinn, Lasnamäe linnaosa, Lõõtsa tn 2a, Estonia, 11415

Registry code: 16797992

VAT: EE102646841

Representative of the company in Ukraine:

Individual Entrepreneur Lukan Mykhailo Mykolayovych

EDRPOU: 3256004196

Legal address: 10 Lisna St., Kobaki village, Kosiv district, Ivano-Frankivsk region, 78660, Ukraine

Extract of state registration dated 03.02.2021 №2001110000000010508

The details of the specific Service provider will be indicated in the e-receipt, invoice of the payment system or invoice issued to you.

The General Terms constitute a legally binding agreement for the provision of the Services and the use of the Website.

2.ACCEPTANCE OF TERMS AND CONDITIONS

Acceptance of the Terms is required to use the Services. Until you accept the Terms, you are not allowed to use the sereda.ai Services.

You can accept the Terms in the following ways:

(A) by performing an action that indicates acceptance of the Terms (by clicking on a button, checking a box or similar action) on the Service order page on the Website; or

(B) actual use of the Services. In this case, you agree that we will consider the fact of using the Services as acceptance of the Terms.

By using the project Website or the Services offered on the website, you accept all of the specified Terms. If you do not agree to these General Terms or Additional Terms and Conditions published on the Website, please leave the Website and stop using the Services.

3. SUBJECT OF THE AGREEMENT

The subject of the agreement is the use of the Website, as well as the Services we offer on the website on the Internet: <https://sereda.ai/> and other websites of the sereda.ai project.

Terms of use of Services and materials available on the Website

The User may be any person who accepts the Terms and uses the Website and the Services.

To get paid services, you must have full legal capacity and be at least 18 years old.

Additional Terms and Conditions

Since we provide many different services, some of them may be subject to Additional Terms and Conditions. These terms and conditions are set forth in the relevant sections of the Website, on the ordering pages of the Services or in legal notices sent to you (hereinafter referred to as "Additional Terms and Conditions"). The Additional Terms and Conditions constitute an integral part of the agreement for the provision of services and use of the Website concluded between you and us.

We reserve the right to introduce Additional Terms of Use of the Website and Services, which are binding.

4. COST AND DESCRIPTION OF THE SERVICES

Services

The scope of Services available to you depends on the terms of the purchased product and Service package.

The terms of use of a paid subscription are subject to the relevant Additional Terms (Subscription Terms published on the product page), accepted by you upon subscribing.

You shall pay all fees specified in any subscription package, including, without limitation, any fees based on the number of active users. Unless otherwise stated in the subscription package description, these fees are charged in advance for each month and are non-refundable. If you exceed any usage or fee limits set forth in your subscription, we may charge you for such excess in a follow-up invoice.

We reserve the right to change our fees at any time upon 30 (thirty) days' written notice by posting such changes on the Website or by sending you a notice by email. You will be required to pay such changed fees.

Cost of services

We may publish the cost of the services within the subscription package you have purchased on the subscription package page, on the Website, or we may specify it in a written legal notice sent to you at the email address you provided during registration or placing an order on the Website.

5. USE OF THE WEBSITE AND ORDERING THE SERVICES

By using the Website and/or Services, you accept these General Terms and our Privacy Policy. If you do not agree with the content of these documents, please leave the Website, and stop using the Services.

If you register on the Site or place an order for the Services offered on the Site, you must provide your consent to send you written communications, promotional mailings, newsletters and other materials to the phone number and email address you provided during registration. If you wish, you can refuse to receive them.

You must comply with all the Terms that you will be asked to read when placing an order or using the Services offered on the Website. You agree that you will not participate in any activity that disrupts the functioning of the Website, the Services or related servers and networks.

You accept full responsibility for any violations of your obligations under these Terms, as well as for all consequences of such violations.

6. AGREEMENT CONCLUSION

The procedure for the drafting and conclusion of the relevant agreement (contract) depends on the product (service package) you have chosen and the payment method, as well as whether you are placing an order for the

Services for the first time or you already have a user account on the Website. Registration on the Website, subscription to the mailing list, placing an order and payment for the Services on the Website (entering your payment details) are not possible without your prior acceptance of these Terms and our Privacy Policy (without checking the box "I have read and accept the Terms of Use and Privacy Policy" in the appropriate checkbox, under the data collection form).

Entering into the agreement

By visiting the Website and using free materials and Services available in the public sections of the Website, you enter into a License Agreement for the Use of Content.

By signing up for a free subscription to the newsletter, you enter into a Service Agreement with us. In this case, the Agreement includes the General Terms and Additional Terms and Conditions of Service.

When you sign up for a paid subscription to Services, you enter into a Service Agreement upon successful submission of your payment details to the payment system. In this case, the Agreement includes the General Terms and Additional Terms - Subscription Terms.

If you pay for the order without using electronic payment systems, the Agreement is considered concluded when you pay the invoice (or electronic invoice) issued by us.

Correcting input errors

By registering on our Website or ordering Services, you can interrupt the subscription process at any time and correct input errors before completing the registration or placing an order.

You can also always contact us to report input errors.

7. TERMS OF SERVICE PROVISION

Subscription

Subscriptions to our services are available for different periods (the "Subscription Period") and will automatically renew for the same Subscription Period until you or we cancel the renewal.

To avoid misunderstandings, please note that the subscription period is determined by number of consecutive days, regardless of whether you have used the services you are subscribed to or not.

8. TERMS OF PAYMENT

Money charging

In the case of a renewable subscription for the Services, upon signing up for a subscription (successful entry of payment data), the card will be linked to the user's account and funds will be automatically debited from the linked card for the specified subscription period, under the terms of the subscription. In the event of an automatic subscription renewal for a new period, the funds are charged in advance before the Services are provided in the new billing period.

Failure to fulfill payment obligations

We reserve the right to file claims for violation of the specified payment deadlines. If we are unable to debit your payment card or make another payment, we have the right to stop providing the Services or suspend their provision until they are fully paid for.

9. PAYMENT METHOD

You can find the available payment methods for our Services on the Website.

If you pay for the services by bank transfer, you must notify us of the payment made and send us documents or copies of the documents confirming the payment to the email address indicated on the Website. By paying for the Services by bank transfer, you confirm your agreement with the Terms of Use.

In case we pay additional fees or incur other expenses as a result of payment rejection due to your fault (for example, insufficient funds on the card; the

permissible credit limit on the card has already been exhausted), we reserve the right to charge your card/account additionally for the amount of expenses we actually incurred.

We reserve the right, at any time, at our sole discretion, to change the payment method for the purchased product and/or to cancel the previously offered payment method by offering alternative payment methods.

10. POLICY OF REFUND AND POSTPONEMENT OF SERVICE PROVISION

Service refusal policy

Once you place an order and pay for it, you have the right to terminate the Services and request a refund. You have the right to terminate the paid services by notifying us within the specified period.

The date we receive a refund request will determine whether a refund is possible and the amount of any charges associated with the refund. You agree that if you have already started using the Services during the cancellation period, we will charge you for the amount of the Services actually provided, as of the date of receipt of the refund request.

Service refusal policy

You have the right to terminate the Services within 14 (fourteen) calendar days from the date of payment for the Services.

To receive a refund, please contact us and request a refund in accordance with the established procedure.

Making a refund

To terminate the Services and request a refund, please email us at support@sereda.ai or contact our support team at the phone number indicated on the Website. We will confirm receipt of the refund request by sending an email to the address provided during checkout.

To make a refund, be sure to provide us with the following information: Full name and email indicated upon placing the order; name of the Service (subscription package); date of order; payment information; reasons for refusal of services, as well as other required information.

You understand and agree that if you do not provide the required information, we have the right to deny your refund request.

Consequences of service refusal

If you request a refund within the specified period, we will make a refund within 14 (fourteen) days from the date of receipt of the request.

We will use the same payment method you used to pay for the Services to refund your payment. We will charge all additional bank and payment system fees incurred as a result of the refund.

If you have not used the Services not due to our fault or have refused to use the Services with violation of the terms and procedure, we do not refund the cost of such Services.

Special refusal terms and additional refund guarantees

We reserve the right to set different cancellation policies for specific Services or to provide you with additional guarantees of unconditional refunds by publishing specific cancellation terms on the product's sales page.

Expiration of the cancellation period

If the Services have been provided in full, before the expiration of the cancellation period and/or before the receipt of the refund request, no refund is possible.

In case of receipt of a request for a refund (withdrawal from services) in violation of the established terms of withdrawal, no refund is possible.

11. DATA PRIVACY AND SECURITY. PERSONAL DATA PROCESSING

When providing Services to you, we take appropriate administrative, physical and technical measures to protect the security, confidentiality and integrity of your data. These measures include, where applicable, encrypting your data during transmission (using SSL or similar technologies), except for certain external third-party integrations that do not support encryption, and which you may connect to the Service at your own choice.

You agree that we may access your account information to respond to your service requests. We will not disclose such information unless required by law or authorized by you.

You are solely responsible for the security of the data on your Website or otherwise in your possession. You agree to comply with all applicable governmental laws and regulations with respect to the collection, protection and dissemination of any personal, financial, credit card or transaction information (defined as "Payment Data") on your website.

sereda.ai shall be responsible for the security of storage, transmission and processing of Payment Data passing through its systems.

12. INTELLECTUAL PROPERTY RIGHTS

All materials posted on the website on the Internet: <https://sereda.ai/> and other websites of the project, as well as all materials and services provided by or through sereda.ai, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners, including, but not limited to, the software, all informational text, software documentation, design and appearance, layout, photos, graphics, audio, video, messages, interactive and instant messages, design and features, files, documents, images or other materials, whether publicly posted or privately shared, and all derivatives thereof (collectively, referred to as "Materials"), are owned by sereda.ai or our licensors or service providers and are protected by copyright and other intellectual property laws.

The right to use the content and materials that are part of the Website or obtained while providing the Services is limited to using the content for personal non-commercial purposes and is not allowed in other cases.

Copying, modification, full or partial use, public reproduction and distribution of materials posted on the website or provided to the user in the course of providing paid services, as well as the use of content for commercial purposes, without the written permission of the copyright holder, is strictly prohibited and prosecuted in accordance with the law.

The trademark, its image and the trade name "sereda.ai" are registered and owned by us. All rights reserved.

You undertake not to reproduce, duplicate, copy, sell, exchange or resell the Services for any purpose, unless the right to do so has been granted to you by the copyright holder in a separate written agreement, and not to use other intellectual property without our written consent.

Any infringement of copyright and related rights is prosecuted in accordance with the laws of the country of service provision and international law, and results in civil, administrative and criminal liability.

13. LIABILITY FOR POOR QUALITY SERVICES

Legal enactment

The provisions of the applicable consumer protection laws regarding claims for defective services shall apply to the relations arising from the General and Additional Terms and Conditions. In no event may the scope of consumer rights granted to you by law be reduced.

Warranty disclaimer

The Websites and Services, including all server and network components, are provided "as is" and "as available" without warranty of any kind to the fullest extent permitted by applicable law, and sereda.ai expressly disclaims any and all conditions, statements, warranties or other terms, express or implied,

including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose and non-infringement.

Exclusion of liability

Except as expressly provided herein, no warranties, express, implied, statutory or otherwise, are made by either party, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. Each party disclaims all liability for any damage or loss caused by any third-party hosting providers.

14. LIABILITY

General provisions

In case of violation of obligations by the parties, provision of inaccurate information during the conclusion or execution of the agreement, the parties shall be liable in accordance with the established procedure.

We are liable for:

- violation of the Terms of Use;
- violation of the Terms of Service provision;
- provision of poor quality Services.

We are not liable for:

- inability to provide Services due to reasons beyond our control, including force majeure, disruption of communication lines, malfunction of equipment and software outside our control;
- for full or partial interruptions in the provision of services related to the replacement of equipment, software or other work caused by the need to maintain the performance and development of technical means (subject to prior notification of the user);

- breach of security of equipment and software used by you to receive services;
- loss of confidential information or part of it, if it is not our fault;
- any losses of third parties that were not caused by us.

You are liable for:

- the authenticity and correctness of the registration and payment data provided by you during the registration on the Website or placing an order;
- use of credentials by third parties to access the Services;
- use of materials posted on the Website or provided in the course of providing the Services in order to resell, distribute or transfer them to third parties;
- violation of the Terms of Use;
- violation of payment terms and conditions;
- interfering with the operation of the Website and available services or attempting to access them bypassing our instructions.

Limitation of liability

Our aggregate liability for any claim or demand shall be limited to the amount of the defective or delayed service purchased.

In the event of a breach of the Terms of Use, our liability is limited to:

- extension of the Terms of Use, or
- providing Services within new timeframes until our obligations are fulfilled.

Liability of our employees and agents

To the extent that our liability is limited or excluded, the same limitation or exclusion applies to our employees or agents.

15. LIABILITY FOR MATERIALS AND CONTENT POSTED BY YOU

Limitation of liability for content posting

You are responsible for the content and materials that you post on your Website while using sereda.ai Services. We are not responsible for the materials you post and do not keep track of them.

Compliance with legal requirements

When posting your own content, you are obliged to comply with the requirements of the laws of your country of residence. In any case, it is prohibited to publish content of a pornographic, sexual nature, promoting violence, sadism, discrimination, containing threats or defamation, etc. or otherwise violates the requirements of the legislation of your country of residence.

Furthermore, your content must also not violate the rights of third parties. This applies to property and personal non-property rights of third parties, including intellectual property rights (e.g., copyright and trademark and trade name rights). In particular, you are also obliged not to infringe the rights of third parties when posting comments/reviews, profile photos or any pictures you post.

We have the right to remove or relocate any content posted by you at any time if we determine that it violates the rights of third parties or legal requirements. If you violate these content guidelines, we are entitled to send you a written warning and temporarily block your account and suspend the services, or terminate the agreement unilaterally.

Compensation for damages

If you violate the requirements of the Terms of Use, you must reimburse us for all losses incurred in connection with the satisfaction of claims of third parties (whose rights you have violated). We reserve the right to make claims for losses and other claims, by way of recourse.

16. VALIDITY PERIOD OF THE TERMS

The Terms are valid until changed or revoked by sereda.ai.

Termination (revocation) of these Terms will not affect any legal rights, obligations and liabilities that were in force for you and sereda.ai and arose before the termination of the Terms.

17. VALIDITY PERIOD OF THE AGREEMENT

The agreement on the use of the Website (website materials) is considered to be concluded for an indefinite period and is valid until you or we terminate it.

The Service Agreement concluded upon signing up for a paid subscription to the Services shall be valid for the duration of the subscription and, in case of renewal (automatic renewal) of the subscription, shall be extended for the duration of the subscription.

18. TERMINATION OF SERVICES

You have the right to stop using the Website and Services at any time and without providing a reason.

To terminate the use of paid Services, please notify us by contacting the customer support service at one of the phone numbers listed on the Website.

Please note that after you have refused the Services (terminated the agreement), you will lose access to all purchased content and available Services. If at the time of termination of the agreement (contract) you still have a valid subscription or access to the purchased Service package, any amount you paid for sereda.ai Services will not be refunded, including the amount of the cost of actually unused Services.

We reserve the right to terminate the legal agreement for any reason, provided that we give you at least 2 (two) weeks' written notice prior to the scheduled termination date. In any case, the agreement cannot be terminated earlier than the end of the paid subscription period or the end of the Service period.

We are entitled to terminate the agreement (contract) concluded with you at any time if:

(A) You have violated any provision of the Terms (or committed acts that clearly indicate your unwillingness or inability to comply with the Terms), or

(B) we are required to do so by law (for example, if it is unlawful or no longer lawful to provide you with services), or

(C) sereda.ai ceases to provide Services in the country in which you reside or use the services, or

(D) the provision of Services becomes unprofitable for sereda.ai.

If you try to interfere with the operation of the sereda.ai Website, servers and other automated systems or severely violate the Terms, or if we suspect you of doing so, we may suspend or completely block your access to the Website and Services.

Subscription

Each subscription to sereda.ai Services must be canceled separately.

You can cancel your subscription without giving any reason at any time after the end of the applicable subscription period or on the day of the end of the period for which the subscription was extended.

You can cancel any subscription to the Services on our Website by selecting the appropriate setting in the admin panel and unlinking your payment card. You may also cancel your subscription by sending us an email to support@sereda.ai.

We reserve the right to cancel your subscription, starting on the day the subscription period expires or the period for which the subscription has been extended, provided that we give you at least 2 (two) weeks' written notice prior to the scheduled cancellation date.

Unilateral termination of the agreement for valid reasons

Each party has the right to withdraw from the agreement unilaterally for valid reason.

In particular, we have the right to cancel your account and terminate the user agreement or cancel your subscription immediately if you repeatedly grossly violate the Terms of Agreement or these General Terms, as well as in case of payment arrears.

19. PERSONAL DATA

Please note that by using the Website or Services, filling out registration forms on the Website, you agree to our Privacy Policy and consent to the collection and processing of your personal data on the terms and conditions specified. If you do not agree with them, please stop using the Website.

We process your personal data in accordance with our Privacy Policy; you can always find the current version of the Privacy Policy on the Website. These terms govern the collection, processing, use and protection of your personal data.

20. CHANGES IN THE TERMS OF SERVICE PROVISION

We reserve the right to change or amend these General Terms by posting a notice and a new version of the General Terms on this page.

If we change the Additional Terms and Conditions, we will post the new version of the Additional Terms and Conditions directly on the product description page.

If you do not object to the validity of the new Terms and continue to use the Services, the new version of the Terms is considered to be accepted by you.

You understand and agree that using the Services after changes to the General or Additional Terms and Conditions shall be treated by us as your acceptance of these Terms. If you oppose the new version of the Terms, we certainly reserve the right to unilaterally withdraw from the agreement in accordance with the established procedure.

21. GENERAL LEGAL TERMS AND CONDITIONS

The General and Additional Terms and Conditions constitute the entire legal agreement (Service and Website use agreement) between you and sereda.ai, regulate the provision of the Services (except for services provided under a separate written agreement, if any) and completely replace all previous agreements and arrangements between you and sereda.ai.

Validity of the provisions

In case of any discrepancies between the Additional Terms and Conditions and the General Terms, the provisions of the Additional Terms and Conditions relating to the relevant Service shall prevail.

If any judicial authority competent to consider this matter finds any provision of these Terms to be invalid, the relevant provision will be excluded from the Terms, while the other provisions of the Terms will remain in effect. The remaining provisions of the Terms will continue to be valid and their compliance may be enforced in court.

Applicable law

The relationship between the parties shall be subject to the laws of Estonia and the United Nations Convention on Contracts for the International Sale of Goods. In terms of consumer protection legislation, the law of the user's residence shall apply.

22. ADDITIONAL TERMS AND CONDITIONS FOR ORGANIZATIONS

If you are a legal entity (for clarity, the term "you" in these Terms refers to the organization), the private individual who has accepted the Terms on behalf of the organization represents and warrants that he or she is authorized to act on your behalf and has sufficient authority to accept the Terms on your behalf.