# **Terms and Conditions**

### Effective Date: 12th of September 2024

These Terms and Conditions ("Agreement") govern the use of the services ("Service") provided by **Attila Tokolics ev.** ("we", "us", "our", "refinr.ai"). By accessing or using our Service, you ("User", "you", "your") agree to be bound by this Agreement. If you do not agree to these terms, you may not use the Service.

## 1. Service Overview

We provide software as a service (SaaS) that allows users to [briefly describe the core functionality of your service]. The service is provided through our platform located at https://app.refinr.ai ("Platform").

## 2. User Account

- **Registration**: To access our Service, you must create an account by providing accurate and complete information. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.
- **Eligibility**: You must be at least 18 years old or have reached the legal age of majority in your jurisdiction to use this Service.

## 3. User Obligations

- **Compliance**: You agree to comply with all applicable laws and regulations in connection with your use of the Service.
- Prohibited Activities: You may not use the Service to:
  - $\circ$   $\;$  Engage in unlawful activities or violate the rights of others.
  - Distribute malware, viruses, or other harmful code.
  - Interfere with or disrupt the Service's functionality or security.

### 4. Subscription and Payment

- **Subscription**: Our Service is provided on a subscription basis. You agree to pay all applicable fees associated with your use of the Service, as outlined during the subscription process.
- **Billing and Payment**: Payment will be processed through our third-party provider (Stripe). All fees are non-refundable except as expressly stated in this Agreement or required by law.
- **Renewal**: Your subscription will automatically renew at the end of each billing cycle unless you cancel your subscription prior to the renewal date.

# 5. Service Availability

- **Uptime**: We strive to provide continuous availability of the Service but do not guarantee uninterrupted or error-free operation.
- **Maintenance**: We reserve the right to perform maintenance, updates, or improvements that may temporarily disrupt access to the Service. We will provide notice when possible.

## 6. Termination

- **Termination by You**: You may terminate your account and subscription at any time by contacting us or through your account settings.
- **Termination by Us**: We reserve the right to suspend or terminate your access to the Service for any reason, including but not limited to violation of this Agreement or non-payment of fees.
- **Effect of Termination**: Upon termination, your right to access the Service will cease, and all data associated with your account may be deleted.

# 7. Intellectual Property

All content, software, and materials provided through the Service are the intellectual property of Attila Tokolics ev. or its licensors. You are granted a limited, non-exclusive, non-transferable license to use the Service solely for your personal or business purposes in accordance with this Agreement.

## 8. Limitation of Liability

- **No Warranties**: The Service is provided on an "as is" and "as available" basis without any warranties of any kind, whether express or implied.
- **Limitation**: To the fullest extent permitted by law, Attila Tokolics ev. shall not be liable for any indirect, incidental, special, or consequential damages arising from your use of the Service, including loss of data or business interruption.

## 9. Data Privacy

Your privacy is important to us. Please refer to our Privacy Policy https://refinr.ai/ingr\_privacypolicy.pdf for details on how we collect, use, and protect your personal information.

### **10. Modifications to the Agreement**

We may update these Terms and Conditions from time to time. We will notify you of any significant changes by posting the updated Agreement on our Platform. Your continued use of the Service after such changes constitutes your acceptance of the new terms.

### 11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Hungary without regard to its conflict of law provisions.

# 12. Dispute Resolution

- **Informal Resolution**: Before initiating any legal action, you agree to attempt to resolve any dispute with us informally by contacting us.
- **Arbitration**: Any dispute arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of Veszprém District Court, Hungary. You waive your right to participate in a class action lawsuit or class-wide arbitration.

#### 13. Miscellaneous

- **Entire Agreement**: This Agreement constitutes the entire agreement between you and Attila Tokolics ev. regarding the use of the Service.
- **Severability**: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be in effect.
- **Waiver**: Our failure to enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

#### 14. Contact Information

If you have any questions about this Agreement, please contact us at:

#### Attila Tokolics ev.

Address: 8481 Somlóvásárhely, Vásár u. 12., Hungary Email: mail@refinr.ai