

Terms of Service

Last Modified: September 30, 2024

THESE TERMS OF SERVICE (“TERMS”) CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU TO YOUR PURCHASE OF SERVICES. THE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DATAGEN - FZCO (“COMPANY”, “WE”, “OUR”, “US”). PLEASE, READ THESE TERMS CAREFULLY.

BY CREATING YOUR ONLINE ACCOUNT WITH US, YOU AFFIRM THAT YOU ARE OF 18 YEARS OR OLDER AND IS CAPABLE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT PROCEED WITH CREATING YOUR ONLINE ACCOUNT WITH US OR ORDER OR OBTAIN PRODUCTS OR SERVICES FROM US IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH US, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE’S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

Applicability

These Terms apply to the purchase and sale of our services comprised of choosing, selecting, and assembling varied information of interest for delivery, by way of the sifting and prioritizing of information flows, in form of reports or otherwise, to you based on the criteria developed by us for you individually as a result of customer profiling (collectively, “Services”). As we provide our Services through your personal online accounts (“Online Accounts”) on our website selectaapp.ai (“Website”), these Terms govern your registration and use of your Online Account.

These Terms incorporate by reference the following documents:

- (1) [Website Terms of Use](#) that governs the access and use of our Website by all visitors, including you;
 - (2) [Privacy Policy](#) applicable to our processing of Personal Information in connection with your purchase of our Services and use of your Online Account and otherwise;
- Please note, as the Company uses YouTube API, you also accept and agree to be bound with the YouTube’s Terms of Service located at <https://www.youtube.com/t/terms>

Our Website may use Google Analytics and AdSense, web analytics services provided by Google, Inc., USA. And by using our Website you have to agree and be bound by the Google Privacy Policy located at <http://www.google.com/policies/privacy>

Please, review these documents carefully whether or not you have reviewed them before reading these Terms and whether or not they may already apply to you. These documents, as well as these Terms, are always available through your Online Account.

These Terms prevail over any of other general terms and conditions regardless of whether or when you may have submitted your request for proposal, order, or such terms. Provision of Services to you does not constitute acceptance of any of your proposed terms and conditions and does not serve to modify or amend these Terms.

Changes to Terms

These Terms are subject to change by us without prior written notice at any time, in our sole discretion. However, in case of a material change, such as where provided for in the applicable law, we will notify our you about such changes by e-mail providing an advance notice.

All changes to the Terms will be in effect as of the “Last Updated Date” referenced above or, if with prior email notice, on the date specifically designated for this purpose, whichever is later. You should review these Terms prior to purchasing our Services. Your continued use of your Online Account after the “Last Updated Date” will constitute your acceptance of and agreement to such changes.

Online Account Registration

To access our Services, as well as any reports and other deliverables resulting from our provision of Services to you (“Deliverables”), you need to register with us by way of creating and maintaining your Online Account. When creating your Online Account and from time to time later on, you will be asked to provide certain registration details or other information, which is governed by our [Privacy Policy](#).

It is a condition of your use of our Services and your Online Account that all the information you provide in or through your Online Account is correct, current, and complete. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Online Account is personal to you and agree not to provide any other person with access to the Online Account or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, or otherwise suspend or terminate your Online Account, at any time in our sole discretion if, in our opinion, you have violated any provision of these Terms.

Ordering of Services

You obtain access to our Services by way of purchasing them through your orders placed in or through your Online Account (“Orders”). Each Order contain specific details, such a designation of the Service, subscription term, price, quantity, description of your request, etc. Also, order forms prepared by us may contain specific fields for your use and place additional terms and conditions. In this case, these additional terms and conditions are made conspicuous to you before you place the Order containing them.

You agree that your Order is an offer to purchase our Services pursuant to these Terms. All Orders must be accepted by us. We accept your Order by confirming via email that you have purchased our Services. We may choose not to accept Orders at our sole discretion. In case we do not accept your Order, we fully refund any payment made by you together with the Order.

Prices and Payment Terms

All our prices, discounts, and promotions posted on the Website or available through Online Account are subject to change without notice. The price charged for a Service will be the price in effect at the time the Order is placed. Price increases will only apply to Orders placed after such changes.

Posted prices may not include taxes or, as the case may be, charges for shipping and handling. All such taxes and charges will be added to your total, and will be itemized in your shopping cart in your Online Account and in our confirmation email.

We may offer from time to time promotions that may affect pricing and that are governed by specific terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

Terms of payment are within our sole discretion. Payment must be made by you before our acceptance of an Order. We accept the payment methods available in your Online Account. By making a payment, you represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes.

Cancellation and Refunds

You may cancel our Service, including any subscription, at any time on or through your Online Account. No subscription, including any further automatic payment, is cancelled unless you specifically cancel a Service by way of an affirmative cancellation request available on or through Online Account. Please, be mindful that a mere lack of use of any Service is not a cancellation of the Service.

WE OFFER NO REFUNDS ON ANY SERVICES, INCLUDING ANY SUBSCRIPTIONS, PURCHASED FROM US UNLESS SPECIFICALLY SET OUT IN THIS CLAUSE. Unless any Service is designated as non-refundable before the Order is placed, we refund the payment made if the Service is cancelled within one week of the payment or not later than one day before a first Deliverable, whether periodic or on-demand, is provided to you, whichever is earlier.

Refunds are processed within approximately five (5) business days of our receipt of your cancellation request. Your refund will be credited back to the same payment method used to make the original purchase on the Site.

No Reliance of Information in Deliverables

The information presented in our Deliverables is made available solely for general information purposes and at all times for your personal, non-commercial use. As we only choose, select, and assemble varied information of others for delivery to you, our Deliverable contain content provided by third parties. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or by anyone who may be informed of any of its contents. All statements or opinions by anyone expressed in our Deliverables, other than the opinions directly from us, are solely the opinions and the responsibility of the person or entity expressing them.

Intellectual Property

Our Services and their contents, features, and functionality may be owned by us, our licensors, or other providers of such material and are protected by United Arab Emirates and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Our Representation and Warranty

We represent and warrant to you that we will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

We will not be liable for a breach of this warranty unless you give us a written notice of the defective Services, reasonably described, within seven (7) days of the time when you discover or ought to have

discovered that the Services were defective. In case you provide us with such notice, we will, in our sole discretion, either:

- (1) provide you with another Deliverable curing the defects of the defected Services; or
- (2) credit or refund the price of such Deliverable at the pro rata contract rate.

THE REMEDIES SET FORTH IN SECTION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

Disclaimers of Warranties

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO US PURSUANT TO THE APPLICABLE ORDER CONFIRMATION.

Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, pandemics and epidemics, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Governing Law and Jurisdiction

All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the United Arab Emirates without giving effect to any choice or conflict of law provision

or rule (whether of the United Arab Emirates or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the United Arab Emirates.

YOU AND DATAGEN - FZCO ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Miscellaneous

Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by our duly authorized representative.

No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

Notices. We may provide any notice to you under these Terms by sending a message to the email address you provide to us. It is your responsibility to keep your email address current.

You may contact us for any reason in connection with these Terms to:

United Arab Emirates, Dubai Silicon Oasis. IFZA Business Park, DDP. premises 001 — 35435

E-mail: info@selectaapp.ai

Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

Entire Agreement. Our order confirmation, these Terms, our [Website Terms of Use](#), and [Privacy Policy](#) will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

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