

ASSITIV.AI'S TERMS AND CONDITIONS

Effective date: April 06, 2023

Introduction

Thanks for entrusting ASSISTIV.AI ("**Company**") with your source code, your projects, and your personal information. Holding on to your private information is a serious responsibility, and we want you to know how we're handling it.

This software is controlled and operated by the Assistiv.AI; a private entity headquartered at Avenida Brigadeiro Faria Lima, N. 2639, 101, São Paulo – SP, Brazil.

You should carefully read these terms and conditions below ("**Terms and Conditions**") so that you can enjoy the software and other services developed by Assistiv.AI.

Definitions

We use these basic terms throughout the agreement, and they have specific meanings. You should know what we mean when we use each of the terms. There's not going to be a test on it, but it's still useful information.

An "**Account**" represents your legal relationship with Assistiv.AI.

An "**User Account**" represents an individual User's authorization to log in to and use the Service, serving as an User's identity on The Company.

"**Organizations**" are shared workspaces that may be associated with a single entity or with one or more Users, where multiple Users can collaborate across many projects at once. An User Account can be a member of any number of Organizations.

The "**Agreement**" refers, collectively, to all the terms, conditions and notices contained or referenced in this document (the Terms and Conditions) and all other operating rules, policies (including Assistiv.AI's Data Privacy Statement, available at {www.assistiv.ai/util/PRIVACY_EN}) and procedures that we may publish from time to time on the Website. Most of our site policies are available at {www.assistiv.ai}.

"**Content**" refers to content featured or displayed through the product, including, without limitation, code, text, data, articles, images, photographs,

graphics, software, applications, packages, designs, features, and other materials that are available on the Website or otherwise available through the Service. Content also includes Services.

“User-Generated Content” is Content, written or otherwise, created or uploaded by our Users. **“Your Content”** is Content that you create or own.

The “Service” refers to the applications, software, products and services provided by Assistiv.AI, including any Beta Previews.

“The User,” “You,” and **“Your”** refer to the individual person, company or organization which is acquiring the software or using it; that accesses or uses any part of the Account; or that directs the use of the Account in the performance of its functions.

The **“Website”** refers to Assistiv.AI’s website located at {www.assistiv.ai} and all content, services, and products provided by the Company at or through the Website. These Terms and Conditions also govern Assistiv.AI’s conference websites, and product websites. Occasionally, websites owned by the Company may provide different or additional terms of service. If those additional terms conflict with this Agreement, the more specific terms apply to the relevant page or service.

Acceptance

These are the Terms and Conditions governing the use of this software and the agreement that operates between you and Assistiv.AI. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your use of the Software and of the website is conditioned to your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors and users of the software.

By purchasing or using the software, you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions, then you may not use the software.

You represent that you are over the age of 13. Assistiv.AI does not permit those under 13 to use the software.

Your use of the software must not violate any applicable laws, including

copyright or trademark laws, export control or sanctions laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the software is following laws and any applicable regulations.

Your use of the software is also conditioned to your acceptance of and compliance with the Privacy Policy of Assistiv.AI. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the software and tells you about your privacy rights and how the law protects you.

Account Terms

Account Controls

Users. Subject to these Terms and Conditions, you retain ultimate administrative control over your User Account and the Content within it.

Organizations. The “owner” of an Organization that was created under these Terms and Conditions has ultimate administrative control over that Organization and the Content within it. Within the Service, an owner can manage User access to the Organization’s data and projects. An Organization may have multiple owners, but there must be at least one User Account designated as an owner of an Organization. If you are the owner of an Organization under these Terms and Conditions, we consider you responsible for the actions that are performed on or through that Organization.

Account Requirements

We have a few simple rules for User Accounts on Assistiv.AI’s Service.

You must be a human to create an Account. Accounts registered by “bots” or other automated methods are not permitted. We do permit machine accounts:

A “**machine account**” is an Account set up by an individual human who accepts the Terms and Conditions on behalf of the Account, provides a valid email address, and is responsible for its actions. A machine account is used exclusively for performing automated tasks. Multiple users may direct the actions of a machine account, but the owner of the Account is ultimately responsible for the machine’s actions. You may maintain no more than one free machine account in addition to your free User Account.

Your login may only be used by one person — i.e., a single login may not be shared

by multiple people. A paid Organization may only provide access to as many User Accounts as your subscription allows.

You may not use Assistiv.AI in violation of export control or sanctions laws of the European Union, Brazil, or any other applicable jurisdiction.

User Account Security

You are responsible for keeping your Account secure while you use our Service. We offer tools such as two-factor authentication to help you maintain your Account's security, but the content of your Account and its security are up to you.

You are responsible for all content posted and activity that occurs under your Account (even when content is posted by others who have Accounts under your Account).

You are responsible for maintaining the security of your Account and password. Assistiv.AI cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You will promptly notify Assistiv.AI if you become aware of any unauthorized use of, or access to, our Service through your Account, including any unauthorized use of your password or Account.

User-Generated Content

You own content you create, but you allow us certain rights to it, so that we can display and share the content you post. You still have control over your content, and responsibility for it, and the rights you grant us are limited to those we need to provide the Service. We have the right to remove content or close Accounts if we need to.

Responsibility for User-Generated Content: You may create or upload User-Generated Content while using the software. You are solely responsible for the content of, and for any harm resulting from, any User-Generated Content that you post, upload, link to or otherwise make available via the software, regardless of the form of that Content. We are not responsible for any public display or misuse of your User-Generated Content.

Assistiv.AI May Remove Content: We have the right to refuse or remove any User-Generated Content that, in our sole discretion, violates any laws or Assistiv.AI terms or policies. User-Generated Content displayed on The Company

for mobile may be subject to mobile app stores' additional terms.

Ownership of Content, Right to Post, and License Grants: You retain ownership of and responsibility for Your Content. If you post anything you did not create yourself or do not own the rights to, you agree that you are responsible for any of it; that you will only submit Content that you have the right to post; and that you will fully comply with any third party licenses relating to Content you post.

Because you retain ownership of and responsibility for Your Content, we need you to grant us — and other Company's Users — certain legal permissions, listed in following sections. These license grants apply to Your Content. If you upload Content that already comes with a license granting Assistiv.AI the permissions we need to run our Service, no additional license is required. You understand that you will not receive any payment for any of the rights granted in following sections. The licenses you grant to us will end when you remove Your Content from our servers, unless other Users have forked it.

License Grant to Us

You grant us and our legal successors the right to store, archive, parse, and display Your Content, and make incidental copies, as necessary to provide the Service, including improving the Service over time. This license includes the right to do things like copy it to our database and make backups; show it to you and other users; parse it into a search index or otherwise analyze it on our servers; and perform it in case Your Content is something like music or video.

This license does not grant Assistiv.AI the right to sell Your Content. It also does not grant The Company the right to otherwise distribute or use Your Content outside of our provision of the Service, except that as part of the right to archive Your Content.

License Grant to Other Users

Any User-Generated Content you post publicly, including issues, comments, and contributions to other Users' repositories, may be viewed by others. By setting your repositories to be viewed publicly, you agree to allow others to view and "fork" your repositories (this means that others may make their own copies of Content from your repositories in repositories they control).

If you set your pages and repositories to be viewed publicly, you grant each User of Assistiv.AI a nonexclusive, worldwide license to use, display, and perform Your

Content through Assistiv.AI's Service and to reproduce Your Content solely on the Company as permitted through its functionality (for example, through forking). If you are uploading Content you did not create or own, you are responsible for ensuring that the Content you upload is licensed under terms that grant these permissions to other Assistiv.AI's Users.

Contributions Under Repository License

Whenever you add Content to a repository containing notice of a license, you license that Content under the same terms, and you agree that you have the right to license that Content under those terms. If you have a separate agreement to license that Content under different terms, such as a contributor license agreement, that agreement will supersede.

Isn't this just how it works already? Yep. This is widely accepted as the norm in the open-source community; it's commonly referred to by the shorthand "inbound=outbound". We're just making it explicit.

Moral Rights

You retain all moral rights to Your Content that you upload, publish, or submit to any part of the Service, including the rights of integrity and attribution. However, you waive these rights and agree not to assert them against us, to enable us to reasonably exercise the rights granted in Section "License Grant to Us", but not otherwise.

To the extent this agreement is not enforceable by applicable law, you grant Assistiv.AI the rights we need to use Your Content without attribution and to make reasonable adaptations of Your Content as necessary to render the software and provide the Service.

Privacy and Data Protection

Assistiv.AI respects your privacy and the protection of your personal data. We will only use your personal data within the legal and ethical limits, to meet the purposes for which they were collected.

For more information on how we collect and use your personal data, as well as the measures we have taken to protect it, please access our Privacy Policy.

Intellectual Property Rights

Assistiv.AI and our licensors, vendors, agents, and/or our content providers retain ownership of all intellectual property rights of any kind related to the software and Service. We reserve all rights that are not expressly granted to you under this Agreement or by law. The look and feel of the Website and Service is copyright Assistiv.AI. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Assistiv.AI.

In addition, the software may also disclose content whose intellectual property rights belong to third parties. In this sense, unless you have the express permission of Assistiv.AI or the respective third-party owner of the intellectual property rights, you shall not use any information, articles, works or contents disclosed on the website for any purpose, including commercial.

API Terms

Abuse or excessively frequent requests to Assistiv.AI via the API may result in the temporary or permanent suspension of your Account's access to the API. Assistiv.AI, in our sole discretion, will determine abuse or excessive usage of the API. We will make a reasonable attempt to warn you via email prior to suspension.

You may not share API tokens to exceed Assistiv.AI's rate limitations.

You may not use the API to download data or Content from Assistiv.AI for spamming purposes, including for the purposes of selling Assistiv.AI's Users' personal information, such as to recruiters, headhunters, and job boards.

All use of Assistiv.AI API is subject to these Terms and Conditions and the Assistiv.AI's Data Privacy Statement {www.assistiv.ai/util/PRIVACY_EN}.

Assistiv.AI may offer subscription-based access to our API for those Users who require high-throughput access or access that would result in resale of Assistiv.AI's Service.

Payment

You are responsible for any fees associated with your use of Assistiv.AI. We are responsible for communicating those fees to you clearly and accurately, and letting you know well in advance if those prices change.

Pricing

Our pricing and payment terms are available at {www.assistiv.ai/pricing}. If you agree to a subscription price, that will remain your price for the duration of the payment term; however, prices are subject to change at the end of a payment term.

Upgrades, Downgrades, and Changes

We will immediately bill you when you upgrade from the free plan to any paying plan.

If you upgrade to a higher level of service, we will bill you for the upgraded plan immediately.

You may change your level of service at any time by choosing a plan option or going into your Billing settings. If you choose to downgrade your Account, you may lose access to Content, features, or capacity of your Account. Please see our section on Cancellation for information on getting a copy of that Content.

Billing Schedule

For monthly or yearly payment plans, the Service is billed in advance on a monthly or yearly basis respectively and will be refundable as terms below.

Refund Policy

In order to give even more security to our customers, so you know what you are buying is guaranteed to be what it is represented to be, we have a refund policy.

Authorization

By agreeing to these Terms and Conditions, you are giving us permission to charge your on-file credit card, PayPal account, or other approved methods of payment for fees that you authorize for Assistiv.AI.

Responsibility for Payment

You are responsible for all fees, including taxes, associated with your use of the Service. By using the Service, you agree to pay Assistiv.AI any charge incurred in connection with your use of the Service. If you dispute the matter, contact Assistiv.AI Support {support@assistiv.info}. You are responsible for providing us

with a valid means of payment for paid Accounts.

Cancellation

It is your responsibility to properly cancel your Account with Assistiv.AI. You can cancel your Account at any time by {going into your Settings in the global navigation bar at the top of the screen}. The Account screen provides a simple, no questions asked cancellation link. We are not able to cancel Accounts in response to an email or phone request.

Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile and the Content of your repositories within 90 days of cancellation or termination (though some information may remain in encrypted backups). This information cannot be recovered once your Account is cancelled.

We will not delete Content that you have contributed to other Users' repositories or that other Users have forked.

Upon request, we will make a reasonable effort to provide an Account owner with a copy of your lawful, non-infringing Account contents after Account cancellation, termination, or downgrade. {You must make this request within 90 days of cancellation, termination, or downgrade}.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms and Conditions.

Upon termination, your right to use the software will cease immediately.

Survival

All provisions of this Agreement which, by their nature, should survive termination — including, without limitation: ownership provisions, warranty disclaimers, indemnity, and limitations of liability – will survive.

Reporting and Abuse of Violations

You agree to report any abuses and violations of these Terms and Conditions against third parties or against you. To report violations, please contact {support@assistiv.info}.

Disclaimer of Warranties

We provide our service as it is, and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.

Assistiv.AI does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content, or other material obtained from the Service.

Limitation of Liability

Assistiv.AI will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential, or exemplary damages, however arising, that result from:

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Service;

- any other user interactions that you input or receive through your use of the Service; or
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

Release and Indemnification

If you have a dispute with one or more Users, you agree to release Assistiv.AI from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

General Provisions

If any provision of these Terms and Conditions is held invalid or unenforceable, all other provisions remain in full force and effect. In such case, the invalid or unenforceable provision shall be replaced by a similar provision based on the context and other conditions of these Terms and Conditions.

These Terms and Conditions may have been translated. You agree that the original English text shall prevail in the case of a dispute.

Assistiv.AI reserves the right to make changes to this Terms and Conditions at any time by notifying you on this website and/or – as far as technically and legally feasible – sending a notice to you via any contact information available to the Company. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom.

Governing Law

These Terms and Conditions are governed in accordance with Brazilian law. Any disputes or controversies arising from any acts performed within the scope of the use of the website, including in case of noncompliance or violation of other rights, will be processed in accordance with this legislation.

If you have any concern or dispute about the website, you agree to first try to

resolve the dispute informally by contacting Assistiv.AI.

Contact Us

If you have any questions about these Terms and Conditions, you can contact us by sending an e-mail to {support@assistiv.info}.