

TERMS OF SERVICE

Last updated: 2024-08-30

AGREEMENT TO OUR LEGAL TERMS

We are **VIBE AI LLC** ("Company," "we," "us," "our"), a company registered in Uzbekistan, located at 186/188 Meros MFY, Bogiboston Str., Tashkent, 100100 Uzbekistan.

We operate the mobile application **VIBE** (the "App"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by email at **bogdan@vibe.meme** or by mail to **186/188 Meros MFY, Bogiboston Str., Tashkent, 100100 Uzbekistan**.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and **VIBE AI LLC**, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The VIBE app serves as an AI Conversation Copilot, assisting users by processing images and advising what messages to write. The Services are available via the App Store and Google Play. The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (e.g., Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA)). If your interactions are subject to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in Uzbekistan and worldwide.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use only.

Your use of our Services is subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below. We grant you a non-exclusive, non-transferable, revocable license to access the Services and download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Legal Terms; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Services for any illegal or unauthorized purpose; and (5) your use of the Services will not violate any applicable law or regulation.

4. PURCHASES AND PAYMENT

Our Services are offered on a subscription model. Payments for subscriptions are managed through Apple Pay or Google Play. All purchases are non-refundable. Users can manage and cancel subscriptions via their Apple or Google Play account settings.

5. CANCELLATION

All purchases are non-refundable. Subscriptions can be canceled via Apple or Google Play account settings. If you are unsatisfied with our Services, please email us at bogdan@vibe.meme.

6. SOFTWARE

We may include software for use in connection with our Services. If such software is accompanied by an end-user license agreement ("EULA"), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our Services and in accordance with these Legal Terms.

7. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. As a user of the Services, you agree not to:

- Engage in any automated use of the system.
- Trick, defraud, or mislead us and other users.
- Circumvent, disable, or otherwise interfere with security-related features of the Services.
- Use the Services to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.

- Engage in unauthorized framing of or linking to the Services.
 - Upload or transmit any content that interferes with any party's uninterrupted use of the Services.
 - Attempt to bypass any measures designed to prevent or restrict access to the Services.
 - Reverse engineer, decipher, decompile, disassemble, or otherwise attempt to derive the source code of the App.
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8. USER-GENERATED CONTENT

All content uploaded by users belongs to the users and is not available to other users. We reserve the right to use uploaded content to improve our services, while respecting user privacy and adhering to relevant privacy laws.

9. DATA COLLECTION AND USAGE

We collect and store data uploaded by users, unlinked from their identity, to manually or automatically improve our algorithms. We also collect demographic data such as gender, age, and language. All data stored on the user's device will be deleted upon app uninstallation. We use third-party AI vendors (e.g., OpenAI) to generate responses.

We comply with GDPR, CCPA, and other applicable privacy laws. Please refer to our Privacy Policy for more details.

10. MOBILE APPLICATION LICENSE

If you access the Services via the App, we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you.

11. THIRD-PARTY WEBSITES AND CONTENT

Our Services may contain links to third-party websites and content. We are not responsible for any third-party content accessed through the Services.

12. SERVICES MANAGEMENT

We reserve the right to monitor the Services for violations of these Legal Terms and to take appropriate legal action against anyone who violates these terms.

13. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy. By using the Services, you agree to be bound by our Privacy Policy.

14. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. We reserve the right to deny access to the Services to any person for any reason

or for no reason.

15. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason.

16. GOVERNING LAW

These Legal Terms are governed by and construed in accordance with the laws of Uzbekistan.

17. DISPUTE RESOLUTION

Disputes will be resolved through informal negotiations. If unresolved, disputes will be subject to the laws of Uzbekistan.

18. CORRECTIONS

We reserve the right to correct any errors, inaccuracies, or omissions in the Services.

19. DISCLAIMER

The Services are provided "AS IS" and "AS AVAILABLE." Your use of the Services is at your sole risk.

20. LIMITATIONS OF LIABILITY

In no event will we be liable for any damages arising from your use of the Services.

21. INDEMNIFICATION

You agree to indemnify and hold us harmless from any losses arising from your use of the Services.

22. USER DATA

We will maintain certain data you transmit to the Services but shall have no liability for any loss or corruption of such data.

23. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

You consent to receive electronic communications and agree that all agreements, notices, and communications we provide to you electronically satisfy any legal requirements.

24. MISCELLANEOUS

These Legal Terms constitute the entire agreement between you and us. Any failure to exercise any right shall not operate as a waiver of such right.

25. CONTACT US

For any questions or complaints, please contact us at:

VIBE AI LLC

186/188 Meros MFY, Bogiboston Str.,

Tashkent, 100100 Uzbekistan

Email: **bogdan@vibe.meme**