

TERMS OF USE

Version as of: 22.10.2023

1. INTRODUCTION AND GENERAL TERMS

1. The website <https://aicrunch.io/> is operated by AICrunch. Throughout these Terms, "we," "us," or "our" refer to AICrunch, and "you" or "User" refers to you, the individual accessing and using our services. These Terms govern your interaction with our website, products, or services we make available to you (hereinafter referred to as the "Service").
2. If you use our Service, you agree to be legally bound by these Terms, which constitute a contract between you and us. You also represent and warrant that you have the will, right, authority and capacity to enter into, and to be bound by, these terms and to abide by the provisions hereof. These Terms supersede any and all other agreements, whether oral or in writing, regarding the Service provision and no supplement, modification or amendment of these Terms shall be binding unless it is stipulated herein.
3. To improve the quality of Service, to comply with legal requirements and to respond to changes in market conditions we may update and change these Terms from time to time. The new version of the Terms comes into force from the moment of its placement on the Platform. In this case, we undertake to make reasonable efforts to notify you of the changes altering the content of these Terms by posting a notice on the website or by sending it to your e-mail address at least fifteen (15) calendar days prior to such changes. During that period, you have a right to agree or disagree with them. The period of such notice may be extended at our discretion in case of significant changes or may be reduced if such changes are required by national law. By continuing to use the Service, you accept these Terms as amended. Ensure that you read these Terms each time you wish to use our Service. If you refuse to accept updates to these Terms, you should not use the Service. You undertake to delete your account and terminate use of the Service in such a case.
4. For some changes or updates of these Terms that we need to make in connection with security, legal or regulatory requirements, we may not be able to notify you in advance, but we will notify you afterwards as soon as possible.
5. THESE TERMS CONTAIN AN ARBITRATION CLAUSE, LIMITATION OF LIABILITY CLAUSE AND A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US.

2. PURPOSE AND USE OF THE SERVICE

1. The Service is intended to display certain information and news about artificial intelligence tools and software. We are not liable for your decisions based on such information and news. ALL THE INFORMATION PROVIDED THROUGH THE SERVICE IS FOR INFORMATION PURPOSES ONLY.
2. We will use all reasonable efforts to ensure that the Service is free from defects, viruses and other malicious content.
3. We do not promise that the Service is compatible with any third-party software or equipment except where we have otherwise said that it is.
4. You acknowledge that there may be errors or bugs in the Service. We will use reasonable efforts to ensure the availability of the Service without significant interruptions, however, you acknowledge and agree that the Service may from time to time be completely or partially unavailable for reasons of planned or unplanned downtime, for maintenance or in case of technical issues.
5. We reserve the right to suspend or terminate your access to our Service if we suspect illicit activities, fraud, or violations of these Terms.

3. SERVICE FEES

- 3.1. For certain Services we may charge you with a fee, which is at all times non-refundable and cannot be credited against any other Service or liability.

4. LICENSE TO USE

- 4.1. AICrunch grants you a limited, non-transferable, revocable license to access and utilize the Service for personal use, in line with these Terms and applicable laws. You commit to using our Service lawfully, adhering to all rules and applicable laws. This license is subject to revocation at our discretion.

5. PROHIBITED ACTIVITIES

- 5.1. While using our Service, do not:

- Overburden or impair the Service.
- Access our systems without authorization.
- Retrieve undisclosed information.
- Use automated tools for unauthorized content extraction.
- Introduce malicious software.
- Misrepresent affiliation with us.
- Commercially exploit our Service or content.
- Modify, reverse-engineer, or replicate our Service.
- Develop competing products or services.
- Infringe on our content rights.
- Fail to maintain copyright notices on content.
- Engage in illegal activities using our Service.

- 5.2. As a condition of your use of the Service, you agree not to use the Service:

- if you do not agree to comply with these Terms or any part thereof;
- for any purpose that is unlawful under any applicable law or prohibited by these Terms;
- to commit any act of fraud;
- to distribute viruses or malware or other similar harmful software code;
- for purposes of promoting unsolicited advertising or sending spam;
- to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- in any manner that disrupts the operation of our Service or business or the website or business of any other entity;
- in any manner that harms children;
- to promote any unlawful activity;
- to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- to gain unauthorized access to or use of computers, data, systems, accounts or networks; or

- to attempt to circumvent password or user authentication methods.

5.3. Using our Service, you also agree and undertake not to:

- make copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works based on the Service;
- distribute, license, transfer, or sell, in whole or in part, any of the Service or any derivative works thereof;
- market, rent or lease the Service for a fee or charge, or use the Service to advertise or perform any commercial solicitation unless such activities are expressly authorized by us in advance;
- incorporate the Service or any portion thereof into any other program or product;
- extract any data from the Service for commercial purposes including by using a specialized software;
- impersonate any person or entity, falsely state or otherwise misrepresent you or your affiliation with any person or entity;
- defame, abuse, harass, stalk, threaten, bully, or otherwise violate legal rights (such as, but not limited to, rights of privacy and publicity) of any other user or person, or use information learned from the Service to perform the aforementioned;
- infringe intellectual property rights of any person in any manner while using the Service.

6. MODIFICATIONS TO THE SERVICE

6.1. We may modify, halt, or discontinue our Service without prior notice. We hold no liability towards users for any of these changes.

7. SUPPORT AND MAINTENANCE

7.1. AI Crunch is not obligated to provide support or maintenance for the Service.

8. YOUR PRIVACY AND PERSONAL INFORMATION

8.1. Our Privacy Notice is available at the website.

8.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Notice, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information.

9. EXTERNAL LINKS AND THIRD-PARTY INTERACTIONS

9.1. The Service may contain links to third-party websites and applications not controlled by us. We're not responsible for their content, including any subsequent links, updates, or potential security risks from these sites. The inclusion of these links is solely for your convenience and doesn't imply endorsement. Always review third-party terms and privacy policies. Engagements with any third parties, even those associated with the us, are your responsibility. We do not store data shared with these sites or accept liability for personal information shared therein.

9.2. You understand that third-party websites might change their content or face security issues. Interacting with third-party websites is at your own financial risk.

10. INTELLECTUAL PROPERTY

- 10.1. All intellectual property, including texts, video, logos, graphics, systems, and methods, related to the Service, belongs to us or our licensors. Unauthorized use, modification, or reproduction of any Service content is prohibited unless expressly permitted by us.
- 10.2. Your use of the Service grants you no ownership rights. All rights remain with us or our licensors.

11. INDEMNITY AND EXCLUSION OF WARRANTIES

- 11.1. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS US, OUR SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ADVISORS FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, DAMAGES, LOSSES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE AND ANY BREACH BY YOU (OR ANY USER OF YOUR ACCOUNT) OF THESE TERMS.
- 11.2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL DISPUTES THAT YOU MAY HAVE WITH ANY THIRD PARTY IN CONNECTION WITH YOUR USE OF THE SERVICE IS ONLY BETWEEN YOU AND SUCH THIRD PARTY. YOU IRREVOCABLY RELEASE US AND OUR AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, ARISING OUT OF OR IN CONNECTION WITH SUCH DISPUTES.
- 11.3. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED TO YOU WITH RESPECT TO THEM. IN PARTICULAR, WE MAKE NO COMMITMENTS OR WARRANTIES TO YOU THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (II) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE OF ERROR; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE RELIABLE.

12. RISKS AND TECHNICAL ISSUES

- 12.1. You recognize the inherent risks of AI tools, cryptographic systems, blockchains, NFTs, and associated technologies. We are not responsible for technical errors or losses related to any AI tools, blockchain, including those resulting from blockchain upgrades or changes.
- 12.2. The Service may face vulnerabilities, technical issues, or cyber-attacks. You accept the risk of these challenges and will not hold us liable for any losses. We are also not responsible for damages or interruptions due to viruses or phishing attacks.

13. LIMITATION ON OUR LIABILITY

- 13.1. YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE YOU THE SERVICE IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES. EXCEPT FOR ANY LEGAL RESPONSIBILITY THAT WE CANNOT EXCLUDE IN LAW, WE ARE NOT LEGALLY RESPONSIBLE FOR ANY:
 - LOSS OR DAMAGE CAUSED BY CIVIL WRONGS (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE;
 - LOSS OF PROFIT;
 - LOSS OF SALARY, BENEFITS OR OTHER PAYMENTS;
 - LOSS OF GOODWILL;
 - LOSS OF OPPORTUNITY;
 - LOSS OF DATA OR SUBMISSION;
 - BUSINESS INTERRUPTION;

- LOSS OF BUSINESS REPUTATION;
 - DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OF WHATEVER NATURE;
 - LOSS OF TANGIBLE PROPERTY;
 - LOSS OF INTANGIBLE PROPERTY, INCLUDING LOSS, CORRUPTION OR DAMAGE TO DATA OR ANY COMPUTER SYSTEM;
 - LOSSES THAT WERE NOT FORESEEABLE TO YOU AND US WHEN THE CONTRACT WAS FORMED;
 - BUSINESS LOSSES.
- 13.2. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT WE ARE LIABLE FOR DAMAGES, IN NO EVENT WILL OUR AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE BE GREATER THAN USD 100.
- 13.3. WE EXCLUDE ALL IMPLIED CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS THAT MAY APPLY TO OUR SERVICE, WEBSITE OR ANY CONTENT THEREON.

14. GOVERNING LAW, DISPUTES RESOLUTION AND ARBITRATION

- 14.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the digital content you purchased, our service to you or any other matter, please contact us as soon as possible.
- 14.2. If a dispute cannot be resolved as stated above, or you are unhappy with its outcome, any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the ICC Panama in accordance with its arbitration rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- The seat of the arbitration shall be Panama.
 - The Tribunal shall consist of three arbitrators.
 - The language of the arbitration shall be English.
- 14.3. This contract is governed by the laws of Panama.
- 14.4. You agree that regardless of any applicable statute or law to the contrary, any claim or cause of action arising out of or in connection with your use of the Service or these Terms must be filed within 1 (one) year after such claim or cause of action arose or be forever and fully barred.
- 14.5. YOU AGREE THAT ANY CLAIM SHALL BE LIMITED TO THE DISPUTE BETWEEN US AND YOU INDIVIDUALLY. TO THE FULLEST EXTENT PERMITTED BY LAW, (I) NO LITIGATION SHALL BE JOINED WITH ANY OTHER; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE RESOLVED ON A CLASS-ACTION OR COLLECTIVE-ACTION BASIS OR TO UTILIZE CLASS OR COLLECTIVE ACTION PROCEDURES; (III) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS; AND IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO COMBINE OR AGGREGATE SIMILAR CLAIMS OR CONDUCT ANY CLASS OR COLLECTIVE ACTION.

15. TERM AND TERMINATION

- 15.1. This Agreement will be active as long as you use the Service. However, we can suspend or terminate your access and usage rights at any point, especially if you breach any part of the Terms.
- 15.2. Ending the Agreement. You can end this Agreement whenever you wish by simply stopping your use of the Service. Regardless of who initiates the termination, no refunds will be provided.

15.3. Persisting Provisions. Some parts of this Agreement are designed to continue even after it ends, including ownership rights, warranty disclaimers, liability limitations, indemnity clauses and clauses related to dispute resolutions.