

USER AGREEMENT

This User Agreement (hereinafter "Agreement") is concluded between Aleksei Chepuriaev, acting as an individual entrepreneur (Organizational form: Individual Entrepreneur Expert Boosting; Identification number: 304632538; Registration number and Date: 27.10.2022; Registering authority: LEPL National Agency of Public Registry, Legal address: Georgia, Tbilisi, Gldani district, Gldani massif, micro-district III, building N80, apartment N4), hereinafter referred to as the "Contractor," and the User of the VibeGenerator.AI website, hereinafter referred to as the "User," regarding the provision of AI-powered video creation services (hereinafter referred to as the "Site").

The Site, accessible at <https://vibegenerator.ai>, provides Users with AI-powered video creation tools and functionalities. By accessing, registering, or using the Site, the User unconditionally agrees to the terms outlined in this Agreement.

DEFINITIONS

"Contractor" – Aleksei Chepuriaev, individual entrepreneur providing services as outlined in this Agreement.

"User" – Any individual accepting this Agreement and using the Site.

"Software" – AI-driven software enabling the creation, processing, and management of video requests.

"Service" – AI-powered video generation services according to User specifications and selected options.

"Site" – An informational resource with interconnected web pages hosted at <https://vibegenerator.ai>.

"Personal Account (PA)" – User-specific portal facilitating order management, financial settlements, notifications, reports, and interaction with the Contractor.

"Reporting Period" – Monthly timeframe used for transaction reporting and service records in the PA.

"Depositing Funds" – User payments through accepted payment methods, including bank transfer, card payments, PayPal, or other approved electronic payment systems.

STATUS OF THE AGREEMENT

1.1. This Agreement defines the terms of use of the Site, establishing rights and obligations for both User and Contractor. Services are provided "as is," without guarantees of

uninterrupted functionality.

1.2. User acceptance of this Agreement is confirmed upon registration and payment for the service.

1.3. Acceptance implies full understanding and unconditional agreement to all provisions. Users disagreeing must cease using the Site immediately.

1.4. Users confirm they are legally adults and fully capable of entering this Agreement. The Contractor bears no responsibility for unauthorized use by minors.

1.5. The Contractor may unilaterally change the Agreement without special notification. Continued Site usage indicates User agreement to any changes.

1.6. The Contractor may alter Site features without prior notification to Users.

1.7. User personal data is handled per the Privacy Policy at <https://vibegenerator.ai/privacy-policy.pdf>.

SUBJECT OF THE AGREEMENT

2.1.1. Personal video creation based on User requests.

2.1.2. Promotional posts on Contractor's social media accounts.

2.1.3. Business advertisement video production.

RIGHTS AND OBLIGATIONS

3.1. The Contractor undertakes to:

3.1.1. Enable User registration on the Site.

3.1.2. Provide technical support for Site use.

3.2. The Contractor may involve third parties, remaining accountable for their performance.

3.3. The Contractor facilitates interaction through the Site to fulfill User requests.

3.4. Users acknowledge services provided are chargeable. Service options such as urgency, privacy, and additional features are automatically managed via Software.

3.5. The Software is provided without guarantees of uninterrupted, error-free functionality or suitability for specific User expectations.

3.6. Contractor liability for direct damages is limited to instances of intentional wrongdoing

or gross negligence, capped at the amount paid by the User.

3.7. Trademarks and copyrighted materials on the Site clearly indicate service purposes.

REGISTRATION AND USE OF SITE

4.1. Site registration is free but activated only upon ordering a paid service.

4.2. Users must provide valid data, including email, phone number, and a secure password (6-32 characters).

4.3. Users receive access to their Personal Account upon registration.

4.4. Authorization requires the email and password provided during registration.

4.5. Password recovery is possible via support at https://vibegenerator.ai/users/password_resets/new.

4.6. Users may request account deletion through the Site's feedback form.

FINANCIAL RELATIONS

5.1. Paid services are regulated by this Agreement.

5.2. Users are prohibited from uploading harmful or illegal content. Violations lead to account removal.

5.3. Users bear transactional costs associated with payments, as set by payment systems.

PAYMENT PROCEDURE

6.1. Payments grant Users full Site access.

6.2. Users pay according to the Site's current pricing.

6.3. Payment must precede service provision.

6.4. Refund requests are considered if we have not started working on the service within 24 hours of the request.

6.5. Payments occur via third-party banking services.

6.6. Refund requests are individually reviewed, granted for confirmed poor-quality services or errors.

6.7. Refund requests apply only to payments made within 14 days prior to the refund request.

6.8. Funds may be temporarily held for compliance or security purposes.

USE OF ELECTRONIC SIGNATURE

7.1. User email credentials constitute a simple electronic signature.

7.2. Electronically signed documents hold equal legal validity as handwritten signatures.

7.3. Users must securely manage electronic signatures and report breaches promptly.

INTELLECTUAL PROPERTY

8.1. Trademarks and copyrights on the Site clearly indicate service purposes.

8.2. Users receive a non-exclusive, personal right to use Site software solely for creating personal videos. Unauthorized copying or distribution is prohibited.

8.3. Users must have appropriate rights for any content they publish on the Site.

8.4. The Contractor may remove content violating Site policies or Georgian law without notice.

8.5. Users grant the Contractor permission to duplicate their content for Site functionality.

LIMITATION OF LIABILITY

9.1. Users use the Site at their own risk, accepting services "as is."

9.2. The Contractor guarantees 99% uptime, excluding maintenance or third-party interruptions.

FINAL PROVISIONS

10.1. Parties resolve disputes through negotiation and written claims initially.

10.2. Unresolved disputes are subject to Georgian jurisdiction.

10.3. Foreign Users confirm they understand the English Agreement and arrange translations independently if required.

10.4. The Privacy Policy forms an integral part of this Agreement.

FORCE MAJEURE

11.1. Parties are exempt from obligations due to unforeseeable force majeure circumstances.

11.2. Force majeure includes natural disasters, warfare, governmental actions, and similar events.

11.3. Official documentation is required for force majeure claims.

11.4. Parties must notify each other within 3 working days upon force majeure occurrences.

11.5. Prolonged force majeure (over one month) allows either party to terminate the Agreement.

OTHER CONDITIONS

12.1. Parties communicate via email.

12.2. Agreement amendments may be communicated via email.

12.3. This Agreement is effective indefinitely upon User acceptance.

12.4. Georgian law governs issues not explicitly addressed in this Agreement.

CONTRACTOR DETAILS

Aleksei Chepuriaev, Individual Entrepreneur Expert Boosting

Identification number: 304632538

Registered: 27.10.2022

Authority: LEPL National Agency of Public Registry

Legal address: Georgia, Tbilisi, Gldani district, Gldani massif, micro-district III, building N80, apartment N4.