

Public Offer Agreement

for the provision of access to the «aiTurbo» web application

1. General Provisions

1.1. This Public Offer (hereinafter the «Offer») is an official proposal of Individual Entrepreneur Shabaev Marat Anvarovich (OGRNIP 314701727900010, INN 701743518442) (hereinafter the «Provider») to enter into an agreement for the provision of services granting access to the functionality of the «aiTurbo» web application - a neural network aggregator that provides, through a single interface, access to various generative artificial intelligence services of third-party suppliers intended for the creation and editing of images and videos using artificial intelligence (hereinafter the «Service» or the «Application») on the terms set out in this Offer.

1.2. The Service is a web application accessed via the Internet using a browser or another compatible client. To use the Service, the User must have a device with Internet access and, where required, complete the registration procedure (create an account) in the Application.

1.3. A natural or legal person who uses the Service (hereinafter the «User») is deemed to have accepted this Offer. Acceptance of the Offer means the User's full and unconditional agreement to all of its terms.

1.4. The Service operates on the basis of integration with the application programming interfaces (APIs) of third-party suppliers of generative artificial intelligence models. The Provider is not the developer of these neural networks and is not responsible for the operability, availability or policies of the respective third-party suppliers.

1.5. The Service is not intended for use by persons who are located (permanently or temporarily) in, or who are residents or citizens of, the member states of the European Union (EU/EEA), the United Kingdom of Great Britain and Northern Ireland (the United Kingdom), or the United States of America (the United States). Registration and use of the Service by such persons is not permitted. By registering for and using the Service, the User confirms that they do not fall into any of the categories listed above and are not located in the territory of the aforementioned states. The Provider has the right to refuse registration and to restrict or block access to the Service where there are grounds to believe that the User falls into the categories listed above, without refunding unused tokens and without compensation for any expenses incurred by the User.

2. Subject of the Agreement

2.1. The Provider undertakes to grant the User access to the functionality of the Service, allowing the User to submit requests to the connected neural networks and receive their generated results in the form of images and videos (the creation and editing of images and videos depending on the models available in the Service), and the User undertakes to pay for the services in accordance with the terms of this Offer.

2.2. The list of available neural networks (models) for the generation and editing of images and videos may be changed by the Provider unilaterally, depending on the terms of third-party suppliers and the technical feasibility of their connection. The current list of available models is displayed in the Application interface.

2.3. Each new User may be granted, upon registration, a welcome (trial) amount of internal units («tokens» / «credits») to familiarize themselves with the functionality of the Service. The

size and conditions of the welcome amount are determined by the Provider and displayed in the Application interface.

2.4. For extended use of the Service, the User may purchase packages of paid internal units («tokens» / «credits»). Purchased tokens have no expiration date and may be used at any time while the Service is operational.

3. Cost and Payment Procedure

3.1. The cost of the services is determined by the number of internal units («tokens» / «credits») purchased. The current cost and the number of tokens in service packages can be found in the relevant section of the Application interface.

3.2. The cost in tokens of a single request to a neural network (a single content generation or editing operation) depends on the selected model and the type of operation and is indicated in the Application interface. Different models and types of requests may deduct a different number of tokens.

3.3. The Provider has the right to change the cost of token packages, as well as the rules for deducting tokens for requests to models, unilaterally, notifying Users by publishing the new information in the Application interface. A change in cost does not apply to tokens already purchased by the User.

3.4. Payment is made through the payment systems and payment methods offered in the Application interface. Payment is deemed made at the moment confirmation of a successful payment is received from the payment system.

3.5. Internal units («tokens» / «credits») are credited to the User's internal balance in the Service automatically after confirmation of a successful payment.

4. Rights and Obligations of the Parties

4.1. The Provider undertakes to ensure the operability of the Service within the limits of technical feasibility and dependence on third-party suppliers of neural networks and payment systems.

4.2. The User undertakes to use the Service in accordance with its intended purpose and not to violate the legislation of the Russian Federation or the rights of third parties.

4.3. The User is prohibited from using the Service to create, process or distribute content of an erotic, pornographic, violent or extremist nature, as well as content that defames the honor, dignity or business reputation of third parties, promotes illegal activity, incites hatred, or infringes the intellectual property rights of third parties.

4.4. The User is prohibited from taking actions aimed at disrupting the normal operation of the Service, including using automated means to circumvent restrictions, creating excessive load, gaining unauthorized access to the Service or to other Users' accounts, as well as reselling access to the Service to third parties without the Provider's consent.

4.5. The functionality of the Service is based on the use of the APIs of third-party suppliers of neural networks, each of which is subject to its own rules and acceptable use policies (including the generative artificial intelligence usage rules of the respective suppliers). The User undertakes to comply with these rules. If the User violates the rules of a specific supplier,

a corresponding notice may be displayed in the Application interface, and the processing of the request may be rejected.

4.6. In the event of systematic (repeated) violations by the User of the terms of clauses 4.3–4.5 of this Offer or of the usage rules of third-party suppliers of neural networks, the Provider has the right to unilaterally restrict or block the User's access to the Service without refunding unused tokens and without compensation for any expenses incurred by the User.

4.7. The Provider has the right to change the functionality of the Service, the list of available models and the terms of this Offer unilaterally. Notice of changes is published at the Internet address where this Offer is posted and/or in the Application interface. Continued use of the Service after changes have been made signifies the User's agreement to the new terms. The User is obliged to monitor changes to the Offer independently.

4.8. The User retains the rights to the generation results obtained using the Service to the extent permitted by the rules of the respective third-party suppliers of neural networks and by applicable law. The Provider does not claim any rights to the content generated by the User, except for the right to its temporary technical processing necessary to provide the services.

5. Liability of the Parties

5.1. The Provider is not liable for the temporary unavailability of the Service, including unavailability caused by failures, maintenance work, or the unavailability of third-party suppliers of neural networks, payment systems or the Internet.

5.2. The Provider is not liable for the conformity of generation results with the User's expectations, nor for their accuracy, completeness, reliability or fitness for any particular purpose. Generation results are provided «as is».

5.3. The User bears full responsibility for the safekeeping of their account credentials (login, password and other means of access) and for all actions performed through their account in the Service.

5.4. The User bears full responsibility for the content of the requests they submit and the content created using the Service, as well as for its compliance with the requirements of the applicable legislation of the Russian Federation, this Offer, and the usage rules of the respective third-party suppliers of neural networks.

5.5. The Provider's aggregate liability under this agreement shall in any case be limited to the value of the unused tokens held in the User's balance at the moment the relevant grounds arise.

6. Personal Data

6.1. By accepting this Offer, the User consents to the processing by the Provider of their personal data provided during registration and use of the Service, for the purpose of performing this agreement, in the manner provided for by Federal Law No. 152-FZ of 27 July 2006 «On Personal Data».

6.2. Personal data is processed in accordance with the Provider's Privacy Policy posted in the Application interface. When third-party neural networks are used, the content of the User's requests may be transferred to the respective suppliers for the purpose of processing the request.

6.3. The User undertakes not to include in requests the personal data of third parties without lawful grounds and the corresponding consent of such persons.

7. Refunds

7.1. A refund for a purchased token package is possible within 7 (seven) calendar days from the date of payment, provided that no token from that package has been used.

7.2. Partially used token packages are non-refundable.

7.3. In the event of a restriction or blocking of the User's access to the Service in accordance with clauses 4.3-4.6 of this Offer, no refund is made for unused tokens.

7.4. To request a refund, the User must contact customer support via the contacts indicated in the Application interface.

8. Final Provisions

8.1. This agreement enters into force upon the User's acceptance of the Offer. Acceptance of the Offer consists of conclusive (implied) actions by the User evidencing their intention to use the Service, such as registration (creation of an account) in the Application, commencement of use of its functionality, or purchase of a token package. By accepting the Offer, the User also confirms compliance with the requirements of clause 1.5 of this Offer. The agreement remains in force until the parties have fully performed their obligations.

8.2. All disputes and disagreements shall be resolved through negotiations. If agreement is not reached, the dispute shall be subject to resolution in court in accordance with the applicable legislation of the Russian Federation at the location of the Provider.

8.3. The invalidity of any provision of this Offer shall not entail the invalidity of its remaining provisions.

8.4. This Offer is governed by and construed in accordance with the legislation of the Russian Federation. This English-language version is provided for convenience; in the event of any discrepancy between the English and Russian versions, the Russian version shall prevail.

Provider's Details

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