

TERMS OF SERVICE

Last Updated: January 25, 2026

1. AGREEMENT TO TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you and Yersultan Sabyrhanov ("Company", "we", "us", or "our"), operating as an individual entrepreneur in Kazakhstan, concerning your access to and use of the VibeCode mobile application ("App") and related services (collectively, the "Service").

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.

Contact Information:

- Name: Yersultan Sabyrhanov
- Address: Kenesary 54/19, Almaty, Kazakhstan
- Email: yersultansabyrkhanov@gmail.com

2. DESCRIPTION OF SERVICE

VibeCode is an AI-powered mobile application that enables users to create websites through conversational interactions. The Service includes:

- AI-powered website generation based on user descriptions
- Conversational refinement of generated websites through chat
- Website preview functionality
- Website hosting and publishing services
- Access to generated website content

3. USER ACCOUNTS

3.1 Account Creation

To access certain features of the Service, you must create an account. You may register using:

- Apple Sign-In
- Google Sign-In

3.2 Account Information

You agree to provide accurate and complete information when creating your account. You are responsible for maintaining the confidentiality of your account credentials.

3.3 Data We Collect

We collect the following information:

- Email address
- Name (first and last)
- Generated website content (HTML, CSS, JavaScript)
- Chat messages with the AI system
- Subscription and payment status (processed by Apple)

4. SUBSCRIPTION AND PAYMENT

4.1 Subscription Plans

VibeCode offers the following subscription options:

- **Pro Monthly:** \$14.99 USD per month
- **Pro Annual:** \$119.99 USD per year

All subscriptions are processed through Apple's In-App Purchase system.

4.2 Subscription Features

Pro subscription includes:

- Generation of up to 10 websites per month
- Unlimited AI chat refinements
- Ability to publish and host websites
- Access to share live website links

4.3 Free Tier

The free tier includes:

- Generation of 1 website (one-time)
- 10 AI chat messages
- Preview functionality only (no publishing)

5. ACCEPTABLE USE

5.1 Permitted Use

You may use the Service only for lawful purposes and in accordance with these Terms.

5.2 Prohibited Activities

You agree NOT to:

- Use the Service to create websites containing illegal content
- Infringe upon intellectual property rights of others
- Create websites for phishing, scams, or malware distribution
- Generate adult or explicit content
- Impersonate any person or entity
- Attempt unauthorized access to the Service
- Use the Service to distribute spam

- Abuse or excessively use the Service
- Resell or redistribute the Service
- Reverse engineer any part of the Service

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Service Ownership

The Service, including its original content, features, and functionality, is owned by Yersultan Sabyrhanov and is protected by international copyright, trademark, patent, trade secret, and other intellectual property laws.

6.2 User-Generated Content

Shared Ownership: Content generated through the Service is subject to shared ownership:

- **Your Rights:** You have a non-exclusive, perpetual license to use, modify, and display the generated content for your personal or commercial purposes
- **Our Rights:** We retain the right to use generated content (in anonymized form) for service and AI improvement model training

7. DISCLAIMERS AND WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. We do not guarantee that the Service will be uninterrupted, secure, or error-free.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, our total liability shall not exceed the amount you paid us in the twelve (12) months preceding the claim, or \$100 USD, whichever is greater.

9. TERMINATION

We may suspend or terminate your account immediately if you breach these Terms. You may terminate your account at any time by contacting us or cancelling your subscription through Apple.

10. DATA RETENTION

Upon account deletion, your personal information will be deleted within 30 days. Generated website content may be retained in anonymized form.

11. DISPUTE RESOLUTION

These Terms shall be governed by the laws of Kazakhstan. Any disputes shall be brought exclusively in the courts of Kazakhstan.

12. MODIFICATIONS TO TERMS

We may modify these Terms at any time. We will notify you of material changes via email or in-app notification. Changes become effective 30 days after notification.

13. CONTACT INFORMATION

If you have questions about these Terms, please contact us:

Yersultan Sabyrhanov

- Email: yersultansabyrkhanov@gmail.com
- Address: Kenesary 54/19, Almaty, Kazakhstan
- Response time: We aim to respond within 48 hours

END OF TERMS OF SERVICE

By using the Service, you acknowledge that you have read these Terms, understand them, and agree to be bound by them.