**Conversational AI Agent for Creatio - Terms & Conditions**

**Terms of Use**

Welcome to Alkemia LLC. (“Alkemia”) application (“The App”). By using the App, you agree to the following terms and conditions (the “Terms of Service”). These terms apply to you as the user of the Service. Alkemia may update the Terms of Service from time to time without notice, and you can review the most current version at any time at goalkemia.com If you violate any of the terms, your account may be terminated.

All rights not expressly granted in these Terms of Service are reserved by us and our licensors.

Acceptance of Terms: By using The App, you agree to be bound by these Terms of Use.

**General Conditions**

App License: The app is licensed, not sold, to you for use only under the terms of this license. The license is personal, non-transferable, and revocable.

You understand that Alkemia may use third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

Verbal, physical, written, or other abuse (including threats of abuse or retribution) of any Alkemia customer, employee, member, or officer will result in immediate account termination.

User Content: Any content you upload, submit, or share through the app is your responsibility. You grant the app the right to use, copy, modify, distribute, and display your content.

Prohibited Conduct: You agree not to use the app to engage in any illegal or prohibited activity, including but not limited to hacking, spamming, or distributing malware.

Intellectual Property: The app and all its content are protected by copyright, trademark, and other laws. You may not use any part of the app or its content without express written permission from the app’s owner.

Monitoring: We reserve the right, but not the obligation, to monitor your access and use of the Service without notification to you. In addition, we may, but have no obligation to, terminate accounts that violate any intellectual property or these Terms of Service.

The look and feel of the Service is the property of Alkemia. All rights reserved. You may not duplicate, copy, or reuse any portion of the code or visual design elements without express written permission from Alkemia.

The failure of Alkemia to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Alkemia and govern your use of the Service, superseding any prior agreements between you and Alkemia (including, but not limited to, any prior versions of the Terms of Service).

We will not be liable for any damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, internet disruptions, hacker attacks, or communications failures.

Any new features added to the Service, including the release of new pages, applications, and pricing shall be subject to the Terms of Service. YOUR CONTINUED USE OF THE SERVICE AFTER ANY SUCH CHANGES SHALL CONSTITUTE YOUR CONSENT TO SUCH CHANGES AND WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATIONS.

Changes to Terms of Use: The app's owner may modify these Terms of Use at any time. Your continued use of the app after any changes to the Terms of Use constitutes your acceptance of the modified terms.

**Warranty Disclaimers**

Unless a separate written agreement is signed by the parties, the Service and its content are provided "as-is" and we and our licensors make no representations or warranties, whether express, implied, or statutory, regarding the Service or its content, except as may be provided in any such separate written agreement. Alkemia and its licensors expressly disclaim all warranties, including, but not limited to, implied warranties of merchantability, completeness, timeliness, correctness, non-infringement, or fitness for a particular purpose, to the fullest extent permitted by law. Alkemia and its licensors do not guarantee that the Service or its content will be secure, timely, uninterrupted, or error-free, or that it will operate in combination with any other hardware, software, system, or data. They also do not guarantee that the Service or its content will meet your requirements or expectations, or that it will be free of viruses or other harmful components. Moreover, the results obtained from the Service may not be accurate or reliable, and any errors in the Service may not be corrected. These disclaimers are an essential part of these Terms of Service. If implied warranties cannot be disclaimed under applicable law, then any implied warranties are limited in duration to the period required by applicable law. Some states or jurisdictions may not allow limitations on how long an implied warranty may last, so the above limitations may not apply to you.

**Limitation of Liability**

Alkemia and its licensors shall not be liable to any user for any damages arising out of or related to the service, including but not limited to direct, indirect, punitive, special, incidental, consequential or other damages, even if Alkemia has been advised of the possibility of such damages. This includes damages resulting from: (a) the use or inability to use the service; (b) the cost of procuring substitute goods or services; (c) unauthorized access or alteration

of user data; (d) third-party conduct on the service; or (e) any other matter related to the service

**Dispute Resolution**

Any disputes, controversies, or claims arising from or relating to these Terms of Service or their breach shall be resolved by arbitration under the rules of the American Arbitration Association (“AAA”) then in effect, except for actions related to intellectual property rights or to enforce an arbitrator’s decision. The arbitration shall take place in Florida, USA, and may be conducted by telephone or online. The arbitration shall be conducted by a single arbitrator, chosen by mutual agreement of the parties in accordance with the rules of the AAA. The arbitrator shall apply the laws of the State of Florida to all issues in dispute. Each party shall bear its own costs of arbitration unless the arbitrator decides otherwise. The award of the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction for enforcement. The parties agree that any arbitration shall be conducted on an individual basis, and not as a class or collective action, or representative proceeding. If any provision of this arbitration clause is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

**Jurisdiction and Venue**

These Terms of Use will be governed by and construed in accordance with the laws of Florida, USA.

**Controlling Law**

These Terms of Service will be controlled under the laws of the State of Florida, USA, excluding rules regarding conflicts of law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded