

### **DINNA AI Terms and Conditions**

Last updated: [May 20<sup>th</sup> 2025]

These Terms and Conditions ("T&C") govern your access to and use of the DINNA AI platform ("DINNA," "we," "us," or "our"), including all services, features, and tools offered (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these T&C. If you do not agree, you may not use the Services.

#### 1. Provision of Services

DINNA provides an AI-powered digital marketing platform for small and medium-sized businesses (SMBs), allowing users to generate marketing strategies, content, and campaign materials.

Subject to your compliance with these T&C, DINNA grants you a non-exclusive, non-transferable license to access and use the Services for your internal business purposes during the subscription term.

We strive to provide continuous availability of our Services but do not guarantee uninterrupted or error-free operation. We may modify or discontinue features at our sole discretion, unless otherwise agreed in a specific subscription.

### 2. Use of Services

Services are sold as subscriptions for the term outlined in the Order Form or online plan selection. You may upgrade, increase user counts, or add services at any time for additional fees.

You shall not: (a) Resell or sublicense the Services; (b) Use the Services in violation of applicable laws; (c) Infringe third-party rights or interfere with the platform integrity.

DINNA reserves the right to suspend Services in cases of misuse or violations that threaten system security or user experience. We will notify you in advance when possible.

### 3. Third-Party Services

DINNA may integrate with third-party tools (e.g., social media platforms). We are not responsible for third-party services or data handling practices.

By enabling third-party integrations, you grant permission to share necessary data for interoperability. DINNA is not liable for any actions taken by third-party providers.

## 4. Fees and Payment



You agree to pay all fees as outlined in your subscription or Order Form. Fees are non-refundable unless otherwise stated. Payment terms are due before the subscription start date. Unpaid invoices may result in service suspension with prior notice.

DINNA reserves the right to charge interest on overdue payments (1.5% per month or legal max). Taxes are not included in listed fees.

# 5. Intellectual Property

All content, software, tools, and methodologies provided by DINNA remain our exclusive property. You may not reverse engineer, copy, or modify the Services.

Any suggestions, feedback, or improvements you provide may be used by DINNA without restriction.

# 6. Data Protection & Privacy

You agree that data collected during onboarding and usage (e.g., business profile, audience analysis, campaign preferences) will be processed as per our Privacy Policy.

DINNA employs industry-standard security to safeguard your data but is not responsible for third-party data breaches or loss of local data.

For details, please refer to our [Privacy Policy].

# 7. Confidentiality

Both parties agree to keep confidential all proprietary information disclosed during the term of the relationship. Confidential information does not include data already public or disclosed through no fault of the receiving party.

## 8. Disclaimers

DINNA provides Services "as is." We disclaim all warranties including fitness for purpose, availability, or outcomes. We do not guarantee business performance improvements.

#### 9. Indemnification

You agree to indemnify DINNA for claims arising from misuse of the Services, data you provide, or violations of third-party rights.

# 10. Limitation of Liability



Our aggregate liability is limited to the fees paid by you in the twelve (12) months preceding the incident. We are not liable for indirect, incidental, or consequential damages.

#### 11. Term and Termination

Subscriptions run for the period stated in your plan or Order Form. Early termination does not entitle you to refunds. Either party may terminate for material breach with 30 days' notice.

Upon termination, your access ends immediately. You should export all data prior to cancellation.

# 12. Marketing Consent

By using the Services, you consent to DINNA using your business name and logo in promotional materials. You may revoke this by written notice.

#### 13. General Terms

This agreement does not create any partnership or employment relationship. No waiver or delay affects legal rights.

You may not assign these T&C without our consent. Force majeure events excuse delay.

# 14. Governing Law and Jurisdiction

These T&C are governed by the laws of the Republic of North Macedonia. Any disputes will be resolved in the competent courts of Skopje, North Macedonia.

### 15. Amendments

We reserve the right to update these T&C. Material changes will be communicated 30 days in advance. Continued use of the Services signifies acceptance of the updated terms.