

TERMS OF SERVICE AGREEMENT

TidyFrame AI Data Processing Platform

Last Updated: October 3, 2025

Effective Date: August 2, 2025

This Terms of Service Agreement ("Agreement") is a legally binding contract between you ("Customer," "you," or "your") and TidyFrame AI, LLC ("Company," "we," "us," or "our"). Please read it carefully.

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

- **"Agreement" or "Terms"** means this Terms of Service Agreement, as it may be amended from time to time.
- **"Company," "we," "us," or "our"** means TidyFrame AI, LLC, a Delaware limited liability company, with its principal place of business at 8 The Green STE B, Dover, DE 19901.
- **"Customer," "you," or "your"** means the individual or entity accessing or using the Services.
- **"Platform"** means the TidyFrame AI data processing platform accessible at tidyframe.com and any related applications, software, or services.
- **"Services"** means the data processing, analysis, and related services provided through the Platform.
- **"User Content"** means any data, files, information, or other content uploaded, submitted, or transmitted by you through the Platform.

1.2 Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of Delaware. Headings are for convenience only and do not affect interpretation.

ARTICLE 2: ACCEPTANCE AND SCOPE

2.1 Binding Agreement. By accessing, browsing, or using the Platform, you acknowledge that you have read, understood, and agree to be bound by this Agreement and our Privacy Policy, which is incorporated herein by reference.

2.2 Capacity. You represent and warrant that: (a) you are at least 18 years of age; (b) you have the legal capacity to enter into this Agreement; and (c) if you are acting on behalf of an entity, you have the full authority to bind such entity to this Agreement.

2.3 Modifications. We reserve the right to modify this Agreement at any time by posting the revised terms on the Platform. We will notify you of material changes, which will become effective thirty (30) days after posting. Your continued use of the Services after the effective date constitutes your acceptance of the modifications.

ARTICLE 3: SERVICE DESCRIPTION AND AVAILABILITY

3.1 Services Overview. The Platform provides automated data processing, cleaning, analysis, and transformation services for structured and unstructured datasets uploaded by customers.

3.2 Service Limitations. Our Services are subject to limitations, including but not limited to:

- (a) Processing capacity and file size limits as specified in your service plan;
- (b) Supported file formats and data types as documented on the Platform;
- (c) Geographic restrictions and compliance requirements;
- (d) Technical limitations inherent in automated processing systems.

3.3 Service Availability. We will use commercially reasonable efforts to maintain high availability but do not guarantee uninterrupted service. We may suspend Services for maintenance, updates, or security measures. We will provide advance notice where practicable.

3.4 No Professional Advice. The Services provide data processing tools and outputs. They are not intended to be a substitute for professional, legal, financial, or medical advice. You are solely responsible for validating all outputs and seeking appropriate professional consultation.

ARTICLE 4: USER ACCOUNTS AND REGISTRATION

4.1 Account Creation. To access the Services, you must create an account by providing accurate, complete, and current information. You are responsible for maintaining the confidentiality of your account credentials.

4.2 Account Security. You agree to: (a) use a strong, unique password; (b) notify us immediately of any unauthorized access to your account; (c) not share your account credentials; and (d) accept full responsibility for all activities that occur under your account.

4.3 Account Suspension. We reserve the right to suspend or terminate your account if you violate this Agreement, engage in fraudulent activity, or pose a security risk to the Platform or other users, with or without prior notice.

ARTICLE 5: ACCEPTABLE USE POLICY

5.1 Permitted Use. You may use the Services solely for lawful business and personal purposes in accordance with this Agreement and all applicable laws.

5.2 Prohibited Activities. You shall not:

- (a) Upload, process, or transmit any unlawful, harmful, defamatory, obscene, or otherwise objectionable content;
- (b) Violate any applicable laws, regulations, or third-party rights, including privacy and intellectual property rights;
- (c) Upload malware, viruses, or any other malicious code;

- (d) Attempt to gain unauthorized access to our systems, networks, or other users' accounts;
- (e) Reverse engineer, decompile, or attempt to derive the source code of the Platform;
- (f) Use automated tools to scrape, harvest, or collect data from the Platform without our express written permission;
- (g) Interfere with or disrupt the Platform's functionality, security, or integrity;
- (h) Impersonate any person or entity or misrepresent your affiliation with any person or entity;
- (i) Use the Services for competitive analysis or to develop a competing product;
- (j) Process the personal data of others without a proper legal basis and authorization.

5.3 Content Monitoring. We reserve the right, but have no obligation, to monitor, review, or remove any User Content that, in our sole discretion, violates this Agreement.

ARTICLE 6: PAYMENT TERMS AND BILLING

6.1 Service Plans. Services are provided on a subscription or pay-per-use basis according to the pricing plans displayed on the Platform at the time of purchase.

6.2 Payment Processing. Payments are processed through third-party payment processors, such as Stripe, Inc. By providing your payment information, you authorize us and our payment processor to charge all applicable fees to your selected payment method.

6.3 Billing and Invoicing.

- (a) Subscription fees are billed in advance on a recurring basis (e.g., monthly or annually).
- (b) Usage-based fees are billed monthly in arrears.
- (c) All fees are non-refundable except as expressly provided in this Agreement.
- (d) Prices are subject to change with thirty (30) days' notice.

6.4 Late Payment. Overdue accounts may be suspended without notice. We may charge late fees of 1.5% per month on the outstanding balance or the maximum rate permitted by law, whichever is less.

6.5 Taxes. You are responsible for all applicable taxes, duties, and governmental assessments (excluding taxes based on our net income) related to your use of the Services.

ARTICLE 7: REFUND AND CANCELLATION POLICY

7.1 Refund Eligibility. Refunds may be issued at our sole discretion, and are generally limited to:

- (a) Technical failures originating from our Platform that prevent service delivery for more than 48 consecutive hours;
- (b) Confirmed billing errors on our part.

7.2 Refund Process. Refund requests must be submitted in writing within thirty (30) days of the billing date with documentation supporting the claim. Approved refunds will be processed within ten (10) business days.

7.3 Chargeback Policy. Initiating a chargeback without first contacting us to resolve the issue may result in immediate account suspension and collection of associated fees and costs.

ARTICLE 8: INTELLECTUAL PROPERTY RIGHTS

8.1 Platform Ownership. We own all rights, title, and interest in and to the Platform, including all software, algorithms, designs, trademarks, copyrights, trade secrets, and other proprietary technologies.

8.2 User Content Rights. You retain all ownership rights to your User Content. You grant us a limited, non-exclusive, worldwide, royalty-free license to access, use, process, store, and transmit your User Content solely as necessary to provide the Services to you.

8.3 Service Outputs. You own the specific outputs generated from your User Content through the Services. However, our underlying processing methods, algorithms, and any anonymized, aggregated data derived from the use of the Services remain our intellectual property.

8.4 Feedback License. If you provide any feedback, suggestions, or improvements regarding the Services, you grant us an unrestricted, perpetual, irrevocable, royalty-free license to use and incorporate such feedback into our Services without any obligation or compensation to you.

ARTICLE 9: PRIVACY AND DATA PROTECTION

9.1 Privacy Policy. Our collection, use, and protection of personal information is governed by our **Privacy Policy**, which is incorporated by reference and forms an integral part of this Agreement.

9.2 Data Security. We implement and maintain industry-standard administrative, physical, and technical security measures to protect User Content from unauthorized access, use, or disclosure.

9.3 Data Retention. User Content is retained only as long as necessary to provide the Services and comply with our legal obligations, as further described in our Privacy Policy.

9.4 Use of Third-Party Services

Our Services may incorporate third-party artificial intelligence and data processing tools, including but not limited to the Google Gemini API ("Third-Party AI Providers"). These providers may process the information you submit to deliver outputs and insights. By using our Services, you acknowledge and agree that:

- (a) Certain data you provide may be transmitted to and processed by Third-Party AI Providers in order to deliver the features and functionality of our Services.
- (b) We do not control the operation, accuracy, or availability of Third-Party AI Providers and are not responsible for any errors, omissions, or interruptions that may result from their services.
- (c) You agree not to submit content that violates applicable laws, regulations, or the acceptable use policies of our Third-Party AI Providers (including Google's policies).
- (d) We reserve the right to suspend or terminate your access to our Services if your use of the Services causes us to be in violation of Third-Party AI Provider terms.

9.5 Compliance. We comply with applicable U.S. data protection laws, including the California Consumer Privacy Act (CCPA) and other state privacy laws, as detailed in our Privacy Policy.

ARTICLE 10: GEOGRAPHIC RESTRICTIONS

10.1 U.S. Services Only. The Services are intended solely for individuals and entities located within the United States and are provided in compliance with applicable U.S. laws and regulations. We do not knowingly market, offer, or provide Services to users outside the United States. Any access to or use of the Services from outside the United States is unauthorized and at the user's own risk.

10.2 No Liability for International Use. TidyFrame AI expressly disclaims any liability for access to or use of the Services by individuals or entities located outside the United States. Users who choose to access the Services from other jurisdictions do so voluntarily and are solely responsible for compliance with local laws. We make no representations or warranties that the Services are appropriate or available for use in any location outside the United States.

10.3 Enforcement. We reserve the right to restrict or terminate access to the Services for any user we believe to be located outside the United States or in violation of this Article, without notice and at our sole discretion.

ARTICLE 11: WARRANTIES AND DISCLAIMERS

11.1 Limited Warranty. We warrant that the Services will perform substantially in accordance with our official documentation under normal use.

11.2 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11.3 No Guarantee of Results. We do not guarantee the accuracy, completeness, or reliability of any Service outputs. You are solely responsible for reviewing and validating all results before use or reliance.

ARTICLE 12: LIMITATION OF LIABILITY

12.1 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU TO US IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.2 Exclusion of Consequential Damages. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 Basis of the Bargain. The limitations of liability set forth in this Article are fundamental elements of the basis of the bargain between you and us.

ARTICLE 13: INDEMNIFICATION

13.1 User Indemnification. You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with: (a) your use of the Services; (b) your User Content; (c) your violation of this Agreement; or (d) your violation of any applicable law or any rights of a third party.

13.2 Defense Rights. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

ARTICLE 14: TERMINATION

14.1 Termination for Convenience. You may terminate this Agreement at any time by closing your account. We may terminate this Agreement at any time by providing you with thirty (30) days' written notice.

14.2 Termination for Cause. We may terminate this Agreement immediately upon notice if: (a) you materially breach this Agreement; (b) your account is subject to legal proceedings such as bankruptcy; or (c) your conduct is fraudulent, harmful, or violates applicable law.

14.3 Effect of Termination. Upon termination: (a) your right to access the Services will cease immediately; (b) all unpaid fees will become immediately due and payable; and (c) we will delete your User Content in accordance with our data retention policies. Provisions intended to survive termination (including Articles 8, 12, 13, and 15) shall remain in effect.

14.4 Data Export. You are responsible for exporting your User Content prior to termination. We are not obligated to maintain or provide access to your User Content after the termination date.

ARTICLE 15: DISPUTE RESOLUTION

15.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict of law principles.

15.2 Jurisdiction and Venue. Any legal action arising under this Agreement shall be brought exclusively in the state or federal courts located in **New Castle County, Delaware**, and you hereby consent to the personal jurisdiction and venue of such courts.

15.3 Mandatory Arbitration. Except for claims seeking injunctive relief, all disputes arising out of this Agreement shall be resolved through binding arbitration administered by the American Arbitration

Association under its Commercial Arbitration Rules. The arbitration shall take place in New Castle County, Delaware.

15.4 Class Action Waiver. YOU AND THE COMPANY AGREE THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

15.5 Informal Resolution. Before initiating formal proceedings, the parties agree to first attempt to resolve the dispute informally through direct negotiation for a period of at least sixty (60) days.

ARTICLE 16: FORCE MAJEURE

16.1 Excused Performance. Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, government actions, or widespread internet outages.

ARTICLE 17: GENERAL PROVISIONS

17.1 Entire Agreement. This Agreement, together with our Privacy Policy, constitutes the entire agreement between the parties and supersedes all prior communications.

17.2 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.3 Assignment. You may not assign this Agreement without our prior written consent. We may assign this Agreement without restriction in connection with a merger, acquisition, or sale of all or substantially all of our assets.

17.4 Waiver. No waiver of any term shall be effective unless in writing.

17.5 Independent Contractors. The parties are independent contractors. This Agreement does not create any partnership, joint venture, or agency relationship.

17.6 Survival. Provisions that by their nature should survive termination shall survive, including those related to intellectual property, liability, indemnification, and dispute resolution.

17.7 Electronic Communications. You consent to receive communications from us electronically and agree that such communications satisfy any legal requirement for written notice.

ARTICLE 18: CONTACT INFORMATION AND LEGAL NOTICES

18.1 Company Contact Information: TidyFrame AI, LLC 8 The Green STE B, Dover, DE 19901 United States; Email: tidyframeai@gmail.com

18.2 Legal Notices. All legal notices must be delivered in writing to the address specified above and will be deemed effective upon receipt.

18.3 Customer Support. For technical support and general inquiries, please contact us at

tidyframeai@gmail.com. Our support hours are 9:00 AM to 5:00 PM Pacific Time, Monday through Friday. We aim to provide an initial response to support inquiries within one (1) business day.

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.