# **Quality AI Terms and Conditions**

#### 1. ACCEPTANCE OF TERMS

- **1.1 Binding Agreement**: These Terms and Conditions ("T&C") constitute a legally binding agreement between you "User" and "Quality AI". We governing the use of our Quality AI Portal Service. By using the Service, you acknowledge that you have read, understood, and agreed to these T&C.
- **1.2 Eligibility:** The Service is intended for individuals who are at least 13 years old. By using the Service, you represent and warrant that you meet the eligibility requirements.

#### 2. USE OF THE SERVICE

**2.1 Service Provided :** The Service is provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties of any kind. The User is solely responsible for determining the suitability and compatibility of the Service with their own systems and data.

# 2.2 User Responsibilities:

- **a.** The User is responsible for all activity that occurs under their account.
- **b.** The User is responsible for maintaining the confidentiality of their account credentials.
- **c.** The User is responsible for ensuring that their use of the Service complies with all applicable laws and regulations.
- **d.** The User agrees to indemnify and hold harmless Quality AI from any damages, losses, or liabilities arising from or relating to their use of the Service.
- **2.3 Content:** The User is responsible for any content they upload, generate, or share using the Service. The User agrees not to submit any content that infringes upon any third-party rights, including but not limited to, intellectual property rights.

# 3. FEES AND PAYMENT

- **3.1 Fees:** Some features of the Service may be subject to charges ("Fees"). If you choose to use these features, you agree to pay the Fees.
- **3.2 Payment Processing:** Quality AI uses third-party payment processors to process payments. The User agrees to the payment processing terms and conditions of the relevant third-party payment processor.
- **3.3 Taxes:** All Fees are exclusive of taxes, levies, duties, or similar governmental assessments of any nature, which are the User's responsibility.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- **4.1 Service and Content Ownership:** The Service and all content therein, including but not limited to, software, text, graphics, photos, and images, are proprietary to Quality AI and are protected by intellectual property laws. All rights are reserved.
- **4.2 User Content License:** By uploading, generating, or sharing content using the Service, the User grants Quality AI a non-exclusive, worldwide, royalty-free, fully paid up, and sublicensable license to use, reproduce, modify, adapt, publicly perform or display, create derivative works of, and distribute such content solely for the purpose of providing and improving the Service.
- **4.3 Third-Party Content:** The Service may contain content from third-party sources. Quality AI makes no representations or warranties about any third-party content.

# 5. WARRANTY DISCLAIMER

**5.1 Disclaimer of Warranties:** The Service is provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties of any kind. Quality AI does not warranty that the Service will be uninterrupted, timely, secure, or error-free.

# 6. LIMITATION OF LIABILITY

**6.1 Limitation of Liability:** In no event will Quality AI be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, lost profits, data, or goodwill, arising out of or related to the use of the Service, even if Quality AI has been advised of the possibility of such damages.

# 7. TERMINATION

- **7.1 Termination by Quality AI:** Quality AI may terminate or suspend your account immediately, without prior notice or liability, for any reason, including but not limited to, violations of these T&C, or if Quality AI reasonably believes that the Service is being used to commit fraudulent or illegal activities.
- **7.2 Termination by User:** The User may terminate their account at any time by contacting Quality AI customer support.

# 8. Governing LAW

**8.1 Governing Law:** These T&C are governed by and construed in accordance with the laws of the jurisdiction in JAPAN which Quality AI is based, without giving effect to any principles of conflicts of law.