

Terms and Conditions of Use for eGeniePlus

These Terms and Conditions of Use ("Terms") govern your use of the eGeniePlus platform, products, and services ("Product") provided by **eGeniePlus**, a company registered in **London, United Kingdom** ("eGeniePlus," "we," "our," or "us"). By accessing or using the Product, you agree to be bound by these Terms. If you do not agree, you must not use the Product.

1. Acceptance of Terms

By using the Product, you represent that:

- you are of legal age to form a binding contract, and
- you have read, understood, and agreed to these Terms.

If you are using the Product on behalf of an organization, you confirm that you have the authority to bind that organization, in which case "you" refers to that organization.

2. License and Intellectual Property

eGeniePlus grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Product in accordance with these Terms.

All intellectual property rights—including trademarks, logos, software, code, UI/UX elements, content, and documentation—remain the exclusive property of eGeniePlus. No rights are granted to you except those expressly stated in these Terms.

3. User Obligations

You agree to:

- use the Product only for lawful purposes,
- maintain the confidentiality of your account and login credentials,
- comply with all applicable laws, regulations, and these Terms.

You agree **not** to:

- violate any laws or breach others' rights,
- upload harmful, malicious, or illegal content,

- interfere with the Product's operation or security,
- attempt to gain unauthorized access to systems or accounts,
- misuse the Product for automated scraping, heavy scripting, or exploitation of AI or server capacity.

4. Privacy

Your privacy is important to us.

Our **Privacy Policy** explains how we collect, use, and protect your data.

By using eGeniePlus, you consent to data practices described in our Privacy Policy.

5. Disclaimer of Warranties

The Product is provided “**as is**” and “**as available**.”

eGeniePlus makes no warranties—express or implied—regarding:

- accuracy,
- reliability,
- performance,
- availability,
- fitness for a particular purpose.

We do not warrant that:

- the Product will be error-free or uninterrupted,
- defects will be corrected,
- servers or data transfer will always be secure.

Use of the Product is at your own risk.

6. Limitation of Liability

To the fullest extent permitted by law, eGeniePlus and its affiliates, officers, employees, and partners shall not be liable for:

- indirect, incidental, special, or consequential damages,
- loss of data, revenue, or business,
- service interruptions or system failures.

Our total liability will not exceed the amount you paid for the Product in the **six (6) months** preceding the claim.

7. Modifications and Termination

eGeniePlus may:

- modify the Product,
- change features,
- suspend or discontinue portions of the Product at any time without notice.

We may update these Terms periodically.

Continued use after changes constitutes acceptance.

Violation of these Terms may result in immediate suspension or termination of your access.

8. Governing Law and Jurisdiction

These Terms are governed by the laws of **United Kingdom**, without regard to conflict-of-laws principles.

Any disputes shall be resolved exclusively in the state or federal courts of **United Kingdom**, and you consent to the jurisdiction of those courts.

9. Severability

If any provision of these Terms is deemed invalid or unenforceable, the remainder will continue in full effect.

10. Entire Agreement

These Terms constitute the entire agreement between you and eGeniePlus regarding your use of the Product and supersede all prior communications or agreements.

11. Excessive, Exploitative, or Harmful Usage

The following activities may result in immediate suspension without refund:

- sharing accounts between multiple users or automation systems,

- uploading sexually explicit or abusive content to the AI,
- attempting to induce violent or harmful AI outputs,
- using scripts, bots, or automation to exploit the Product,
- generating usage costs that exceed **2.5x** your subscription fee,
- any abnormal or outlier usage at eGeniePlus's sole discretion.

12. Usage Limits & Temporary Suspension

To ensure fair use and system sustainability:

Monthly Limit

Standard paid accounts exceeding **\$100/month** in backend usage costs may be paused until the next billing cycle.

Discounted or promotional plans will have proportionally reduced limits.

Daily Limit

Usage exceeding **\$16/day** may trigger daily suspension, based on internal evaluation of token consumption, computing costs, and cloud resource usage.

Additional Notes

- Limits may be adjusted dynamically by eGeniePlus's backend systems.
- Repeated violations may lead to permanent account termination.
- Custom or partner plans may have different limits.

13. User Content and Responsibility

You are solely responsible for content you create, upload, or share using the Product.

You represent that you:

- own or have rights to the content you upload,
- will not violate IP rights, privacy rights, or laws,
- will not upload harmful, abusive, or illegal content.

eGeniePlus reserves the right to remove any content that violates these Terms or is otherwise inappropriate.

14. Modifications and User Notification

eGeniePlus may update these Terms at any time.
We encourage users to review the Terms periodically.
Changes apply to all users immediately upon posting.

15. Third-Party Services

The Product may link to or integrate with third-party services.
eGeniePlus is not responsible for:

- their content,
- their accuracy,
- their privacy practices.

Use of third-party services is subject to their own policies and agreements.

16. End User License Agreement (EULA)

If using the eGeniePlus mobile app:

- iOS users are bound by Apple's **Standard End User License Agreement**,
- Android or other platform users are bound by the respective store or platform EULA.

By downloading or using the app, you agree to the applicable EULA(s).

17. Contact Information

If you have questions or concerns, contact us at:

support@eGeniePlus.ai