

PGMind Terms of Service

1. Introduction

These Terms of Service ("Terms", "Terms of Service") are used to determine the rules of the Service and to clarify the legal relationship between the entity using the Service and the Company. DuskyDew ("Company") operates web pages located at pgmind.ai („Website") and offers Service (as defined below in Section 2). The Service is dedicated to the professional entities to help them to conduct their business. Using the Website and/or the Service in any manner, also by going through the Account registration process, the User or the Guest declares that (i) he/she has read, understood and accepts the provisions of the Terms and Privacy Policy, (ii) his/her age and legal capacity enables to conclude an agreement with the Company, (iii) he/she has the right to act on behalf of the entity which he/she represents and his/her declarations are effective. If the User does not agree to apply under the provisions of the Terms, he/she should not use the Service. In such a case however, the User may contact the Company by emailing at support@pgmind.ai so the Company can try to find a solution.

2. Definitions

Unless otherwise indicated, the following capitalizes terms have the following meaning:

Account – means individualized panel serving the User to exploit the Service and/or the Website.

Agreement – means a subscription agreement that may be concluded between User and the Company, that specifies the scope and the price for using the Service.

API – means Pgmind application programming interface to be integrated with the User’s software.

Company – means DuskyDew,

Content – means the contents such as texts, pictures and other, which the Guest, or the User publishes, presents or sends on the Website or with the use of Service.

Device – means devices such as a computer, telephone, smartphone, tablet or other electronic equipment which allows browsing web pages.

Guest – means an entity browsing the Website.

Intellectual Property – means any designations, inventions, utility models, industrial designs, works and other externalized expressions of creative activity that are the subject of exclusive rights of the Company.

Licence – means a non-exclusive right to personal use of the API and/or the Widget.

Link – means hyperlink referring to the Other Website.

Mobile Device – means a portable device such as a telephone, smartphone, tablet or other electronic equipment which operates the Website and/or the Service.

Notification – means message sent to the User as part of the Service.

Other Websites – means websites other than the Website.

Password – means the User’s anonymized verification tool which enables the access to the Account and is the sequence of signs possibly to entry by using the keyboard of the computer or Mobile Device, which also allows entering text messages in the amount and configuration invented by the User however containing at least 8 signs.

Privacy Policy – means the Privacy Policy, which defines the rules of personal data processing by the Company, available under the following internet address:

<https://www.pgmind.ai/privacy>.

Service – means together the Website, Widget and/or the API (depending on the scope dedicated to a given User pursuant to the Agreement).

Terms – means these terms of service available under the following address:
<https://www.pgmind.ai/terms>.

User – means an entity who owns the Account.

Website – means web pages located at [pgmind.ai](https://www.pgmind.ai).

Widget – means a Pgmind widget that may be implemented to the User's website.

Above mentioned definitions retain their meaning regardless of whether they are expressed in the singular or the plural.

3. General Rules

Using the Service means full acceptance of the Terms. The Terms applies to relations between the Company and the Guest or the User only. If the Service and/or the Website introduces the possibility of providing services by other entities, they will be provided on the basis of regulations shared by these entities and only these entities will be responsible for the execution of the services, except the content of the Terms clearly and unambiguously indicates otherwise. Each entity using the Service and/or the Website is obliged to use it in accordance with its destiny resulting from the Terms. Using the Website is permissible provided that the Device meets jointly the following minimum technical requirements:

- has access to the Internet,
- allows the start-up of the one from following internet browsers: (i) Google Chrome, (ii) Opera, (iii) Firefox, (iv) Safari, (v) Microsoft Edge,
- the internet browser version used cannot be older than one year,
- has JavaScript enabled.

Using the API is possible if the following minimum technical requirements are met:

- has access to the Internet,
- has software that enables sending HTTP requests.

Using the Widget is possible if the following minimum technical requirements are met:

- has access to the Internet,
- allows the start-up of the one from following internet browsers: (i) Google Chrome, (ii) Opera, (iii) Firefox, (iv) Safari, (v) Microsoft Edge,
- the internet browser version used cannot be older than one year,
- has JavaScript enabled.

It is recommended to install anti-virus software on the Device or on the Mobile Device.

4. Account

Account set-up is possible through the Website. Account set-up requires logging in using Facebook account, Google account or registering by providing other personal email and Password. When you create an Account you should provide us with accurate, complete, and current information at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Website and Service. You are responsible for maintaining the confidentiality of your Account and Password, including but not limited to the restriction of access to your Device or Mobile Device and/or Account. You agree to accept responsibility for any and all activities or actions that occur under your Account and/or Password, whether your Password is with our Website and Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your Account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

5. Communications

By creating an Account, you can agree to subscribe to newsletters, marketing or promotional materials and other information we may send.

6. Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively "Promotion(s)") made available through Service or Website may be governed by rules that are separate from these Terms (in particular set out in the Agreement, if concluded). If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, Promotion rules will apply.

7. Subscriptions

Some parts of Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or the Company cancels it. You may cancel your Subscription renewal either through your Account or by contacting Company's customer support team at support@pgmind.ai. A valid payment method, including credit or debit card, Apple Pay or Google Pay, is required to process the payment for your subscription. You shall provide the Company with accurate and complete billing information including (i) full name, (ii) email address, (iii) country, (iv) business's legal entity name, (v) tax number such as GST or VAT and (vi) a valid payment method information. By submitting such payment information, you automatically authorize Company to charge all Subscription fees incurred through your Account to any such payment instruments. Should automatic billing fail to occur for any reason, Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: service availability, errors in the description or price of the service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected. Company is not responsible for any additional fees, including taxes, imposed by the relevant authorities of the country in which the person submitting an order resides / is located. Payment of these additional fees remains the responsibility of the person submitting the order.

8. Fee Changes

The Company, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. The Company will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

9. Refunds

Except when required by law, paid Subscription fees are non-refundable.

10. Content

Our Service and Website allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible, in particular to your customers, for Content that you post on or through Service including its legality, reliability, and appropriateness. By posting Content on or through Service or Website, You represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the Account of any User found to be infringing on a copyright. You retain any and all of your rights to any Content you submit, post or display on or through Service or Website and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through Service.

11. Prohibited Uses

You may use Service or Website only for lawful purposes and in accordance with Terms. You agree not to use Service or Website:

- in any way that violates any applicable national or international law or regulation,
- for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise,
- to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation,
- to impersonate or attempt to impersonate Company, a Company employee, another User, or any other person or entity,
- in any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity,
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service or Website, or which, as determined by us, may harm or offend Company or Users of Service or Website or expose them to liability.

Additionally, you agree not to:

- use Service and Website in any manner that could disable, overburden, damage, or impair Service or Website or interfere with any other party's use of Service, including their ability to engage in real time activities through Service or Website,
- use any robot, spider, or other automatic device, process, or means to access Service or Website for any purpose, including monitoring or copying any of the material on Service or Website,
- use any manual process to monitor or copy any of the material on Service or Website or for any other unauthorized purpose without our prior written consent,
- use any device, software, or routine that interferes with the proper working of Service or Website,
- introduce any viruses, trojan horses, worms, logic bombs, or other material, which is malicious or technologically harmful,
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service or Website, the server on which Service or Website is stored, or any server, computer, or database connected to Service or Website,
- attack Service or Website via a denial-of-service attack or a distributed denial-of-service attack,
- take any action that may damage or falsify Company rating,
- otherwise attempt to interfere with the proper working of Service or Website.

12. Analytics

We may use third-party service providers to monitor and analyze the use of our Service and Website.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service and Website. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network. For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>. We also encourage you to review the Google's policy for safeguarding your data: <https://support.google.com/analytics/answer/6004245>.

13. Intellectual Property

The Service, the Website and their original content (excluding Content), features and functionality are and will remain the exclusive property of the Company and its licensors. The Service and the Website are protected by copyright, trademark, and other laws of the United States and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of the Company. The Guest and the User by using the Service do not acquire any rights to the Intellectual Property. It is prohibited to use the Intellectual Property for purposes other than those resulting from the authorized personal use referred to in the Article 23 of the Act of February 4, 1994 on Copyright and Related Rights. Upon purchase of a Subscription, the User receives the Licence to use the Service in accordance with the Subscription. The Licence is limited, non-transferable, revocable, non-exclusive and granted for a period consistent with the conditions of the Subscription. The User is not entitled to give a sublicense. The Licence is granted only in the following forms of exploitation:

- subscribing and installing the Service on the User's website and/or software,
- using the Service to serve the customers of the User.

The User shall not modify, reverse engineer, decompile, disassemble or attempt to derive source code from Service or the Website or any portion thereof. The User is not entitled to create and/or publish APIs or otherwise proxying access to the Service or the Website nor is allowed to use the Service or the Website in an automated manner (that is by machine or computer program).

14. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted with the use of the Service or on the Website infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright Infringement, please submit your claim via email to support@pgmind.ai, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement. You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service or Website on your copyright.

15. Error Reporting and Feedback

The Company tries – to the best of its ability – to support the Guests and Users in solving their problems related to functioning of the Service, as well as undertakes actions to improve the quality of the Service’s functioning and the provision of the Service based on the comments submitted by these entities.

You may provide us directly at support@pgmind.ai with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“Feedback”). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

16. Links to Other Websites

Our Service and/or Website may contain links to Other Websites that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any Other Websites. We do not warrant the offerings of any of these entities/individuals or Other Websites. YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY OTHER WEBSITES. WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY OTHER WEBSITES THAT YOU VISIT.

17. Disclaimer of Warranty

THE SERVICES ARE PROVIDED BY COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY SERVICES

OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Limitation of Liability

The Company shall not be liable for the consequences of complying with the content of tips, articles or other publications on the Website or the Service, including the content provided by the AI computer. You acknowledge that the AI computer that provides the content in the Service and/or the Website is not the expert and may be mistaken and you cannot rely on its answers or advice. In particular it cannot replace any professional recommendation. The Company shall not be liable to the customers of the User for the use of the Service and the Content provided by the Service to the User's customers. The Company shall not be liable for the consequences of installing or sending any malicious software, phishing or any other practises undertaken by other entities to the Service. The Company shall not be liable for any breaks in the operation of the Service. The Company shall not be liable for the consequences of phenomena known as force majeure, including in particular power outages, fires, atmospheric phenomena, wars, riots, strikes and other similar events that are not affected by the Company. EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS

AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THESE TERMS AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

19. The Guest's/User's Liability

The Guest and/or User is fully liable for the consequences of authorised or unauthorised distribution of any content available on the Website or the Service. This applies in particular to the Intellectual Property. The liability includes, in particular, Company's release from any claims in this respect if such are against Company. The User is solely liable for any Content published, presented, sent or in any other way provided during the use of Service to the User's customers.

20. Service breaks

The Company does not guarantee the permanent accessibility of the Service or the Website. The Company reserves the right to introduce a break in the operation of the Website or the Service or their certain functionalities. If there is an intention to implement a break, the Company will notify about it by posting relevant information or a message on the Website or via the email provided when setting-up the Account at least 3 days before the date of planned break. In the event of unintended breaks in the operation of the Website or the Service or their certain functionalities, the Company will immediately notify about it by posting a relevant information or message on the Website or via the email provided when setting-up the Account. Acceptance of the Regulations means also giving an approval for the Services being not 100% reliable.

21. Personal Data Protection and Security

The Company processes personal data with due diligence and ensuring adequate technical and organizational security measures. Detailed information about the protection of personal data can be found in the Privacy Policy. The Company shall not be liable for the personal data protection of the User's customers that use the Service. The Company shall not be liable for the contents and rules of personal data protection and privacy on the Other Websites, including those to which the Links refer. The Company shall not be liable for the damages caused by browsing the Other Websites or posting any personal data or other information on them. The Company recommends reading the rules of personal data protection and privacy on the Other Websites, including those to which the Links refer, before starting using them, in particular before publishing own personal data or other essential information on the Other Websites.

22. Termination

We may terminate or suspend your Account and ban access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms. If you wish to terminate your Account, you may simply discontinue using Service. All provisions of Terms which, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

23. Governing Law

These Terms shall be governed and construed in accordance with the laws of India without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

24. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time

to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

25. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service. In case of any discrepancies between these Terms and the Agreement (if concluded), the provisions of the Agreement shall be applicable. The aforementioned sentence refers also to the amendments of these Terms introduced in the Agreement.

26. Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision. If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

27. Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

28. Contact Us

Any time you wish to contact the Company, please send email at:
support@pgmind.ai.