

AISITA AI PTE LTD

COMPREHENSIVE TERMS OF SERVICE AND REFUND POLICY

Last Updated: June 20, 2025

COMPANY INFORMATION

Legal Entity: AISITA AI Pte Ltd

Company Registration: 202521172E

Registered Address: 76 Playfair Road #08-01, Singapore 367996

Business Address: 76 Playfair Road #08-01, Singapore 367996

Website: <https://user.aisita.ai/>

Contact Email: support@aisita.ai

1. ACCEPTANCE OF TERMS

1.1 Agreement Formation

By accessing, downloading, installing, or using the AISITA AI platform, software, services, or any related materials (collectively, the "Service"), you acknowledge that you have read, understood, and agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you must immediately discontinue use of the Service.

1.2 Legal Capacity and Age Verification

You represent and warrant that:

- **You are at least 18 years of age** and have the legal capacity to enter into this agreement
- You have the legal capacity to enter into this agreement
- Your use of the Service complies with all applicable local, state, national, and international laws and regulations

- You are not prohibited from using the Service under the laws of Singapore or any other applicable jurisdiction
- All information you provide when creating an account is accurate, complete, and current

Failure to provide accurate, complete, and current information constitutes a breach of these Terms.

1.3 User Acknowledgment

The Service is designed for traders, investors, and individuals interested in financial market analysis. Users acknowledge that trading and investing involves substantial risk and should only use the Service if they understand these risks.

2. SERVICE DESCRIPTION

2.1 AI-Powered Market Analysis Platform

AISITA AI provides an artificial intelligence-powered platform that offers:

- **Chart Analysis:** AI-driven technical analysis of trading instruments across multiple asset classes
- **Market Intelligence:** Real-time and historical market data analysis
- **Trading Signals:** Algorithm-generated trading insights and recommendations
- **Risk Assessment:** AI-powered risk evaluation tools
- **Portfolio Analytics:** Advanced portfolio performance analysis
- **Educational Resources:** Trading education and market research materials

2.2 Service Limitations

IMPORTANT DISCLAIMER: Our Service provides analytical tools and educational content only. We are **NOT**:

- A licensed investment advisor or financial planner
- A broker-dealer or trading platform
- Providing personalized investment advice
- Managing client funds or executing trades
- Offering guaranteed returns or investment outcomes

2.3 Data Sources and Accuracy

While we strive to provide accurate and timely information, we cannot guarantee the completeness, accuracy, or timeliness of all data. Market data is sourced from third-party providers and may be subject to delays or inaccuracies.

3. LICENSING AND PERMITTED USE

3.1 Service License Grant

Subject to your compliance with these Terms, AISITA AI grants you a limited, non-exclusive, revocable (at our sole discretion), non-transferable, non-sublicensable license to access and use the Service through your web browser for your personal or internal business use only.

3.2 Restrictions

You may NOT:

- Copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, attempt to determine methods or techniques embodied in, decrypt, modify, alter, vary, adapt, translate, merge, combine, incorporate, or create derivative works of the Service or any part thereof
- Distribute, license, transfer, sell, rent, lease, sublicense, loan, provide or otherwise make available the Service in any form, in whole or in part, to any person
- Use automated systems, scripts, bots, or any other means to scrape, harvest, collect, or extract data from the Service
- Disable or delete any security mechanism in the Service or interfere with the Service in any way that could damage, disable, overburden, impair, or compromise our systems or security
- Use the Service for any illegal or unauthorized purpose
- Share login credentials or allow unauthorized access to your account
- Infringe our intellectual property rights or the rights of any third party
- Transmit, post or promote any material that is defamatory, offensive, sexually explicit, violent, discriminatory, or otherwise objectionable
- Solicit, recruit, or poach other users of the Service for any reason or under any circumstances
- Attempt to decipher, decompile or reverse-engineer any transmissions to or from our servers or systems
- Access the Service through any means other than the interfaces we provide

3.3 Commercial Use and Export Control

Commercial Use Restrictions: Commercial use including but not limited to:

- Managing third-party client funds
- Copy-trading services
- Percentage allocation management modules (PAMM)
- Managed account services
- Signal subscription services
- Any commercial purpose in exchange for benefits

requires explicit written authorization through a separate commercial license agreement.

Export Control Compliance: You agree to comply with all applicable export control laws and regulations that apply to the Service or technology supported by the Service.

Confidentiality: You agree to maintain the confidentiality of any proprietary information, trade secrets, or other confidential materials relating to the Service, including information contained in these Terms.

4. SUBSCRIPTION PLANS AND BILLING

4.1 Service Plans

We offer various subscription plans and credit packages with different features and usage limits. Current pricing and plan details are available on our website and may be updated from time to time.

4.2 Credits and Subscriptions

Subscription Credits:

- **Automatic Billing:** Subscriptions are automatically renewed and charged by our payment processor according to your selected billing cycle (monthly or yearly)
- **Mandatory Subscription:** You must maintain an active subscription before purchasing any additional bulk credit packages
- **Credit Reset:** All unused subscription credits are automatically removed and replaced with new credits at the start of each billing cycle
- **Auto-Renewal:** By subscribing, you authorize automatic recurring charges to your payment method
- **No Refunds:** Both subscription fees and credits are non-refundable once processed

Bulk Credit Packages:

- Available only to active subscribers with current subscription plans
- **Expiry:** Bulk credits expire exactly one year from the date of purchase

- **Forfeiture Upon Cancellation:** ALL bulk credits are permanently removed when subscription is cancelled, regardless of remaining expiry time
- Non-refundable once purchased
- Do not automatically renew
- Cannot be purchased without an active subscription

General Credit Terms:

- Credits and subscriptions are non-transferable between accounts
- You must agree to automatic renewal when subscribing
- Unused credits do not carry forward between subscription cycles
- All credit transactions are final

4.3 Billing Terms and Auto-Renewal

- **Auto-Renewal Agreement:** All subscriptions automatically renew unless cancelled before the next billing cycle
- **Payment Authorization:** By subscribing, you authorize us and our payment processors to automatically charge your payment method for recurring subscription fees
- **Billing Cycle:** Payments are processed in advance according to your selected billing cycle (monthly or yearly)
- **Payment Method:** You must maintain a valid payment method on file for automatic billing
- **Failed Payments:** Failed payments may result in immediate service suspension or termination
- We reserve the right to modify pricing with notice
- All prices exclude applicable taxes unless stated otherwise
- **Cancellation:** You may cancel auto-renewal at any time, but cancellation does not entitle you to refunds for the current billing period

5. REFUND AND CANCELLATION POLICY

5.1 No-Refund Policy

ALL SALES ARE FINAL. Due to the digital nature of our Service and immediate access upon purchase, we do not offer refunds, returns, or exchanges for:

- **Subscription Fees:** All subscription fees are non-refundable, including auto-renewed subscriptions
- **Subscription Credits:** All monthly/yearly subscription credits are non-refundable and cannot be carried forward

- **Bulk Credit Packages:** All purchased bulk credits are non-refundable, even if unused or expired
- **Premium Features:** Any premium feature purchases are non-refundable

This no-refund policy applies regardless of:

- Change of mind or business requirements
- Technical difficulties with user equipment
- Unsatisfactory performance or results
- External market conditions affecting trading outcomes
- Accuracy or performance of AI-generated analysis
- **Credit expiration or forfeiture due to subscription cancellation**
- **Unused credits at the end of billing cycles**
- **Complete forfeiture of all credits (subscription and bulk) upon subscription cancellation**

5.2 Subscription Cancellation and Complete Credit Forfeiture

- You may cancel your subscription auto-renewal at any time through your account dashboard
- **Cancellation prevents future billing but does not entitle you to refunds for the current billing period**
- **ALL CREDITS FORFEITED:** Upon subscription cancellation, ALL credits (both subscription credits and bulk credits) will be permanently removed at the end of your current subscription cycle
- Access continues until the end of your current billing period
- **Complete service termination** occurs at the end of the subscription cycle, including loss of all credit balances
- **Upon subscription expiration or cancellation, you will lose access to bulk credit purchasing**
- No partial refunds for unused subscription time, unused credits, or forfeited bulk credits

5.3 Account Termination

Upon cancellation or termination:

- Immediate loss of access to premium features
- Retention of basic account for 90 days for data export
- Permanent deletion of all data after 90 days unless otherwise requested
- No refunds for remaining subscription period

5.4 Exceptional Circumstances

Refunds may be considered only in cases of:

- Documented billing errors or unauthorized charges
- Duplicate payments for the same service
- Technical failure preventing Service access where the failure is solely attributable to our systems

All refund requests must be submitted in writing and will be evaluated at our sole discretion.

6. FINANCIAL DISCLAIMERS AND RISK WARNINGS

6.1 Investment Risk Disclosure

TRADING AND INVESTING INVOLVES SUBSTANTIAL RISK OF LOSS.

- Past performance is not indicative of future results
- All trading decisions are made at your own risk
- You may lose some or all of your invested capital
- Market volatility can result in rapid and substantial losses
- Leverage amplifies both gains and losses

6.2 AI-Generated Analysis Disclaimer

IMPORTANT - ALL ANALYSIS IS AI-GENERATED: All analysis, signals, recommendations, and insights provided by our Service are generated by artificial intelligence algorithms and automated systems.

WE EXPLICITLY DISCLAIM ALL LIABILITY FOR:

- Accuracy, completeness, or reliability of AI-generated analysis
- Trading losses resulting from following AI recommendations
- Market predictions or forecasts provided by our algorithms
- Any decisions made based on AI-generated content
- Technical errors, malfunctions, or inaccuracies in AI analysis
- Incomplete, delayed, or erroneous AI-generated insights
- **Any errors or inaccuracies in data, analytics, or research, regardless of cause**

CRITICAL DISCLAIMERS:

- **Past performance of any trading system or methodology does not indicate future results**
- **We do not guarantee performance, profitability, profits, or losses**
- **Information is obtained from sources we believe reliable, but we do not guarantee timeliness or accuracy**

- **Nothing should be interpreted to imply that past results indicate future performance**
- **All information is for general purposes only and should not be relied upon as financial, trading, or investment advice**

Users acknowledge that AI-generated analysis should not be the sole basis for any trading or investment decisions.

6.3 No Investment Advice

Our Service provides:

- Educational content and market analysis
- Technical analysis tools and indicators
- Historical data and market trends
- Risk assessment frameworks

WE DO NOT PROVIDE:

- Personalized investment advice
- Financial planning services
- Portfolio management
- Fiduciary services
- Guaranteed returns or outcomes

6.4 Regulatory Compliance and Licensing Disclaimer

- We are not licensed by the Monetary Authority of Singapore (MAS) as an investment advisor
- **No representation is made that we, our affiliates, agents or principals are regulated persons or entities under any securities laws or licensed by any financial regulatory authority**
- Users are responsible for ensuring compliance with local regulations
- Professional traders should consult with qualified financial advisors
- Some features may not be available in certain jurisdictions
- **No fiduciary relationship is created between you and us**

6.5 Third-Party Services

We may integrate with third-party brokers, data providers, or financial services. We are not responsible for:

- The performance or reliability of third-party services
- Any losses resulting from third-party service failures
- Privacy practices of external service providers

- Accuracy of third-party data or information
-

7. DATA PROTECTION AND PRIVACY

7.1 Data Collection and Use

We collect and process personal data in accordance with our Privacy Policy and applicable data protection laws, including:

- Singapore Personal Data Protection Act (PDPA)
- General Data Protection Regulation (GDPR) where applicable
- Other relevant international data protection standards

7.2 Data Rights and Usage

By using our Service, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, analyze, process, and derive insights from any data you provide or generate through the Service. This includes but is not limited to:

- Trading patterns and preferences
- Usage analytics and behavior data
- Account and profile information
- Any content or data uploaded to the platform

We may use this data for:

- Service improvement and development
- Research and analytics
- Product development
- Marketing and business purposes
- Creating aggregated and anonymized datasets
- Training and improving our AI algorithms

You acknowledge that we have full legal rights to use collected data for our company purposes, including commercial exploitation, without compensation to you.

7.3 Financial Data Security

We implement security measures including:

- Encryption for data transmission
- Secure data storage with backups
- Authentication requirements

- Security monitoring and auditing
- Payment processing security measures

7.4 Data Retention

- Active user data is retained for the duration of your subscription
 - Data may be retained after account deletion for our business purposes
 - Aggregated, anonymized data may be retained indefinitely for service improvement
 - Financial transaction records are retained per regulatory requirements
-

8. INTELLECTUAL PROPERTY RIGHTS

8.1 AISITA AI Intellectual Property

All content, software, algorithms, designs, trademarks, and methodologies are proprietary to AISITA AI and protected by:

- International copyright law
- International intellectual property treaties
- Trade secret protections
- Patent applications where applicable

8.2 User-Generated Content

By uploading content to the Service, you:

- Retain ownership of your original content
- Grant us a worldwide, royalty-free license to use, display, and analyze your content for Service provision
- Represent that you have rights to all uploaded content
- Agree not to upload copyrighted or confidential third-party content

8.3 Feedback and Suggestions

Any feedback, suggestions, or ideas you provide become our property and may be used without compensation or attribution.

9. SERVICE AVAILABILITY AND MAINTENANCE

9.1 Service Availability

We strive to provide reliable Service but do not guarantee uninterrupted availability. The Service may be subject to downtime, maintenance, or technical issues that could affect accessibility.

9.2 System Requirements

Minimum Requirements:

- Modern web browser with JavaScript enabled
- Stable internet connection
- Cookies and local storage enabled

For optimal performance:

- High-resolution display
- Broadband internet connection
- Updated browser version

9.3 Service Updates

We may update the Service through:

- Software updates and modifications
- New feature releases
- Security enhancements
- Performance improvements

Updates may change Service functionality or appearance without prior notice.

10. LIMITATION OF LIABILITY

10.1 Maximum Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATED TO THE SERVICE SHALL NOT EXCEED THE LESSER OF:

- **USD \$250.00**
- **The total amount paid by you for the Service in the preceding twelve months**

These limitations apply even if the above stated remedy fails of its essential purpose.

10.2 Excluded Damages

WE SHALL NOT BE LIABLE FOR:

- Lost profits, revenues, or business opportunities
- Trading losses or investment failures
- Indirect, incidental, special, or consequential damages
- Punitive or exemplary damages
- Data loss or corruption (beyond our standard backup procedures)
- Third-party service failures or interruptions

10.3 Force Majeure

We are not liable for Service interruptions caused by:

- Natural disasters or acts of God
 - Government actions or regulatory changes
 - Internet infrastructure failures
 - Cyber attacks or security breaches beyond our control
 - Labor disputes or strikes
 - Pandemic or public health emergencies
-

11. INDEMNIFICATION

11.1 User Indemnification

You agree to indemnify, defend, and hold harmless AISITA AI, its officers, directors, employees, and agents from any claims, damages, losses, or expenses (including legal fees) arising from:

- Your use or misuse of the Service
- Violation of these Terms or applicable laws
- Infringement of third-party rights
- Trading losses or investment decisions based on Service use
- Unauthorized access to your account due to your negligence

11.2 Scope of Indemnification

This indemnification obligation survives termination of these Terms and applies regardless of the theory of liability (contract, tort, negligence, or otherwise).

12. DISPUTE RESOLUTION

12.1 Governing Law

These Terms are governed by the laws of Singapore, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

12.2 Arbitration Agreement

MANDATORY ARBITRATION: All disputes arising from or related to these Terms or the Service must be resolved through binding arbitration administered by the Singapore International Arbitration Centre (SIAC) under the SIAC Arbitration Rules.

Arbitration Details:

- Seat of arbitration: Singapore
- Language: English
- Number of arbitrators: Single arbitrator (disputes under SGD \$100,000) or three arbitrators (larger disputes)
- Applicable rules: SIAC Rules in effect at time of arbitration

12.3 Exceptions to Arbitration

The following may be pursued in court:

- Intellectual property infringement claims
- Injunctive relief for breach of confidentiality
- Small claims court matters (under SGD \$10,000)

12.4 Class Action Waiver

You waive any right to participate in class action lawsuits or class-wide arbitrations against us.

13. ACCOUNT MANAGEMENT

13.1 Account Registration

To access premium features, you must:

- Provide accurate, complete registration information
- Maintain current contact information
- Protect your login credentials

- Notify us immediately of unauthorized access
- Use only one account per individual or organization

13.2 Account Security and Information Accuracy

You are responsible for:

- Maintaining password confidentiality
- All activities occurring under your account
- Promptly notifying us of security breaches or unauthorized access
- Using strong, unique passwords
- Enabling two-factor authentication when available
- **Providing accurate, complete, and current information at all times**
- **Promptly updating any changes to your account information**
- **Taking all reasonable precautions to prevent unauthorized or improper use, access, sharing, duplication, distribution or abuse of the Service**

You must immediately inform us of any unauthorized use of the Service or your account, or any information that could cause reasonable suspicion or warrant further investigation.

13.3 Account Suspension or Termination

We may suspend or terminate your account for:

- Violation of these Terms
- Suspected fraudulent activity
- Repeated chargebacks or payment failures
- Abusive behavior toward staff or other users
- Sharing account credentials
- Using the Service for illegal purposes

14. COMPLIANCE AND REGULATORY MATTERS

14.1 Anti-Money Laundering (AML)

We implement AML procedures including:

- Customer identification and verification
- Suspicious activity monitoring
- Record keeping and reporting
- Compliance with Singapore AML regulations

14.2 Know Your Customer (KYC)

Account verification may require:

- Government-issued photo identification
- Proof of address (utility bill, bank statement)
- Business registration documents (for corporate accounts)
- Source of funds documentation

14.3 International Compliance

Users are responsible for compliance with:

- Local securities laws and regulations
- Tax reporting requirements
- Import/export restrictions on financial services
- Anti-terrorism financing laws

14.4 Prohibited Jurisdictions

The Service is not available to residents of:

- Countries subject to Singapore trade sanctions
 - Jurisdictions prohibiting financial analytics services
 - Regions where our licensing does not permit operation
-

15. THIRD-PARTY SERVICES AND INTEGRATIONS

15.1 Third-Party Data Providers

We may use data from:

- Financial market data vendors
- Economic research organizations
- Social sentiment analysis providers
- Technical analysis data services

15.2 Integration Partners

The Service may integrate with:

- Brokerage platforms for data connectivity
- Payment processors for subscription billing

- Cloud services for data storage and processing
- Analytics tools for service improvement

15.3 Third-Party Disclaimers

We are not responsible for:

- Accuracy or reliability of third-party data
 - Availability of third-party services
 - Privacy practices of external providers
 - Changes to third-party terms or pricing
-

16. MODIFICATION AND UPDATES

16.1 Terms Updates

We may modify these Terms by:

- Posting updated Terms on our website
- Providing 30 days' notice for material changes
- Notifying users via email or platform notification
- Requiring acceptance for continued Service use

16.2 Service Modifications

We reserve the right to:

- Add, modify, or remove Service features
- Change pricing for new subscriptions
- Update system requirements
- Discontinue legacy features with reasonable notice

16.3 Continued Use

Continued use of the Service after Terms modification constitutes acceptance of the updated Terms.

17. TERMINATION

17.1 Termination by User

You may terminate your account:

- At any time through your account dashboard
- By contacting customer support
- With immediate effect (no refund for remaining subscription period)

17.2 Termination by AISITA AI

We may terminate your account:

- For material breach of these Terms
- For suspected fraudulent activity
- Upon 30 days' notice without cause
- Immediately for legal or regulatory reasons

17.3 Effect of Termination

Upon termination:

- **Immediate cessation of all Service use and access required**
 - **You must cease all use of the Service immediately**
 - **Complete forfeiture of ALL credits (subscription and bulk credits) regardless of remaining balances or expiry dates**
 - Loss of Service access
 - Data retention for business purposes as outlined in Section 7.2
 - Survival of payment obligations
 - **Survival of the following provisions: Sections 7 (Data Protection), 8 (Intellectual Property), 10 (Limitation of Liability), 11 (Indemnification), and 12 (Dispute Resolution)**
 - Continuation of confidentiality obligations
 - All liabilities accrued prior to termination remain in effect
-

18. MISCELLANEOUS PROVISIONS

18.1 Entire Agreement

These Terms, along with our Privacy Policy and any additional agreements you enter into with us, constitute the entire agreement between you and AISITA AI.

18.2 Severability

If any provision of these Terms is found unenforceable, the remaining provisions will continue in full force and effect.

18.3 Waiver

Our failure to enforce any provision does not constitute a waiver of our right to enforce it later.

18.4 Assignment

You may not assign these Terms without our written consent. We may assign our rights and obligations without restriction.

18.5 Language

These Terms are drafted in English. Any translations are for convenience only, and the English version controls in case of conflicts.

18.6 Survival

Provisions that by their nature should survive termination will survive, including: intellectual property rights, indemnification, limitation of liability, and dispute resolution.

19. CONTACT INFORMATION

19.1 Customer Support

Email: support@aisita.ai

We will endeavor to respond to support requests in a reasonable timeframe

Business Hours: Monday-Friday, 9:00 AM - 6:00 PM SGT

19.2 Legal Notices

Address:

AISITA AI Pte Ltd Legal
Department
76 Playfair Road #08-01
Singapore 367996

Email: legal@aisita.ai

19.3 Security Contact

For security issues or suspected breaches:

Email: security@aisita.ai

20. ACKNOWLEDGMENT

By using the AISITA AI Service, you acknowledge that:

- You have read and understood these Terms
- You agree to be bound by all provisions
- You understand the risks associated with trading and investing
- You will not hold us liable for trading losses or market volatility
- You are using the Service at your own risk and discretion

Last Updated: June 20, 2025

Version: 2.0

Effective Date: June 20, 2025

© 2025 AISITA AI Pte Ltd. All rights reserved.