

User Agreement

Adults only.

Welcome to Nubee, an image processing tool. By using our tool, you agree to the following terms and conditions.

Terms & Conditions

Neptunia RT LTD (Achaion, 35, 5th floor, Flat/Office 17, Agios Andreas, 1101, Nicosia, Cyprus) as an administrator of the Website adopts these Terms of Use that specifies User's rights and obligations and constitute a legally binding agreement for both parties. These Terms of Use affect User's rights and impose certain obligations while using the Website, so the User must read them carefully. This **Agreement** shall be governed by and construed in accordance with the laws of the Republic of **Cyprus**.

We have placed this detail over and above all of our other terms because it is the most important (although it is also referenced below). Please note that the Nubee.ai platform is only open to consenting adults. We have zero tolerance for any minors on the Nubee.ai platform including referred telegram bot. Moreover, we have zero tolerance for any image of any minor being uploaded to our platform for any reason. Please be advised that we reserve the right to report each and every suspected minor to the National Center for Missing and Exploited Children and any and all other law enforcement agencies we feel appropriate. If you believe that a minor is using the site, we request and encourage users to report each and every user he or she encounters which he or she believes or suspects to be under the age of 18. If you are a minor, you must immediately leave this site now. You are not legally permitted on Nubee.ai for any reason, and if we find you on this site, we will report you to law enforcement as noted above.

With respect to all other matters, we have attempted to keep our rules to a minimum only imposing those we feel are necessary for the safety of our users and the continued operation of Nubee.ai.

Introduction

When you sign up for or otherwise use any service within the Nubee.ai website (collectively, the "**Site**" "**we**" "**our**" "**us**" or other appropriate first-person terms as appropriate), all of which services are hereinafter including Telegram bots referred to collectively as the "**Service**," you agree to all of the Terms and Conditions of this Agreement. Please read the following Terms and Conditions carefully, as they form the agreement between you, as the Site user (referred to in this Agreement as "**User**" "**you**" "**your**" or other appropriate second-person terms), and the Site (such agreement is referred to herein as the "**Agreement**"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE, AND SHOULD NOT PROCEED TO REGISTER OR OTHERWISE USE THE SERVICE. BY USING THE SERVICE, YOU ARE DEMONSTRATING YOUR WILLINGNESS TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY AMENDMENTS MADE FROM TIME TO TIME.

Agreement

1. **Right to Use.** Your right to use the Service is subject to any limitations, conditions and restrictions established by us from time to time, in our sole discretion. We may alter, suspend or discontinue

any aspect of the Service or the Site at any time, including the availability of any Service feature, database, bots or content. We may also impose limits on certain features and aspects of the Service or restrict your access to all or part of the Service without notice or liability.

2. **THIS SERVICE IS FOR ADULTS ONLY!** You represent, warrant and covenant that you are at least 18 years old or the age of majority in your jurisdiction, whichever is older (the “**Age of Majority**”). The Site and Service are intended for adults only. By using the Site and Service you agree that you have reached the Age of Majority. We reserve the right to terminate your account if we, in our sole and absolute discretion, believe you are in violation of this requirement. We additionally reserve the right to terminate your account and report you to the proper authorities in the event that we suspect, in our sole and absolute discretion, that someone who is not the Age of Majority has used your account.
3. **WE HAVE A ZERO TOLERANCE POLICY FOR CHILD PORNOGRAPHY AND A ZERO TOLERANCE POLICY REGARDING PEDOPHILES, PEDERASTS OR ANY PEDOPHILIC, PEDERASTIC, OR SIMILAR RELATED ACTIVITY.**
 - All depictions of any persons on the Site are provided under an obligation of the producer thereof to upload or images portraying persons over the age of 18 as of the date of the production of the depiction. We are able to report all images of minors to law enforcement, including the National Center for Missing and Exploited Children (“NCMEC”) regardless of the state of dress of such minor or the purported purpose for posting the pic or file of any other format. We will not contact you prior to reporting such images. We will simply terminate your account and provide the suspect images and all information to NCMEC. **DO NOT UPLOAD ANY FILES OF ANY MINOR FOR ANY REASON.**
 - If you are seeking any form of child pornography (including so-called “virtual” child pornography), you must exit the Site immediately. We do not provide this kind of material and we do not tolerate those who provide this kind of material, nor do we tolerate consumers of such material.
 - In order to further our zero-tolerance policy, you agree to report any images which you have reason to believe depict minors on the Site by clicking the “Support” link found at the bot. Include with your report any appropriate evidence, including the date and time of identification. All reports will be investigated and the appropriate action will be taken based upon our reasonable ability to verify the evidence provided.
 - We unreservedly cooperate with any law-enforcement agency investigating child pornography. If you suspect other outside websites are participating in unlawful activities involving minors, please report them to asacp.org.
4. **Code of Conduct.** You agree to use the Service in accordance with the Nubee.ai's Code of Conduct, below:
 - The Site provides access to an online service comprising information and materials created and posted, uploaded, or streamed by you.
 - You are solely responsible for any information that you post, display or transmit through the Site and/or Service. You agree to keep all information contained on or provided through the Site and/or Service as private and confidential;
 - You are aware that the Service may contain explicit adult-oriented materials, provided only by and to consenting users who are at least the Age of Majority;
 - In the event that you request, upload and/or share any image(s) of any minor, as mentioned above, we will not contact you. We will simply terminate your account and report you to NCMEC and any and all law enforcement that we, in our sole and exclusive discretion, determine appropriate;

- You will not use the Service to engage in any form of harassment or offensive behavior, including, but not limited to, the posting or sharing of any message, picture or recording, which contains may be libelous, slanderous, harassing, abusive or contain defamatory statements; or racist, obscene, offensive or other language which is not in accordance with your local laws and community standards;
 - Users are allowed to freely interact with other users on the Site, or they may choose to block other Independent Broadcasters or users from communicating with them, and it is completely up to each user to choose who they talk to on the Site. Users are free to ignore anyone and may ban anyone from communicating with them;
 - You will not post any message, picture or recording, or use the Service in any way that:
 - Violates, plagiarizes or infringes upon the rights of any third party, including, but not limited to, any copyright or trademark law, privacy or other personal or proprietary rights, or
 - Is fraudulent or otherwise constitutes unlawful conduct in connection with your use of the Service, or violates any law.
 - You will not use the Service to distribute, promote or otherwise publish any material that constitutes or contains solicitation of funds, advertising or solicitation for goods or services;
 - Your access to the Service is for your own personal use only. You may not allow others to use the Service using your account(s) and you may not transfer your account(s) to any other person;
 - You will not use the Service to infringe on any privacy right, property right, or other civil right of any person; and
 - You will not publish or forward any chain letters, advertisements, spam, or any similar commercial message through the Service.
5. This list is not exclusive, and we may, at any time, prohibit any activity that we determine, in our sole and absolute discretion, to be inappropriate. We reserve the right to terminate or suspend your access to all or part of the Service at any time, with or without notice, for engaging in any inappropriate activity.
6. Privacy and Use of Information. Your personal information will not be disclosed to any third party, except as set forth in our [Privacy Policy](#).
7. Content Posted on the Site.
- By agreeing to the Terms and Conditions of this Agreement, you represent and warrant that any images or file you upload to the Site do not in any way infringe on any third party's intellectual property or other rights. Although we are not subject to United States law, we voluntarily comply with the *Communications Decency Act*. The Site hereby asserts immunity with respect to all content provided by users or other third parties, as provided by law, including, but not limited to, under the *Communications Decency Act*. Users and others are prohibited from uploading, sharing or in any way sharing or describing to anyone on or through the Site/Service any images or matters which, in our sole opinion, might be illegal or offensive, including, but not limited to, any content involving bestiality, urination or other bodily excretions, defamatory material or otherwise obscene material or any conduct that violates the prohibitions set forth under Nubee.ai's Code of Conduct or any part of this Agreement. You may not use the Service or the Site to solicit any information that might be used for unlawful purposes or encourages unlawful activities.
 - We do not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, the "**Materials**") that you transmit, submit, display or publish ("post") on the Site or through or

in connection with the Service. After posting the Materials on the Site or through or in connection with the Service, you continue to retain any such rights that you may have in such Materials, subject to the license granted herein. By posting the Materials on the Site or through or in connection with the Service, you hereby grant to the Site a non-exclusive, fully-paid and royalty-free, sub-licensable, and worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute the Material, including, without limitation, distributing all or part of the Materials, in any media formats and through any media channels. In addition to the foregoing license, you hereby authorize us to send takedown demands, pursuant to the *United States' Digital Millennium Copyright Act* ("DMCA"), to any service provider hosting reproductions of the Materials that have been taken from the Site (e.g., a video clip bearing our watermark).

- You may not use the Site or Service for commercial purposes, including, but not limited to, marketing, advertising of goods or services, any investment opportunities, contests, or similar activities. Additionally, we reserve the right, in our sole discretion, to immediately suspend your account, seek injunctive relief, seek civil redress and/or report any conduct that violates these Terms and Conditions to any and all law enforcement agencies that may have jurisdiction over the matter. In the event any actions or proceedings are brought against the Site as a result of any content you have shared in, or as a result of you engaging in any prohibited activities, you agree to indemnify and hold the Site harmless with respect to all costs and expenses, including, but not limited to, attorneys' fees that the Site may incur as a consequence of your posting of such content or engaging in such prohibited activities.
8. Members' Obligations Under 18 U.S.C. §2257. *We are not subject to United States law, we voluntarily comply with the provisions of 18 U.S.C. §2257.* You should be aware that, pursuant to United States federal law, any visual depictions that you post, share or perform on the Site or through the Service which portray "actual sexually explicit conduct", "depictions of the genitals or pubic area", or "simulated sexually explicit activity", as those terms are defined in 18 U.S.C. §2256(2)(A)(i)-(iv) and §2257A, require that you maintain the records listed under 18 U.S.C. §2257, and any such postings must contain a "18 U.S.C. §2257 Record-Keeping Requirements Compliance Statement." Your failure to comply with the provisions of 18 U.S.C. §2257 may make you subject to criminal and civil prosecution for the violation of federal law.
9. Use of Information on Service. You acknowledge and agree that:
- We cannot ensure the security or privacy of information you provide through the Internet or otherwise. You release us from any and all liability in connection with the breach of the security of such information and/or messages and with respect to the use of such information by other parties;
 - We are not responsible for, and cannot control, the use of any information, by anyone, that you provide to other parties through the Service. Use caution in deciding what personal information you share with others through the Service.
 - We cannot assume any responsibility for the content of any message sent by any user on the Service. You release us from any and all liability in connection with the content(s) of any communication(s) you may receive from other users.
 - You will not bring legal action against the Site or any of its employees, officers or agents for any damages of any kind, under any theory, as a consequence of using the Service.
 - Any and all images uploaded to the Site or through the Service become licensed property of the Site and may be used by the Site, without any restriction(s), as marketing materials free of any restrictions. By accepting this Agreement and its Terms and Conditions you specifically authorize us to use any images you upload to the Site/Service for marketing the Site and Service, in our sole discretion.

10. On- or Off-Site Interactions/Meetings. The Site does not recommend or condone any form of user interaction between users outside of the Site and, as disclosed elsewhere in this Agreement, your use of the Site and your interactions through the Site are done at your own risk. Use of the Site to arrange face-to-face meetings for the purpose of engaging in illegal activity is strictly prohibited and will subject your account to immediate termination. If you elect to legally interact with any user of the Service outside of the Site, you do so at your own risk, and you acknowledge and agree that we are not responsible for any consequences of your election to interact with anyone, whether in person or otherwise, outside of the Site. You should, at a minimum, consider the following precautions if meeting or corresponding with anyone on any social networking site:
- Anyone who is able to commit identity theft can also falsify a user profile.
 - There is no substitute for acting with caution when communicating with any stranger who wants to meet you.
 - Never include your last name, email address, home address, phone number, place of work, or any other identifying information in your user profile or initial email messages. Immediately stop communicating with anyone who pressures you for personal or financial information or attempts in any way to trick you into revealing it.
 - If you choose to have a face-to-face meeting with another user, always tell someone in your family or a friend where you are going and when you will return. Never agree to be picked up at your home. Always provide your own transportation to and from the meeting, and meet in a public place with many people around.
 - All the money and gifts you send to other users, whether directly or indirectly, through the Site or outside of the Site, is done at your own risk. We will not intervene or become involved in any dispute between users.
11. Your Representations and Warranties. By using the Service, you thereby affirmatively acknowledge, represent, and warrant the truth and accuracy of each of the statements below:
- You are not prohibited by law from using the Service and that you have the legal right, authority and capacity to enter into this Agreement and to abide by all of its Terms and Conditions, as may be amended from time to time.
 - You are familiar with the laws in your area that may affect your legal right to access erotica or adult-oriented material, you have the legal right to access such material, and the Service has the legal right to transmit such material to you in your location.
 - You understand that by using the Service you will be exposed to visual images and other features and/or products of a sexually-oriented, openly erotic nature which may include graphic visual depictions and descriptions of nudity and sexual activity, and you are voluntarily choosing to proceed with your use of the Service because you want to view, read, hear or order such content, materials or products and because you enjoy such content, materials or products, available on the Site or through the Service for your own personal enjoyment, information and/or education.
 - Your choice to use the Service is a manifestation of your interest in sexual matters, which you believe is healthy and normal and which, in your experience, is generally shared by the average adult in your community.
 - You are familiar with the standards in your community regarding acceptance of sexually oriented materials, and the materials you expect to encounter through use of the Service are within your community standards.
 - In your judgment, the average adult in your community (i) accepts the consumption of adult-oriented materials by willing adults in circumstances such as those under which the Service is provided (i.e., offering reasonable insulation from such materials for minors and unwilling adults); and (ii) would not find such materials to appeal to a prurient interest or to be patently offensive.

- It is your desire to share or to invite others to share your own private and personal behaviors and to comment, rate, criticize, organize and recommend based on what you are exposed to by your use of the Service, while inviting others to do the same.
- You have not notified any governmental agency that you do not wish to receive sexually oriented material.
- The Site provides access to an online service comprising information and materials created and posted, uploaded, or streamed by you and other users.
- Video and images on the Site that are available for viewing (the “**Content**”) are stored on or streamed through our servers at the direction of our users.
- Any modification of the Content that is uploaded by our users, such as the addition of a watermark, is done via an automated process. As a result, because the User is aware that such modifications take place automatically upon transmission of the Content, the user shall be deemed the party responsible for such automatic modification and shall be considered the “author” of such automatically modified Content. The Site is not responsible for modifications that occur to Content as part of its automatic transmission process.
- Any review of uploaded Content that may be performed by the Site before or after making such Content available to the public is cursory and only intended to identify immediately or patently obvious violations of this Agreement. Accordingly, and despite any such gatekeeping, the User uploading any Content shall be deemed the party at whose direction that Content is available to others through use of the Service.
- The Site has never directed, and never will direct, its users to upload Content that infringes upon any right of a third party. Uploading Content that infringes on third-party rights constitutes a direct and material violation of this Agreement and will subject the uploading account to suspension and/or termination where appropriate.
- The Site has no right or ability to control the activities of Users who create, post, upload, or stream Content through the Site or Service. In the event that a user infringes upon a third party’s rights by creating, posting, uploading infringing Content, that User is the sole responsible party for such infringement, and the Site has no control over such activity and no liability therefore.
- The Site appropriately presumes that the User uploading any Content is the holder of all exclusive rights to that Content, except where the Content itself bears some obvious indication to the contrary, such as a visible proprietary mark identifying a person or entity other than the User as the exclusive rights holder.
- Where Content contains no obvious proprietary marking that indicates an exclusive owner different from the User, the Site shall not be deemed to have actual or imputed knowledge that such Content infringes upon any third party’s rights.
- Apart from identifying an obvious proprietary marking in any Content that indicates an exclusive owner, the Site has no other ability to determine whether the rights appurtenant to a particular piece of Content may belong to a party other than the uploading user. As the Site’s only other means of identifying Content that may infringe upon a third party’s rights, the Site relies entirely on properly presented notifications from third parties claiming that their rights have been violated.

12. Notice of Intellectual Property Infringement. The Site respects the intellectual property of others, and we ask our community members and others to do the same. We voluntarily observe and comply with the DMCA. IT IS NUBEE’S POLICY TO TERMINATE ACCOUNTS OF REPEAT COPYRIGHT INFRINGERS WHEN APPROPRIATE. If you believe that your work has been copied through use of the Service in a way that constitutes copyright infringement, or your

intellectual property rights have been otherwise violated, please provide the Service's Designated Copyright Agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where on the Service the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you made under penalty of perjury that the information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

13. **Virtual Money**. The Service may, but is not obligated to, include a virtual, in-app currency ("**Virtual Money**") including but not limited to credits, coins, cash, tokens or points, that may be purchased from us for "real-world" money if you are a legal adult in your country of residence. Other than a limited, personal, revocable, non-transferable, non-sublicenseable license to use the Virtual Money as part of the Service, you have no right or title in or to any such Virtual Money appearing or originating in the Service, or any other attributes associated with use of the Service or stored within the Service. We have the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Money in our sole discretion, and we shall have no liability to you or anyone for the exercise of such rights. Transfers of Virtual Money are strictly prohibited except where explicitly authorized within the Service. Except as expressly provided in this Agreement, you may not sell any Virtual Money for "real-world" money or otherwise exchange such items for value. Any attempt to exchange Virtual Money for actual currency, other than by following the process established by Nubee, is in violation of this Agreement and may result in a lifetime ban from the Site and possible legal action. All Virtual Money that has not been purchased directly by You (e.g., referral commissions, promo codes, etc.) is forfeited if your account is terminated or suspended for any reason in our sole and absolute discretion, or if we discontinue providing the Service.

14. **Credit sharing**. There are two types of Virtual Money on the Service: transmittable (regular) and non-transmittable (promo). Users may share their transmittable Virtual Money with other users of the Service only if both sides of this transaction have reached the Age of Majority and agreed with the terms of the Agreement.

15. **Sharing**. There are two types of Virtual Money on the Service: transmittable (regular) and non-transmittable (promo). The Site may, but is not obligated to, permit sharing of Virtual Money through the Service. To the extent that we decide to allow tipping, you acknowledge and agree that:

- Sharing is done at your own option and risk. Sharing is not required for use of the Service.
- Sharing may only be done using Virtual Money. Users may not solicit credits through any means of payment other than Virtual Money.
- Shared credits are a voluntary gratuity and may not be given in exchange for specific services. Promising to give a tip in exchange for performance of any specific act is strictly prohibited. Such conduct will result in an immediate and lifetime ban from use of the Service.

- Sharing is subject to and in no way alters Nubee's Code of Conduct (above). Giving or receiving tips in exchange for actual or promised conduct in violation of this Agreement is prohibited.
16. Monitoring of Information. We reserve the right, but have no obligation, to monitor any and all messages and chats that take place through the Service. We are not responsible for any offensive or obscene Material(s) that may be in anyway transmitted by any users (including unauthorized users, including the possibility of "hackers"). As noted above, we are also not responsible under any circumstances for the use of any personal information, by anyone, that you in anyway transmit through the Service.
 17. Termination of Access to the Service. We may, in our sole discretion, terminate or suspend your access to all or part of the Service at any time, with or without notice, for any reason or no reason at all, including, without limitation, breach of this Agreement. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to all or part of the Service at our sole discretion, and we reserve the right to refer any such activity to any appropriate law enforcement agencies.
 18. Proprietary Information. The Service contains information that is proprietary to us and/or users of the Service. We assert full copyright protection in the Service, including all of the design and code embodied therein. Any information shared or posted by us or by users of the Service may be protected whether it is identified as proprietary to us or to the user. You agree not to modify, copy or distribute any such information in any manner whatsoever without having first received the express permission of the owner of such information. You may not use any automated means to in anyway monitor, "scrape", download, use or otherwise collect data and/or content from the Site, including, without limitation, robots/bots, crawlers, or data mining tools. Similarly, you may not use any automated means to create a false impression.
 19. No responsibility. We are not responsible for any incidental, consequential, special, punitive, exemplary, direct or indirect damages of any kind whatsoever, which may arise out of or relate to your use of the Service, including but not limited to lost revenues, profits, business or data, or damages resulting from any viruses, worms, "Trojan horses" or other destructive software or materials, or communications by you or other users of the Service, or any interruption or suspension of the Service, regardless of the cause of the interruption or suspension. Any claim against us shall be limited to the amount you paid, if any, for use of the Service during the previous 12 months. We may discontinue or change the Service or its availability at any time, and you may stop using the Service at any time. Please see details regarding Cancellation below.
 20. Security. Your account is private and may not be used by anyone else under any circumstances. You are responsible for all usage or activity on the Service by users using your login and password, including but not limited to use of your login and password by any third party.
 21. Other Links. The Service may from time to time contain links to other sites and resources ("**External Links**"). We are not responsible for, and have no liability as a result of, the availability of External Links or their contents.
 22. No Warranties. The Service is distributed on an "as is" and "as available" basis. We do not warrant that the Service will be uninterrupted or error-free. There may be delays, omissions, and interruptions in the availability of the Service. WHERE PERMITTED BY LAW, YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; NOR DOES THE SITE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT

DEFECTS IN ANY SOFTWARE, HARDWARE OR THE SERVICES WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY USE YOU MAKE OF ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. We do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Service by the Site or any user of the Service or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement or information shall be at your sole risk.

23. Modifications. We may modify this Agreement from time to time. Notification of changes in this Agreement will be posted on the Service or sent via email, as determined by us in our sole discretion. If you do not agree to any modifications, you should terminate your use of the Service. Your continued use of the Service now, or following the posting or receipt of notice of any changes in this Agreement, will constitute a binding acceptance by you of this Agreement, as modified.
24. Nature of Relationship / Disclaimer of Agency. Nothing in this Agreement is intended by you or the Site to constitute an employment relationship, a joint venture, or collaboration between you and the Site. You acknowledge that you are in no way an employee or agent of the Site and as such, you have no authority to act on the Site's behalf or to bind the Site to any obligation or agreement. This provision also applies to users promoting or making referrals to the Site.
25. Disclosure and Other Communication. We reserve the right to send you email for the purpose of informing you of changes or additions to the Service, or of any related products and services offered by the Site or its affiliated entities. We reserve the right to disclose information about your usage of the Service and demographics in ways that do not reveal your personal identity. For a more detailed description of what information we may disclose, please review our [Privacy Policy](#), incorporated in its entirety into and part of this Agreement by this reference.
26. Complaints. To resolve or report a complaint regarding the Service or users of the Service, users should send a message detailing their complaint to support. In appropriate circumstances, we will take immediate action in order to help resolve the problem.
27. Registration. You may become a user of the Service by completing an online registration form, which must be accepted by the Site, or by connecting your Telegram account. Upon submission of the online registration form, the Site or its authorized agent will process the application. In connection with completing the online registration form, you agree to:
 - Provide true, accurate, current and complete information about yourself as prompted by the registration form ("**Registration Data**"); and
 - Maintain and promptly update the Registration Data to keep it true, accurate, current and complete at all times while you remain a user of the Service.
28. You must promptly inform the Site of all changes to the Registration Data, including, but not limited to, changes in your address, and changes in the credit card information you designated for billing for the Service. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Site or any of its authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Site has the right to suspend or terminate your account and refuse your current or future use of the Service and Site, as well as possibly subjecting you to criminal and civil liability. You are responsible for rejected payments and any related fees that we incur with respect to your account.
29. Member Account and Password. As part of the registration process, you may be issued a unique username and password, which you must provide in order to gain access to the non-public

portions of the Service. You certify that, when asked to choose a username, you will not choose a name that falsely represents you as somebody else, or a name that may otherwise be in violation of the rights of a third party. We reserve the right to disallow the use of usernames that we, in our sole discretion, deem inappropriate. We reserve the right to cancel, at any time, the membership of any user who uses their selected username in violation of these Terms and Conditions or in any other way we deem inappropriate in our sole discretion. Your membership, username and password are non-transferable and non-assignable. You represent and warrant that you will not disclose to any other person your username or password and that you will not provide access to the Service to anyone who is below the Age of Majority, or who does not willingly wish to view the content on the Site. You are solely responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. We will not release your password for security reasons. You agree to (a) immediately notify the Site of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You agree that you are solely liable and responsible for any unauthorized use of the Service using your account until you notify the Site by email regarding the unauthorized use or access. Unauthorized access to the Service is illegal and a breach of this Agreement. You agree to indemnify the Site with respect to all activities conducted through your account. You may obtain access to your billing records upon reasonable request.

30. Promotion of the Site and Service. Registered users of the Service may be eligible to participate in our affiliate advertising program and potentially earn commissions based on the number and quality of registered user referred to the Site.
- License to Promotional Items. All registered users of the Site/Service who are currently in compliance with the terms of this Agreement are hereby granted a revocable, non-exclusive, non-transferable license to utilize the Site's name, access and download promotional banners, videos, photographs, other promotional materials, and/or promotional materials created by you, provided that such materials are approved by the Site in writing ("**Promotional Items**"), for use on site(s) owned by such registered users ("**Referral Sites**"). The Promotional Items are licensed to eligible registered users for the limited purposes of advertising, marketing and promoting the Site and Service. Any and all licenses granted to registered users pursuant to this Agreement shall immediately cease and revert to us upon the termination or cancellation of this Agreement. You agree not to share any of the Promotional Items with anyone in any way, which is not in accordance with the terms of this Agreement and applicable law. You hereby acknowledge and agree that all rights to the Promotional Items belong solely to the Site and/or the Site's licensor(s). You further acknowledge and agree that any Promotional Item(s) created by you and approved by the Site are a specially ordered and commissioned "work made for hire" within the meaning of the *1976 Copyright Act* for the good and valuable consideration provided you herein.
 - Keywords; Domain Names. Notwithstanding the foregoing license to use the names of our Site in connection with referring traffic to the Service, you are not, as a part of this license, permitted to (i) bid on, purchase or otherwise register/use "Nubee," "nubee.ai," or any other similar spelling, or use same in connection with the words "Official," "Officially" or "Official Site" as keywords or advertising words on any internet search engines, including without limitation, google.com, bing.com, ask.com, yahoo.com, etc.; use the Site name in association with any similar or competing website or service; or (ii) register any domain name which incorporates or is a "misspelling" or variation of "Nubee." You agree that in the event you violate any part of this section of this Agreement, your account will be immediately terminated, any monies earned but not yet paid will be

forfeited, and that you will cooperate fully in transferring any items forbidden by this section to the Site as the rightful owner. Subject to the foregoing limitations and pursuant to the license granted herein, eligible registered users will be permitted to use any website domain name they choose in connection with promoting the Site and Service, so long as such website domain name(s) registered does not infringe on our or any third party's intellectual property rights, or defame, insult or otherwise harass anyone, and does not promote or suggest any illegal activity.

- **Restrictions.** You are prohibited from using any images, text, script(s), applications, logos and functional elements appearing on a Referral Sites, to which you do not have all legal rights, free from any and all encumbrances and third party claims. Further, you represent and warrant that you will only advertise on services and providers that permit advertisement of services such as the Site. You understand and agree that if you advertise on any service or provider that does not permit such advertising, your account will be terminated without notice and without payment or liability. Furthermore, you acknowledge and agree that we may, at any time, review the contents of any Referral Site and disapprove of any material thereon that might, in our sole discretion, reflect negatively upon the Site or the Service. Upon request from us, such material must be immediately removed in order for you to remain eligible to receive commissions hereunder.
 - **User Referral Link.** Each user shall be assigned one or more unique URLs (each a "**User Referral Link** ") that must be used when referring new users in order to connect such new users to the existing user who referred them. You acknowledge and agree that we are not obligated to pay any commissions to you for any new user signups or spending that did not directly result from clicking on your User Referral Links.
 - **Commissions on User Spending.** The Site will compensate eligible users, subject to the terms of this Agreement in all respects, a commission in the form of Virtual Money for certain types of referrals generated by such eligible users.
 - We reserve the right to modify these amounts at any time without further notice to you.
 - **Invalid Referrals.** You acknowledge and agree that you shall not be entitled to any compensation from the Site for any referral if the Site determines or believes, in the Site's sole discretion, that such referral is the result of possibly fraudulent activity or any violation of this Agreement.
31. **Billing Errors.** If you believe that you have been erroneously billed, please notify us immediately of such error. If we do not hear from you within 30 days after such billing error first appears on any account statement, such fee will be deemed acceptable by you for all purposes, including resolution of inquiries made by your credit card issuer. You release us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to us within 30 days of its publication.
32. **Chargebacks.** In the event of a chargeback placed by you with your credit card (done intentionally or by mistake) for any deposit made by you in your Nubee.ai account, we reserve the right to block your account and then a thorough investigation will be carried out on behalf of the Nubee.ai to determine the legitimacy of the chargeback. The blocked amount will only be released if the chargeback is found to be valid. All references to a "chargeback" refer to a reversal of a credit/debit card charge. There is no reason for a chargeback to ever be filed. If a credit is due, simply contact Nubee.ai for payment. You agree to immediately contact Nubee.ai if You feel that Your credit/debit card was used fraudulently in connection with the Services. You agree to repay Nubee.ai all costs and expenses incurred as a result of any chargeback you file. YOU AGREE THAT YOU WILL NOT CHARGEBACK ANY AMOUNTS CHARGED TO YOUR CREDIT/DEBIT CARD BY Nubee.ai IN CONNECTION WITH THE SERVICES AND PURSUANT

TO THIS AGREEMENT. IF YOU CHARGEBACK A CREDIT/DEBIT CARD CHARGE FOR A PAYMENT INITIATED BY YOU, YOU AGREE THAT Nubee.ai MAY RECOVER THE AMOUNT OF THE CHARGEBACK, IN ADDITION ANY CHARGEBACK FEES LEVIED BY A PAYMENT SERVICE PROVIDER, BY ANY MEANS DEEMED NECESSARY, INCLUDING BUT NOT LIMITED TO RECHARGING YOUR CREDIT/DEBIT CARD OR HAVING THE AMOUNT RECOVERED BY A COLLECTION AGENCY.

33. **Severability.** If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.
34. **Arbitration.** All Disputes (including any dispute relating to the arbitrability of this Agreement or any provision of this Agreement or any other dispute relating to arbitration) must be submitted to arbitration before and in accordance with the arbitration rules of the Cyprus Arbitration and Mediation Centre. The term "**Dispute**" means any controversy or claim arising out of or relating to the Site or the Services or this Agreement, or any breach thereof, including any claim that this Agreement, or any part of this Agreement is invalid, illegal or otherwise voidable or void.

The provisions of this Arbitration Section must be construed as independent of any other covenant or provision of this Agreement; provided that if a court of competent jurisdiction or arbitrator determines that any such provisions are unlawful in any way, such court or arbitrator is to modify or interpret such provisions to the minimum extent necessary to have them comply with the law.

Judgment upon an arbitration award may be entered in any court having competent jurisdiction and will be binding, final and non-appealable. You and the Site hereby waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them, each shall be limited to the recovery of any actual damages sustained by it.

This arbitration provision is self-executing and will remain in full force and effect after the expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear.

You and the Site hereby agree that no action (whether for arbitration, damages, injunctive, equitable or other relief, including rescission) will be maintained by any party to enforce any liability or obligation of the other party, whether arising from this Agreement or otherwise, or any other Dispute, unless brought before the expiration of the earlier of one year from the occurrence of the facts giving rise to such claims or within 90 days from either the actual discovery of the facts giving rise to such claims or from the date on which the party should have, in the exercise of reasonable diligence, discovered such facts.

The obligation to arbitrate is not binding upon the Site with respect to claims relating to its trademarks, service marks, patents, copyrights, or other intellectual-property rights, or requests for temporary restraining orders, preliminary injunctions or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute between the parties.

The prevailing party will be entitled to receive from the non-prevailing party its costs relating to the arbitration proceeding including but not limited to, the arbitrator's fees, attorneys' fees and costs, witness fees, transcription fees, etc. and sales and use taxes thereon, if any.

You and the Site each acknowledge and agree that it is the intent of the parties that arbitration and litigation between the parties will be of the parties' individual claims, and that none of their respective claims may be arbitrated or litigated on a class-wide basis.

35. Cancellation By User. You may cancel your membership and your account at any time by deleting our bot in your Telegram account. You agree to be personally liable for any and all charges incurred by your account, username and password until you terminate your membership as provided herein. In the event that you cancel your account, refunds may be granted for Virtual Money that was directly purchased by you. No funds will be credited to you or will be converted to cash or other form of reimbursement unless those funds were paid by you for the purchase of Virtual Money on our Site.
36. Termination By the Site. Without limiting other remedies, the Service may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate your access and use of the Service and refuse to provide services to you at any time, with or without advance notice, if: (a) the Site believes that you have breached any of these Terms and Conditions; (b) we are unable to verify or authenticate any information you provide to us; (c) we believe that your actions may cause legal liability for you, our users or us; or (d) the Site decides to cease operations or to otherwise discontinue any of the Site or parts thereof. You agree that neither the Site, nor any third party acting on our behalf, shall be liable to you for any termination of your membership or access to the Service. You agree that if your account is terminated by us, you will not attempt to re-register as a user without prior written consent from the Site.
37. After Termination or Cancellation. You accept that when you cancel your membership with the Service you will be automatically locked out of the Service. You will be unable to access your account on the Service. You also agree and accept that upon cancellation your account, we have no obligation to maintain or store any mail or other materials and that such information may be irretrievable.
38. Indemnification. You agree to defend, indemnify, and hold the Site and its affiliates, successors, assigns, officers, employees, agents, directors, shareholders and attorneys harmless from and against any and all claims and liabilities, including reasonable attorneys' and experts' fees, related to or arising from: (i) any breach by you of this Agreement; (ii) your use (or misuse) of the Service, Site and/or Promotional Materials; (iii) all conduct and activities occurring using your account and/or Referral Sites, if any; (iv) any item or service sold or advertised in connection with your Referral Sites, if any; (v) any defamatory, libelous or illegal material(s) contained within your Content or your information or data; (vi) any claim or contention that your Referral Sites, if any, contain information, data or other materials which infringes any third party's patent, copyright, trademark, or other intellectual property rights or violates any third party's rights of privacy or publicity; (vii) third-party access or use of any Promotional Materials provided to you; (viii) any claim related to your website(s); (ix) any costs incurred on your behalf as a result of your failure to comply with local or federal laws of the United States; and/or (x) any violation of this Agreement. We reserve the right, at our expense, to participate in the defense of any matter otherwise subject to indemnification from you, but shall have no obligation to do so, and we are permitted by this Agreement to later seek indemnification from you. You shall not settle any such claim or liability without the prior written consent of the Site. You understand that we will take any and all measures to protect ourselves from any legal or civil litigation including, but not limited to canceling your account, in our sole discretion. You also understand that we will charge on an

hourly basis for any and all time spent responding to any third-party complaints, disputes, copyright claims or actions involving you or your Referral Sites.