

## 1. INTRODUCTION

### 1.1 Purpose of This Agreement

This Terms of Service Agreement (“Agreement”) constitutes a legally binding contract between **Sole Proprietor Luzhniy Vladyslav Olehovich**, operating under the trade name “GPChat” (registered address: 7 Zaporizkoho Kozatstva Street, Apt. 15, Zaporizhzhia, Zaporizhzhia Region, 69097, Ukraine; telephone: +380955959048; email: support@gpchat.co), and any natural person or legal entity (“User”, “You”) who accesses, downloads, installs, or uses the GPChat mobile application (“the App”), website located at <https://gpchat.co> (“the Website”), or any related services provided by GPChat (collectively referred to as the “Services”).

### 1.2 Acknowledgement of Binding Terms

By accessing or using any part of the Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to these terms, you must immediately cease all use of the Services. This Agreement also incorporates by reference our **Privacy Policy**, which explains how we collect, process, and safeguard personal data, in compliance with applicable Ukrainian data protection laws, the General Data Protection Regulation (EU 2016/679) (“GDPR”), and other relevant international standards.

### 1.3 Language and Interpretation

This Agreement is drafted in English for the purpose of international comprehension and compliance with platform policies, including but not limited to those of **Google Play** and **Apple App Store**. For the avoidance of doubt, the Ukrainian text of this Agreement, if prepared, shall serve as a legally valid equivalent under the jurisdiction of Ukraine, but in case of conflict, the English version shall prevail in international contexts.

### 1.4 Jurisdiction and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **Ukraine**, without regard to its conflict of laws principles. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the competent courts located in Zaporizhzhia, Ukraine, unless applicable law provides otherwise.

### 1.5 Scope of Services

GPChat provides Users with access to artificial intelligence–powered conversational tools, content generation features, and related utilities. These may include, without limitation:

- Text-based chat functionalities;
- AI-driven content generation (including text, images, and structured data);
- Integration with third-party APIs for extended features;
- Web-based dashboards and mobile application interfaces;
- Cloud-based data synchronization.

### 1.6 Right to Amend

We reserve the right to update, amend, or replace any part of this Agreement at our sole

discretion. Any such changes will become effective upon posting the revised version on the Website or within the App, and your continued use of the Services thereafter constitutes your acceptance of the modifications.

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## **2. ELIGIBILITY AND USER REQUIREMENTS**

### **2.1 Minimum Age Requirement**

To use the Services, you must be at least **16 years of age** or the minimum legal age in your jurisdiction for entering into binding agreements, whichever is higher. If you are under the applicable age, you may only use the Services under the direct supervision of a parent or legal guardian who agrees to be bound by this Agreement on your behalf.

### **2.2 Legal Capacity**

You represent and warrant that you have the legal capacity to enter into this Agreement and to comply fully with its terms and conditions. If you are using the Services on behalf of a company, organization, or other legal entity, you represent that you have the authority to bind such entity to this Agreement.

### **2.3 Prohibited Jurisdictions**

You may not use the Services if you are located in a jurisdiction that is subject to comprehensive trade sanctions, embargoes, or export restrictions imposed by Ukraine, the European Union, the United States, or other applicable jurisdictions. This includes, but is not limited to, restrictions applicable to certain regions or territories listed under Ukrainian export control legislation.

### **2.4 Account Registration**

Certain functionalities of the Services may require you to create a User account. You agree to:

- Provide accurate, complete, and current information during the registration process;
- Maintain and promptly update your account information to ensure accuracy;
- Safeguard your login credentials and not disclose them to any third party;
- Notify us immediately if you suspect unauthorized access to your account.

### **2.5 Verification Procedures**

We reserve the right to request additional information or documentation to verify your identity, including but not limited to government-issued identification, proof of address, or proof of legal entity registration. Failure to provide such documentation may result in suspension or termination of your account.

### **2.6 User Responsibilities**

You are solely responsible for:

- Ensuring your use of the Services complies with all applicable laws, regulations, and third-party rights;
- Maintaining the confidentiality of your account credentials;

- All activities that occur under your account, whether authorized or not;
- Any content you upload, transmit, or otherwise make available via the Services.

## 2.7 Revocation of Eligibility

We reserve the right to suspend or terminate your access to the Services if we reasonably believe that:

- You have violated this Agreement;
  - You are engaged in fraudulent, abusive, or unlawful activities;
  - Your continued use of the Services poses a risk to us, other Users, or third parties.
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## 3. LICENSE GRANT AND RESTRICTIONS

### 3.1 Grant of License

Subject to your full compliance with this Agreement, **Sole Proprietor Luzhniy Vladyslav Olehovich** grants you a limited, non-exclusive, non-transferable, revocable license to:

- Download, install, and use one copy of the GPChat App on a mobile device or computer that you own or control;
- Access and use the Website and Services for personal or internal business purposes, in accordance with the permitted use cases described herein;
- Receive and install updates, upgrades, or patches to the App that we may provide from time to time.

### 3.2 Intellectual Property Rights

All rights, title, and interest in and to the Services, including but not limited to the App, Website, trademarks, logos, graphics, user interfaces, AI-generated outputs (subject to your ownership rights as described herein), underlying software code, databases, and all associated intellectual property, are and shall remain the exclusive property of **Luzhniy Vladyslav Olehovich** and/or its licensors. This Agreement does not convey to you any ownership rights in the Services.

### 3.3 Prohibited Uses

You agree not to:

- Copy, modify, adapt, translate, or create derivative works based on the Services, except as expressly permitted herein;
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive source code from the App or any component thereof, unless expressly permitted by applicable law;
- Use the Services to create or train competing AI models, chatbots, or similar services;
- Circumvent, disable, or interfere with any security-related features or measures of the Services;

- Access or use the Services for purposes of developing a product or service that competes with GPChat;
- Rent, lease, lend, sell, sublicense, or otherwise transfer your rights in the Services without our prior written consent.

### 3.4 Third-Party Integrations

The Services may incorporate APIs and software components provided by third parties, including but not limited to AI models, text-to-image services, and language translation APIs. Your use of such features may be subject to separate terms and conditions imposed by those third parties. We are not responsible for the availability, accuracy, or content of any third-party services, nor for any damages arising from their use.

### 3.5 App Store and Google Play Requirements

If you obtained the App through the **Apple App Store** or **Google Play Store**, your use of the App is also governed by their respective terms of service, including the **Apple Media Services Terms and Conditions** and the **Google Play Terms of Service**. In the event of any conflict between those store policies and this Agreement, the stricter provision shall apply to the extent permitted by law.

### 3.6 Reservation of Rights

We reserve all rights not expressly granted to you under this Agreement. Any use of the Services not explicitly permitted herein is strictly prohibited and may result in immediate termination of your license.

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## 4. USER CONDUCT

### 4.1 Lawful Use Only

You agree to use the Services solely for lawful purposes and in compliance with all applicable local, national, and international laws, regulations, and treaties. You must not use the Services to engage in any activity that could be deemed harmful, fraudulent, abusive, harassing, defamatory, obscene, or otherwise objectionable.

### 4.2 Prohibited Activities

Without limitation, you agree not to:

- Use the Services to generate, share, or distribute content that promotes violence, discrimination, terrorism, or hatred;
- Upload, transmit, or otherwise make available any material that contains viruses, worms, Trojan horses, ransomware, spyware, or other malicious code;
- Attempt to gain unauthorized access to any systems, networks, or data associated with the Services;
- Interfere with or disrupt the proper functioning of the Services, including through denial-of-service attacks, excessive API calls, or other disruptive behaviors;

- Misrepresent your identity, affiliation, or the origin of any content you provide;
- Engage in any automated use of the Services, such as through bots, scrapers, or bulk data extraction tools, except as expressly permitted via official APIs and with prior written approval.

#### **4.3 Content Responsibility**

You are solely responsible for all content you generate, submit, or make available through the Services, including AI-generated outputs. While GPChat provides tools to filter inappropriate content, we make no guarantee that all objectionable material will be blocked or removed.

#### **4.4 Monitoring and Enforcement**

We reserve the right, but not the obligation, to monitor all use of the Services and to remove, disable, or restrict access to any content or account that violates this Agreement. We may also cooperate with law enforcement authorities in investigating suspected illegal activities.

#### **4.5 Reporting Violations**

If you believe another User is violating this Agreement or engaging in harmful behavior, please contact us at [support@gpchat.co](mailto:support@gpchat.co) with detailed information. We will review and address such reports as appropriate under applicable law.

#### **4.6 Consequences of Violation**

Violation of this Agreement may result in any or all of the following, at our sole discretion:

- Temporary suspension of your account;
- Permanent termination of your account and revocation of your license;
- Reporting to relevant authorities;
- Civil or criminal liability under applicable laws.

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### **5. SUBSCRIPTIONS, FEES, AND PAYMENTS**

#### **5.1 Subscription Plans**

GPChat offers free and paid subscription tiers. Access to certain premium features, extended usage limits, or priority support may require payment of subscription fees. Details of the available plans, including current pricing and features, are provided on the GPChat website and within the App. We reserve the right to modify subscription offerings and fees at any time, subject to applicable law.

#### **5.2 Payment Terms**

All fees are payable in advance and are non-refundable, except as otherwise required by applicable law or expressly stated in this Agreement. By purchasing a subscription, you authorize us (or our designated payment processors) to charge your provided payment method for the applicable fees, taxes, and any other charges incurred in connection with your use of the Services.

### 5.3 Auto-Renewal

Unless you cancel your subscription before the end of the current billing period, your subscription will automatically renew for the same term at the then-current rates. Renewal charges will be billed to the payment method you have provided. You can manage or cancel your subscription at any time through your account settings in the App, Website, or through the platform from which you originally subscribed (Google Play Store, Apple App Store).

### 5.4 Taxes and Fees

All prices are exclusive of any applicable taxes, duties, or levies imposed by governmental authorities. You are responsible for payment of all such taxes, duties, or levies, excluding taxes based on our net income.

### 5.5 Third-Party Payment Processors

We may use third-party payment processors to facilitate payments. Your use of such services is subject to the terms and privacy policies of those processors. We are not responsible for any errors, delays, or failures caused by third-party payment systems.

### 5.6 Currency

All transactions shall be conducted in the currency specified at the time of purchase. Currency conversion fees, if applicable, are your responsibility and may be charged by your payment provider.

### 5.7 Failure to Pay

If payment is not received within the required timeframe, we may suspend or terminate your access to the Services, at our sole discretion, without prejudice to any other rights we may have under this Agreement or applicable law.

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## 6. CONTENT OWNERSHIP AND INTELLECTUAL PROPERTY

### 6.1 User-Generated Content

You retain ownership rights to all content that you create, upload, or submit through the Services (“User Content”), including any AI-generated outputs based on your prompts, to the extent permitted by applicable law.

### 6.2 License to GPChat

By submitting or generating User Content through the Services, you grant **Sole Proprietor Luzhniy Vladyslav Olehovich** a worldwide, non-exclusive, royalty-free, transferable license to use, host, store, reproduce, modify, create derivative works from, publicly display, publicly perform, and distribute such content solely for the purpose of operating, improving, and promoting the Services.

### 6.3 Responsibility for User Content

You are solely responsible for your User Content and the consequences of generating, sharing, or publishing it. You represent and warrant that:

- You own or have the necessary licenses, rights, and permissions to use and authorize us to use all intellectual property rights in your User Content;
- Your User Content does not infringe, misappropriate, or violate any third-party rights, including copyrights, trademarks, trade secrets, privacy rights, or publicity rights.

#### 6.4 Third-Party Rights

Some outputs generated by the AI may unintentionally resemble copyrighted works or trademarks of third parties. We do not claim ownership of such third-party rights, and you are responsible for ensuring your use of such outputs complies with applicable law.

#### 6.5 No Confidentiality

Any User Content you share publicly via the Services will be considered non-confidential and non-proprietary. You should avoid submitting sensitive or confidential information unless required for the intended use of the Services and permitted by law.

#### 6.6 Intellectual Property of GPChat

The App, Website, all AI models, algorithms, software code, design elements, graphics, logos, and trade names (excluding your User Content) are owned by or licensed to **Luzhniy Vladyslav Olehovich** and are protected under applicable intellectual property laws. You acknowledge that you do not acquire any rights in such intellectual property other than the limited rights expressly granted in this Agreement.

#### 6.7 Enforcement of Rights

We reserve the right to take any necessary legal action to protect our intellectual property rights, including seeking damages, injunctive relief, and criminal prosecution where applicable.

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### 7. THIRD-PARTY SERVICES AND LINKS

#### 7.1 Integration with Third-Party Platforms

The Services may integrate with, or allow you to access, certain third-party platforms, including but not limited to **Google Play Store**, **Apple App Store**, and external **AI API providers** (such as large language models, image generation APIs, and speech-to-text services). These integrations are provided for your convenience and to enhance the functionality of GPChat.

#### 7.2 Third-Party Terms

Your use of any third-party platform or API in connection with the Services is subject to the separate terms and privacy policies of those third parties. This includes, without limitation:

- Google Play Developer Distribution Agreement and Google Play Terms of Service;
- Apple App Store Review Guidelines and Apple Media Services Terms and Conditions;
- Terms of Service and Privacy Policies of API providers used within GPChat (e.g., AI language processing APIs, image generation APIs, speech recognition APIs).

You are responsible for reviewing and complying with all such terms. GPChat and **Luzhniy Vladyslav Olehovich** are not responsible for any actions, decisions, or policies of such third parties.

### **7.3 Third-Party Content**

The Services may contain links to third-party websites, resources, or content that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party content, products, or services. You acknowledge and agree that we shall not be liable for any loss or damage arising from your use of third-party resources.

### **7.4 Third-Party API Outputs**

Some outputs generated in GPChat may originate from external APIs operated by independent providers. While we strive to ensure these integrations function reliably, we cannot guarantee uninterrupted access to any third-party API. Such services may be modified, suspended, or discontinued by their respective owners at any time without notice.

### **7.5 No Endorsement**

Reference to any third-party products, services, or platforms within the App or Website does not constitute or imply endorsement, sponsorship, or recommendation by GPChat or **Luzhniy Vladyslav Olehovich**.

### **7.6 Liability Limitation**

We shall not be held responsible for any issues, disputes, or damages arising from your use of third-party services, including, without limitation, app store billing errors, account suspensions on third-party platforms, or changes in their policies.

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## **8. DISCLAIMERS AND LIMITATION OF LIABILITY**

### **8.1 General Disclaimer**

The Services are provided on an “as-is” and “as-available” basis, without warranties of any kind, whether express, implied, or statutory. We do not guarantee that the Services will be uninterrupted, error-free, secure, or meet your specific requirements.

### **8.2 No Professional Advice**

Any content, responses, or outputs generated by GPChat, including but not limited to AI-generated text, images, or suggestions, are for informational purposes only. They do not constitute professional advice (including legal, medical, financial, or technical advice). You should seek appropriate professional guidance before acting on any information obtained through the Services.

### **8.3 AI Limitations**

The AI models used in GPChat are statistical language and image generation systems that may produce inaccurate, incomplete, or biased information. You acknowledge that outputs may not always reflect factual accuracy, and you assume full responsibility for verifying any content before relying on it.



#### 8.4 Limitation of Liability

To the maximum extent permitted by applicable law, **Luzhniy Vladyslav Olehovich**, GPChat, its affiliates, officers, employees, and agents shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or relating to your use of (or inability to use) the Services.

#### 8.5 Maximum Aggregate Liability

Our total liability to you for any claims under this Agreement shall not exceed the total amount paid by you (if any) to GPChat in the twelve (12) months preceding the claim, or one hundred U.S. dollars (USD 100), whichever is greater.

#### 8.6 Jurisdiction-Specific Exclusions

Some jurisdictions, including Ukraine, may not allow the exclusion or limitation of certain warranties or liabilities. In such cases, the above limitations shall apply to the fullest extent permitted by law.

#### 8.7 Indemnification

You agree to defend, indemnify, and hold harmless **Luzhniy Vladyslav Olehovich** and GPChat from and against any claims, damages, liabilities, losses, and expenses (including reasonable legal fees) arising out of or related to:

- Your use of the Services;
- Any User Content you create, upload, or share;
- Your violation of this Agreement or applicable law;
- Your infringement of any third-party rights.

### 9. TERMINATION AND SUSPENSION

#### 9.1 Termination by User

You may stop using the Services at any time by deleting the GPChat mobile application from your device and/or discontinuing use of the Website. Termination of your use does not relieve you of any obligations or liabilities incurred prior to such termination.

#### 9.2 Termination by GPChat

We reserve the right, at our sole discretion, to suspend or terminate your access to the Services, with or without notice, for any reason, including but not limited to:

- Violation of these Terms of Service;
- Fraudulent, abusive, or illegal activity;
- Use of the Services in a manner that may cause legal liability or harm to GPChat, **Luzhniy Vladyslav Olehovich**, other users, or third parties;
- Failure to comply with applicable laws, regulations, or third-party platform policies (including but not limited to the Google Play Store and Apple App Store).

### 9.3 Effect of Termination

Upon termination of your access to the Services:

- All rights granted to you under this Agreement shall immediately cease;
- Your account and any associated data may be permanently deleted, unless retention is required by law;
- We may, but are not obligated to, provide you with a copy of any stored data, subject to applicable legal restrictions.

### 9.4 Suspension of Services

We may suspend the Services (in whole or in part) for operational, maintenance, or security reasons, or due to unavailability of third-party APIs or platforms. Such suspension may occur with or without notice.

### 9.5 Survival of Terms

All provisions of this Agreement that, by their nature, should survive termination (including but not limited to limitations of liability, indemnification, and dispute resolution) shall survive the termination of your access to the Services.

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## 10. GOVERNING LAW AND DISPUTE RESOLUTION

### 10.1 Governing Law

These Terms of Service, and any dispute or claim arising out of or relating to them, shall be governed by and construed in accordance with the laws of **Ukraine**, without regard to its conflict of law principles.

### 10.2 Jurisdiction

You agree that any legal action or proceeding between you and **Luzhniy Vladyslav Olehovich** shall be brought exclusively in the competent courts of **Zaporizhzhia, Ukraine**. You hereby consent to the personal jurisdiction and venue of such courts.

### 10.3 Informal Dispute Resolution

Before initiating formal legal proceedings, you agree to first contact us in writing at:

**Email:** support@gpchat.co

**Phone:** +380 95 595 9048

**Address:** 7 Zaporizkoho Kozatstva Street, Apt. 15, Zaporizhzhia, 69097, Ukraine

We will attempt in good faith to resolve any dispute, claim, or controversy through informal negotiations within thirty (30) days of your submission.

### 10.4 Arbitration Option

At our sole discretion, disputes may be submitted to final and binding arbitration under the Rules of the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry. The arbitration shall be conducted in **English** or **Ukrainian**, as agreed by the parties.

### 10.5 Injunctive Relief

Notwithstanding the foregoing, we may seek injunctive or equitable relief in any court of competent jurisdiction to prevent or stop unauthorized use of the Services, infringement of intellectual property, or other unlawful conduct.

### 10.6 Class Action Waiver

You agree that any dispute resolution proceedings shall be conducted only on an individual basis, and not in a class, consolidated, or representative action.

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## 11. APP STORE & GOOGLE PLAY COMPLIANCE

### 11.1 Availability Through Third-Party Platforms

The GPChat mobile application (“App”) is distributed through third-party platforms, including but not limited to the **Google Play Store** and **Apple App Store**. Your download, installation, and use of the App are also governed by the respective terms, conditions, and policies of such platforms, which you agree to comply with in addition to this Agreement.

### 11.2 Platform Requirements

You acknowledge and agree that:

- We are solely responsible for the content, functionality, and performance of the App, except as otherwise required by the platform provider’s rules;
- The platform provider has no obligation whatsoever to furnish any maintenance or support services with respect to the App;
- In the event of any failure of the App to conform to any applicable warranty, you may notify the platform provider, and the platform provider may refund the purchase price (if applicable), but shall have no other warranty obligation whatsoever.

### 11.3 Compliance with Store Guidelines

We commit to maintaining compliance with all applicable Google Play and Apple App Store guidelines, including but not limited to:

- Restrictions on prohibited content and activities;
- Requirements for user privacy and data handling;
- Accurate and non-misleading descriptions of the App’s features and capabilities;
- Prompt removal or modification of any content that violates platform rules.

### 11.4 Third-Party Beneficiary Clause

You acknowledge and agree that the platform provider (Google, Apple) and their subsidiaries are third-party beneficiaries of this Agreement, and that upon your acceptance of the terms herein, they will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

### 11.5 Account Responsibility

Any accounts created within the App may be independent from your Google or Apple account credentials. You are solely responsible for maintaining the security and confidentiality of your App account details.

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## 12. API USAGE POLICY

### 12.1 Integration with Third-Party APIs

The Services may integrate with APIs provided by third parties, including but not limited to:

- **OpenAI API;**
- **Google AI / Gemini API;**
- **Midjourney API;**
- Other AI or service providers as applicable.

### 12.2 API Provider Terms

Your use of any features powered by third-party APIs is subject to the terms, policies, and usage limitations of the respective API providers. By using such features, you agree to comply with:

- The **OpenAI Terms of Use:** <https://openai.com/policies/terms-of-use>
- The **Google AI/Gemini Terms of Service:** <https://policies.google.com/terms>
- Any other applicable API provider terms as updated from time to time.

### 12.3 Data Handling Through APIs

By enabling or using API-powered features within the Services, you acknowledge and consent to the transmission of certain data (including prompts, queries, and usage metrics) to the relevant API provider. Such transmissions will occur solely for the purpose of providing the requested functionality.

### 12.4 Rate Limits and Fair Usage

We may impose limits on the number of API calls or the volume of data transmitted to prevent abuse, ensure fair usage, and comply with the provider's restrictions. Attempting to circumvent such limits is strictly prohibited.

### 12.5 No Warranty on Third-Party Services

We do not control, endorse, or guarantee the accuracy, reliability, or availability of any output or functionality provided by third-party APIs. You acknowledge that:

- API services may be temporarily unavailable or permanently discontinued by the provider;
- Changes in provider terms may require modifications or discontinuation of certain features within the Services.

## 12.6 Security of API Keys

If you are provided with API keys or credentials for integration, you are solely responsible for maintaining their confidentiality and preventing unauthorized use.

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## 13. INTELLECTUAL PROPERTY RIGHTS

### 13.1 Ownership of the Services

All rights, title, and interest in and to the GPChat website, mobile application, software, documentation, and all related content (collectively, the “Services”) are and shall remain the exclusive property of **FOP Luzhnyi Vladyslav Olehhovych**, registered in Ukraine, and its licensors. This includes, but is not limited to:

- All software code, architecture, and algorithms;
- Visual design, layouts, and user interface elements;
- Text, images, graphics, icons, and other media;
- All trademarks, trade names, and service marks (registered or unregistered).

### 13.2 Trademarks

The name “GPChat” and all associated logos, designs, and slogans are trademarks or service marks owned by **FOP Luzhnyi Vladyslav Olehhovych**. You may not use any of our marks without prior written consent, except as expressly allowed under applicable law.

### 13.3 User-Generated Content

By submitting or posting any content through the Services, including but not limited to text, images, prompts, or feedback (“User Content”), you grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and display such User Content in any media or format, for the purpose of providing, improving, and promoting the Services.

### 13.4 Restrictions

You may not:

- Copy, modify, or create derivative works based on the Services;
- Reverse-engineer, decompile, or disassemble any part of the Services;
- Remove, obscure, or alter any proprietary notices or labels;
- Use the Services in a manner that infringes the intellectual property rights of any third party.

### 13.5 Third-Party Content

The Services may display content, trademarks, or other materials belonging to third parties. Such

materials are used solely for descriptive or illustrative purposes and remain the property of their respective owners. No license or right is granted to you in relation to such third-party materials.

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## **14. LIMITATION OF LIABILITY**

### **14.1 No Indirect Damages**

To the maximum extent permitted by applicable law, under no circumstances shall **FOP Luzhnyi Vladyslav Olehhovych**, its affiliates, licensors, or service providers be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to:

- Loss of profits, revenue, or business opportunities;
- Loss of data or corruption of files;
- Business interruption or reputational harm;
- Costs of substitute goods or services.

### **14.2 Maximum Liability**

Our total liability to you for any claim arising out of or relating to the Services or this Agreement, regardless of the form of action, shall not exceed the greater of:

- (a) the total amount paid by you to us for the use of the Services during the twelve (12) months preceding the claim; or
- (b) USD \$50.

### **14.3 Third-Party Services Disclaimer**

We are not responsible for:

- Any acts, errors, or omissions of third-party service providers, including but not limited to hosting providers, API providers, and app store operators;
- Any loss or damage arising from your reliance on third-party content, data, or functionality integrated into the Services.

### **14.4 Jurisdiction-Specific Limitations**

Some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages. In such cases, the above limitations shall apply to the fullest extent permitted by applicable law.

### **14.5 Force Majeure**

We shall not be liable for any failure or delay in performance caused by events beyond our reasonable control, including but not limited to acts of God, natural disasters, governmental actions, wars, strikes, internet or telecommunications failures, cyberattacks, or disruptions in third-party services.

## 15. INDEMNIFICATION

### 15.1 Your Responsibility

You agree to defend, indemnify, and hold harmless **FOP Luzhnyi Vladyslav Olehhovych**, its officers, directors, employees, agents, affiliates, licensors, and service providers from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to:

- Your use or misuse of the Services;
- Your violation of this Agreement or any applicable law;
- Your infringement of any third-party rights, including intellectual property, privacy, or publicity rights;
- Any User Content you submit, post, or otherwise transmit through the Services.

### 15.2 Defense and Cooperation

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate fully with us in defending any such claim and not to settle any matter without our prior written consent.

### 15.3 Continuing Obligation

Your indemnification obligations under this Section shall survive the termination or expiration of this Agreement and your use of the Services.

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## 16. GOVERNING LAW AND DISPUTE RESOLUTION

### 16.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **Ukraine**, without regard to its conflict of laws principles.

### 16.2 Jurisdiction

You agree that any legal action or proceeding arising out of or related to this Agreement or your use of the Services shall be brought exclusively in the courts located in **Zaporizhzhia, Ukraine**, and you hereby submit to the personal jurisdiction of such courts.

### 16.3 Informal Dispute Resolution

Before initiating any formal proceedings, you agree to first contact us at:

**Email:** support@gpchat.co

**Phone:** +380955959048

and attempt to resolve the dispute informally.

### 16.4 Arbitration Option

At our sole discretion, we may require that any dispute arising out of or relating to this Agreement be resolved through binding arbitration conducted in accordance with the rules of the **International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and**

**Industry.** The arbitration shall be conducted in the **English language** and the arbitrator's decision shall be final and binding.

#### **16.5 Time Limit for Claims**

Any cause of action or claim you may have arising out of or relating to this Agreement or the Services must be commenced within **one (1) year** after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

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#### **19. SEVERABILITY**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect to the maximum extent permitted by applicable law. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the intent and economic effect of the original provision.

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#### **20. ENTIRE AGREEMENT**

This Agreement, together with our Privacy Policy and any additional terms and conditions that we may provide when you engage with specific Services, constitutes the entire agreement between you and **Sole Proprietor Luzhniy Vladyslav Olehovich** regarding the use of the Services and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter herein.

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#### **21. WAIVER**

No waiver of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of **Sole Proprietor Luzhniy Vladyslav Olehovich** to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

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#### **22. ASSIGNMENT**

You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. Any attempt to assign in violation of this provision shall be null and void. We may assign or transfer our rights and obligations under this Agreement without restriction, including to any successor in interest in the event of a merger, acquisition, or sale of assets.

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#### **23. FORCE MAJEURE**

We shall not be liable or responsible for any failure or delay in performance resulting from causes beyond our reasonable control, including but not limited to acts of God, natural disasters, war,



terrorism, labor disputes, governmental actions, interruptions in internet or telecommunications services, failures of hosting services, or shortages of materials or resources.

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## **24. CONTACT INFORMATION**

If you have any questions, concerns, or complaints regarding this Agreement or our Services, you may contact us at:

**Sole Proprietor:** Luzhniy Vladyslav Olehovich

**Address:** 69097, Ukraine, Zaporizhzhia region, Zaporizhzhia, Zaporizkoho Kozatstva str., building 7, apt. 15

**Phone:** +380955959048

**Email:** [contact@gpchat.co](mailto:contact@gpchat.co)