

Terms of Use

Effective date: 08.04.2024

These Terms of Use (the "Agreement", "Terms of Use") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you", "User") and **KONDIMENT Worldwide S.R.L.** a company headquartered in Bucharest, Str. Constantin D Stahi no. 9, District 1, registered with the Trade Registry (ORC), under no. J40 / 2418 / 27.02.2014, having fiscal code (RO) 32853995 (the "Company," "we," "us," or "our"), concerning your access to and use of the **retell.media** online service for generating, rewriting, and managing text and media content with the help of AI-technologies (the "Service").

You agree that by accessing the Service, you have read, understood, and agreed to be bound by all of these Terms of Use. Supplemental terms and conditions or documents that may be posted on the Service from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use from time to time. Please ensure that you check the applicable Terms of Use every time you use our Service so that you understand which Terms of Use apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Service after the date such revised Terms of Use are posted.

The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

1. USER REPRESENTATIONS

- 1.1. To use the Service, you must register for an account using the Service's functionality. You agree to provide accurate, complete and current information when registering, and to keep such information current.
- 1.2. By using the Service, you represent and warrant that:
 - 1.2.1. you have full the legal capacity and you agree to comply with these Terms of Use;
 - 1.2.2. you are 18 years old or older, and not a minor in the jurisdiction in which you reside;
 - 1.2.3. you will not access the Service through automated or non-human means, whether through a bot, script, or otherwise;
 - 1.2.4. you will not use the Service for any illegal or unauthorized purpose;
 - 1.2.5. you will not upload, create, generate, distribute or publish illegal, harmful, defamatory, offensive, obscene or otherwise objectionable content through the Service;
 - 1.2.6. you will not tamper with security features of the Service or attempt to upload viruses or disruptive materials; you will not interfere with the Service's operation or engage in copying, reverse engineering, or altering its software;

- 1.2.7. your use of the Service will not violate any applicable law or regulation, public policy and morality.
- 1.3. You are responsible for maintaining the security of your password and for all activities that occur under your account.
- 1.4. You agree to receive from the Company information related to your use of the Service, including billing information, account information and other information that the Company may send to you.
- 1.5. You agree to protect and indemnify us, our subsidiaries, affiliates, officers, agents, partners, and employees from any claims, damages, liabilities, or demands, including legal fees, arising from your use of the Service, breach of these Terms of Use, violation of third-party rights, or harm caused to other users. We reserve the right to assume control of defense for such matters at your expense and will notify you of any claims.

2. FEES

- 2.1. In order to use the Service, you should pay for it in accordance with the fees using the link provided on the Service's website in the "Billing" section.
- 2.2. We do not receive, store or use your payment information. You make payments through a [third-party payment service provider](#). Please ensure you familiarize yourself with their [terms of service](#) and other legal documentation.
- 2.3. Amounts paid for the Service will be reflected in your account as tokens. Tokens cannot be withdrawn from the Service or exchanged for money and can only be used within the functionality of the Service. Unused tokens become unavailable for use when the account is deleted.

3. DENIAL OF RESPONSIBILITY

- 3.1. The Service contains links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us.
- 3.2. We are not responsible for any Third-Party Websites accessed through the Service or any Third-Party Content posted on, available through the Service, including the content, accuracy, offensiveness, opinions, reliability, relevance, copyright compliance, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use of any Third-Party Websites or any Third-party content does not imply approval or endorsement thereof by us.
- 3.3. The Service is provided "as is", without any warranties of any kind on our part, either express or implied.
- 3.4. We do not guarantee the accuracy, quality, completeness or currency of the generated texts, or their suitability for a particular purpose.
- 3.5. We are not responsible for any loss, damage, or claim arising from your use of or inability to use the Service.
- 3.6. We may change, modify, or remove the Service and its elements at any time without notice. We do not warrant that the Service will be error-free or interruption-free or that all errors will be corrected.

- 3.7. We are not liable for indirect or unforeseeable losses or damages to you or third parties, such as lost profits, data corruption, commercial harm, revenue or customer loss, or costs incurred to obtain substitute products or services, resulting from non-performance or faulty performance of the services. Our liability is limited to reimbursing the amounts paid by you up to the date of the event, with a maximum amount not exceeding 100 USD.

4. INTELLECTUAL PROPERTY

- 4.1. The Company owns all rights to the Service, including its source code, functionality, design, interface, and other elements. You are not allowed to use them without our written permission.
- 4.2. We grant you a personal, non-exclusive, non-assignable and non-transferable right to use the Service as a technical solution within its functionality. Any other use of the Service, in particular but not limited to adaptation, modification, translation, arrangement, distribution, decompilation, is prohibited.
- 4.3. We do not grant any rights and/or licenses to any selected, provided, and generated content, including Third-Party Content obtained or created through the Service.
- 4.4. If you think that your intellectual property rights have been violated, please contact our support service support@retell.media. We may remove or disable content that is allegedly infringing. To claim copyright infringement, you must provide a signature from an authorized person acting on behalf of the copyright owner, a description of the copyrighted work, the location of the allegedly infringing material in the Service, your contact information, a statement asserting good-faith belief in unauthorized use, and a statement confirming the accuracy of the provided information under penalty of perjury.

5. PROTECTION OF PERSONAL DATA

- 5.1. We value your privacy and are committed to protecting your personal data in accordance with applicable data protection laws. You can learn more about how we collect, use and process your personal data in our [Privacy Policy](#).
- 5.2. Your information shared with the Third-Party Websites will be governed by their specific privacy policies and terms of service, not by our Privacy Policy. We do not imply endorsement or review of the Third-Party Websites by providing these links. For information on their privacy practices and policies, please contact the Third-Party Websites directly.

6. TERM AND TERMINATION

- 6.1. These Terms of Use will remain in effect while you use the Service. We reserve the right to deny or suspend your access to the Service, including blocking certain IP addresses, for any reason or for no reason, without notice or liability. This includes cases of breach of any representation, warranty, or covenant contained in these Terms of Use or any applicable law or regulation.
- 6.2. We reserve the right not to accept payments for the Service and not to provide services to you if we suspect that you have violated these Terms of Use.
- 6.3. We reserve the right to terminate your use of the Service or delete any content you have posted at any time, without warning, at our sole discretion.
- 6.4. We reserve the right to terminate this Agreement without prior notice.

- 6.5. You may stop using the Service at any time by deleting your account by contacting support support@retell.media.

7. GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of Romania.
- 7.2. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be submitted to the exclusive jurisdiction of the courts of Bucharest.

8. OTHER CONDITIONS

- 8.1. This Agreement constitutes the entire agreement between you and the Company regarding the use of the Service and supersedes all prior agreements or understandings.
- 8.2. If any provision of this Agreement is found to be invalid by a court, the validity of the remaining provisions will not be affected.
- 8.3. If you have any questions about this Agreement or the processing of your personal data, please contact us at support@retell.media.