

RUBIK CUBE TERMS AND CONDITIONS

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The present conditions regulate, on the one hand, the conditions of use, access and registration (hereinafter, the "**Conditions of Use**") on the website <https://rubikcube.ai/> of Trendbow Middle Markets DMCC. (hereinafter, the "**Website**"), by any person accessing the same (hereinafter, the "**User**" or the "**Users**"), as well as the conditions for contracting the services offered on the Website (hereinafter, the "**Contracting Conditions**"). Hereinafter, the Terms of Use and the Contracting Conditions may be jointly referred to as the "**Conditions**".

,3By accepting these Terms and Conditions, the User expressly agrees to be bound to the full extent and scope of these Terms and Conditions, without exception to any of their provisions.

Rubik Cube reserves the unilateral right to modify these Terms and Conditions, proceeding, if necessary, to notify the User or to request that he/she re-accept them.

Previous. - IDENTIFICATION

In compliance with the duty of information contained in Article 10 of Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce, the following data of the owner of the Website are reflected below:

- **Owner:** Trendbow Middle Markets DMCC (hereinafter "**Rubik**")
- **Registered Office:** Unit No: 1398, DMCC Business Centre, Level No 1, Jewellery & Gemplex 3, Dubai, United Arab Emirates
- **Application:** DMCC199841
- **E-mail :** no-reply@rubikcube.ai

SECTION ONE. CONDITIONS OF USE

1. ACCESS AND CONDITIONS OF USE OF THE WEBSITE

The User will be able to browse and view the content and services offered on the Website, provided that the previous registration steps have been completed.

Access to Rubik's Web Site will be through automatic registration if the User has previously registered with Trendbow (<https://trendbow.com>). The User acknowledges that he/she agrees to this automatic registration process by continuing to use Rubik's services.

In case of not being previously registered in Trendbow, the User will be able to carry out the registration of manual form through the Web Site, where it will be requested the electronic mail and the password that the User will use to be able to make use of the services of the Web Site.

By browsing, using or viewing the contents of the Website, the User declares that he/she is over eighteen (18) years of age or, failing that, that he/she has the due authorization of his/her legal guardians.

Rubik reserves the right to modify, suspend, cancel or restrict the content or services of the Web Site, its links and the information obtained through it, without prior notice.

Rubik is a platform that offers different Artificial Intelligence services through pre-established prompts that facilitate the use of this tool.

Therefore, Rubik is considered as a mere provider of information society services, under the terms of Law 34/2002, of July 11, 2002, on information society services and electronic commerce.

1.1. Rules of use of the Web Site

Access to or use of the Website for illegal or unauthorized purposes, whether for profit or not, is not permitted and, therefore, its consequences shall be the sole responsibility of the User. In particular, and without the following list being restrictive in nature, it is prohibited:

- i. Use the Website in ways that are contrary to the law, morality, public order or generally accepted good customs;
- ii. Use the Website in any way that may cause damage, interruptions, inefficiencies or defects in its operation or in the computer equipment of a third party;
- iii. Use the Web Site for the transmission, installation or publication of any viruses, malicious code or other harmful programs or files;
- iv. Use the Web Site to collect personal data from other Users;
- v. Use the Web Site illegally, against good faith, morality and public order;
- vi. Registering through the Website under a false identity, impersonating a third party or using a profile or performing any other action that may mislead other Users as to the User's identity;
- vii. Unauthorized access to any section of the Web Site, other systems or networks connected thereto, Rubik's servers or the services offered through the Web Site by hacking or forgery, password mining or any other illegitimate means;
- viii. Breach, or attempt to breach, the security or authentication measures of the Web Site or any network connected thereto, or the security or protection measures inherent in the content offered on the Web Site;

- ix. Take any action that causes disproportionate or unnecessary load on the infrastructure of the Web Site, Rubik's systems or networks, as well as the systems and networks connected to the Web Site;
- x. Impede the normal development of a service, promotion or any other activity available through the Website or any of its functionalities, either by altering or attempting to alter, illegally or in any other way, the access or operation thereof, or by falsifying the result thereof and/or by using fraudulent participation methods, by any procedure and/or through any practice that violates or infringes these Terms of Use.

1.2. Duration

The condition of User shall be attributed to any person who browses and views the content offered on the Website indefinitely or until the end of Rubik's ability to provide the services or access to the Website.

2. REGISTRATION AS A USER OF THE WEBSITE

2.1. Web Site User Registration Procedure

In order to access the Web Site and make use of the services provided by Rubik, it will be necessary for the User to register on the Web Site.

The registration procedure will be automatic since it is necessary that the User has previous registration in Trendbow and, it will be with the same access data, that is to say, email and password with which the User will be able to access the Rubik's Web Site.

Subsequently, a series of financial data will be requested, such as credit or debit card information to which the User wishes to link the payment of the Rubik's service.

Once the User has verified his/her identity and provided the necessary payment information, the User is officially registered.

The registration or registration will be done through the procedure described in the preceding paragraphs and will be by making the payment corresponding to the contracted services. Through this tool, Rubik will only access the information that the User has provided through the registration forms.

In order to be able to register as a User, it is a requirement to have provided all the required and mandatory data.

When the User is already registered, he/she will be able to access a specific User area (Private Area) through the icon located on the upper left side of the Website over the User's email address. The registration implies the application of the conditions of treatment of the User's personal data described in the [Privacy Policy](#), which must be previously accepted by the User.

2.2. Disclaimer of liability

The User understands and agrees that Rubik has no control over the email account that each User has used to register with Rubik, access and operate within the Web Site. It is the sole responsibility of the User to maintain the security and control over the User's email address and password.

In the event of loss, theft, unauthorized access or any other incident involving the User's email, Rubik will not be responsible for the recovery or restitution of anything linked to the email account. Nor can Rubik assist in the recovery of lost passwords.

Users are strongly encouraged to take appropriate security measures to protect their email accounts, including, but not limited to, using strong passwords, implementing two-factor authentication, and keeping the devices from which they are accessed secure.

The User agrees that any interaction within Rubik that requires the use of his/her email is done at his/her own risk, and releases Rubik from any liability for any loss or damage resulting from the use, handling or mismanagement of his/her email.

2.3. Duration

Access as a registered User will commence upon successful registration of the User, following acceptance of the [Privacy Policy](#) and these Terms of Use.

Access as a User shall remain valid until Rubik can no longer offer the services or access to the Web Site, the contract period of the plan is fulfilled or the User cancels the subscription or deletes the account.

2.4. Web Site Download

The User may unsubscribe from the service contracted on the Website whenever he/she wishes, by going to the Private Area and selecting the option to unsubscribe or delete the account.

Once the cancellation has been processed, Rubik will send the User a confirmation of the cancellation process to the same email address from which the cancellation request was received. The above will apply unless otherwise stipulated in the terms and conditions of each of the contracted services.

At the moment the cancellation of the Website becomes effective, all the functionalities of the Website will cease to be available.

The User may request a new registration, and Rubik may refuse to accept such registration in cases where it contravenes the provisions of these Terms and Conditions and/or the [Privacy Policy](#) of the Website. In any case, Rubik may refuse the registration in case of unresolved disputes or controversies, as well as in case of fault or negligence on the part of the User.

3. WEBSITE FUNCTIONALITIES

By accessing the Website, the User will be able to view the Dashboard and have access to the services offered by Rubik, which will be the following:

- History of words used;
- QR generation;
- Image generation;
- Remove or replace the background;
- Modify images;
- IA Chat;
- Transformation of sound into text;
- Transformation of text into sound;
- Quick actions such as keyword generation, text summarization, question generation, rewrite or article generation among others.

Through the Website, the User will be able to access his Private Area, where every User will be able to visualize:

- The details of your User account registration;
- The contracted plan indicating the price in Rubiks and the services included for each plan;
- Option to renew or change plan;
- Cancel subscription;
- To follow up on the contracting on the Web Site;
- To visualize the User's contracting history on the Website;
- Contact the Rubik's team;
- Display alerts and newsletters, in case the User subscribes to them;

To access certain functionalities and Services of the private area, prior identification is required in accordance with the requirements established by Law 10/2010, of April 28, 2010, on the prevention of money laundering and the financing of terrorism (hereinafter referred to as LPBC).

The information requested may consist of, among others, the cell phone number and amount of the transaction, the name and surname, the Username and password, the e-mail address, the security code sent to the email or security code required for double authentication, the profession and date of birth, as well as other possible data or information necessary according to the type of transaction selected by the user. The type of User will also determine the information to be requested depending on whether it is a natural or legal person, requiring information such as ID card, residence card, foreign identity card or passport, invoices, videoconference, deeds, shareholding structure, accreditation of business activity, etc., in application of the provisions of Law 10/2010, of 28 April, on the prevention of money laundering and the financing of terrorism and other applicable legislation if deemed appropriate.

SECTION TWO. CONTRACTING CONDITIONS

These Terms and Conditions regulate the contracting by any User of the services offered on the Website (hereinafter, the "**Services**").

Before contracting the Services offered on the Website, the User is obliged to read and accept these Terms and Conditions. By such acceptance, the User expressly agrees to be bound in their full extent and scope, without exception to any of its provisions.

The User and Rubik shall enter into the contract in the English language, which shall be the language of interpretation of these Terms and Conditions.

Rubik reserves the unilateral right to modify these Terms and Conditions of Purchase. Therefore, it is the responsibility of the User to periodically read the applicable conditions in force and, in any case, before making a purchase through the Web Site. Notwithstanding the foregoing, Rubik will notify Users of any changes considered substantial thirty (30) days prior to their entry into force.

It is mandatory that the User who uses, accesses, navigates and/or contracts the Services offered on the Website, is of legal age or, failing that, has the corresponding authorization from his/her legal guardians.

4. RECRUITMENT CONDITIONS

The User, once registered, will be able to access the Website and view the Services available for contracting, as well as the price and a brief description of the same, including their essential characteristics that allow the User to make the decision to proceed with the contracting of the Services together with the information set forth in these Conditions.

The temporary validity of the present Terms and Conditions of Contract coincides, therefore, with the time of its exposure, until it is totally or partially modified, at which time the new modified Terms and Conditions of Contract will come into force.

On the other hand, the temporary validity of the present Contracting Conditions for each of the Services that the User has effectively contracted will be equivalent to the duration of the provision of the specific Service.

In order to contract any of the Services, it will be necessary for the User to be registered as indicated in the Terms of Use.

Once the registration has been completed or the necessary and mandatory information has been correctly provided, the User will be able to create and access a personalized private area. Once inside the private area, the User will be able to access the information of the transactions carried out through the Website.

In order to contract the Services offered through the Website, the User must choose the Services he/she wishes to contract in order to view the purchase price (hereinafter, the **"Final Price"**).

Rubik uses a credit-based payment system for the access and use of its services. Users purchase credits that are then deducted based on consumption. Each request or interaction with OpenAI models consumes a specific amount of credits, based on factors such as the number of tokens processed. Credits can be purchased in different plans that offer different prices depending on the volume. The Final Price will be expressed in Rubiks, which will be the credits.

Therefore, the User must purchase Rubiks in order to proceed with the contracting of the Services and make use of them. The User must pay the Final Price of the Rubiks, by means of the established methodologies, which will be through the Stripe payment platform.

Stripe ensures the security and reliability of transactions, allowing Users to manage their payments efficiently. By using Stripe, Users benefit from a seamless and secure payment experience, complying with the highest standards of data protection and financial transactions.

Rubik will send a purchase confirmation to the User's e-mail address and the purchase information will be displayed in the User's Private Area, and the transaction will remain in the transaction history of the Private Area and will be available to the User at any time.

Rubik reserves the right to suspend any purchase in case the payment method used by the User is rejected by the competent bodies.

The data entered by the User must be true, and Rubik shall not be liable in cases where the User, whether voluntarily or involuntarily, enters data that does not correspond to reality.

5. SERVICES AVAILABLE ON THE WEBSITE

On the left side of the Web Site there is a menu with the different services that we can find in Rubik, they will be the following ones:

- Image creation service. The User will indicate through a short description the image he/she wants to generate;
- Remove Background. The User may remove the background of images attached to the Rubik's Web Site;
- Replace Background. The User may replace the background of images that he/she attaches to the Rubik Web Site;
- Upscale Image. The User will be able to attach an image and improve its quality;
- QR Codes. The user will be able to create QR codes in a simple and fast way;

- AI Chats. The User will be able to start a conversation with the AI Chat tool where he/she will be able to ask questions, queries, etc;
- Speech to text. The User may attach an audio file for transcription;
- Text to Speech. The User will be able to generate audios by entering a text indicating the content of the audio to be generated;
- Quick Actions. The User will be able to choose between several predefined Quick Actions depending on whether he/she is working with text, on a website, on social networks, developers or others.

6. COMPLAINTS SYSTEM

If the User believes that any of his or her rights have been violated, Rubik suggests that he or she informs Rubik, through any of the channels provided in these Terms, and undertakes to respond and address his or her concerns regarding the alleged infringement of rights.

Once all information is received, Rubik will be able to take the necessary steps to investigate and resolve the situation.

In no event shall the implementation of any action constitute an admission of liability on the part of Rubik. Rubik reserves the right to exercise any right, action or defense that it may have.

SECTION THREE. GENERAL CONDITIONS APPLICABLE TO THE TERMS AND CONDITIONS OF USE AND CONTRACTING

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

The User acknowledges and agrees that Rubik is the exclusive Owner of the intellectual, industrial or any other property rights relating to the Web Site and the protocols or computer codes used in the recording technologies distributed and linked to the Web Site (hereinafter referred to as the "**Source Codes**"). This includes, among others, the rights of reproduction, distribution, public communication, making available and transformation of the Website and any of its elements, including the source code, object code, technical documentation, user manual, etc., as well as any other element related to or derived from them.

By accepting these Terms of Use, no intellectual, industrial or any other type of property rights relating to the Web Site shall be understood to have been assigned in favor of the User, beyond the right to use the same under the terms established herein.

In accordance with the above, the User agrees not to:

- i. Duplicate, reproduce, sell, rent, lease, license, distribute or otherwise use Source Codes for any use other than as expressly authorized in these Terms of Use;

- ii. Decompiling, modifying, reformatting, translating, reverse engineering, disassembling or otherwise accessing the Source Codes, notwithstanding that applicable law expressly permits such activities regardless of the existence of an agreement or authorization to the contrary with the User;
- iii. Split or fragment Source Codes into different parts or modules for independent use;
- iv. Alter or remove any notices regarding intellectual, industrial or any other type of property rights included in the Source Codes;
- v. Infringe the intellectual, industrial or any other type of property rights that Rubik holds over the Source Codes;
- vi. Develop computer programs, applications or computer products of any other kind that fulfill a similar function to that of the private area of the Website, provided that such development is based on Rubik's intellectual property assets or knowledge acquired as a result of the existing contractual relationship with the User;
- vii. Register trademarks, trade names or any other distinctive sign associated or that could be associated with the Website.

In order to enable Rubik to effectively monitor and enforce its intellectual property rights, Rubik may collect information, as well as any other data that may be relevant to verify the effective use of the Web Site and the Source Codes.

In this regard, the User expressly authorizes Rubik to use the information collected during the use of the Website and the Source Codes as effective evidence of the use of the same in any type of cause and proceeding of any nature, whether against the User or against any third party.

8. LINKS TO OTHER WEBSITES

In the event that the Web Site displays links to other web pages through different buttons, links, banners or embedded content, Rubik informs that these are managed by third parties, and Rubik does not have the human or technical means to know in advance and/or control and/or approve all the information, content or services provided by other platforms to which links may be established from the Web Site.

Consequently, Rubik cannot assume any type of responsibility for any aspect related to the web page to which a link may be established from the Web Site, specifically, and by way of example, but not limited to, its operation, access, data, information, files, quality and reliability of its services, its own links and/or any of its contents, in general.

In this sense, if the Users have actual knowledge that the activities carried out through these third party web pages are illegal or contravene morality and/or public

order, they must immediately inform Rubik so that the access link to the same can be disabled, which will be carried out as soon as possible.

In any case, the establishment of any type of link from the Web Site to any other web page does not imply that there is any type of relationship, collaboration or dependence between Rubik and the owner of said other web page.

9. LIMITATION OF LIABILITY

The User exonerates Rubik from any liability that may arise from interruptions in the availability or malfunctioning of the Website, due to failures in the Website.

Rubik shall not be responsible for the content of the services published on the Website for purchase by Users.

Likewise, Rubik shall not have the duty to control the use of the contents or services, their identity or the accuracy or truthfulness of the data or information you provide, beyond the legally established obligations.

Limitation of access may be made without prior warning and without Rubik assuming any liability for such a decision.

The headings of the various clauses are for information purposes only and shall not affect, qualify or expand the interpretation of these Terms of Use. Furthermore, Rubik may modify the Terms of Use stipulated herein, in whole or in part, by publishing any changes in the same form in which these Terms appear or through any type of communication addressed to the Users.

In the event that any provision of these Terms of Use is declared invalid or unenforceable, in whole or in part, by any Court, Tribunal or competent administrative body, such invalidity shall not affect the remaining provisions of the Terms of Use.

The failure of Rubik to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver thereof, unless acknowledged and agreed to in writing by Rubik.

10. SUSPENSION AND TERMINATION

The breach of any of the above obligations by the User may lead to the adoption by Rubik of appropriate measures protected by law and in the exercise of its rights or obligations, and may lead to the deletion or blocking of the account of the offending User, without the possibility of any compensation for damages caused.

Rubik reserves the right to alter, modify or discontinue any feature of the Web Site.

11. CONTENTS

Rubik does not guarantee the legality, reliability or usefulness of the content provided by third parties through the Website. If the User becomes aware of the existence of any content that is illicit, illegal, contrary to the law or that could infringe the rights of third parties, he/she must immediately notify Rubik so that it can proceed to take the appropriate measures.

12. PRIVACY AND DATA PROTECTION

In accordance with the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and Organic Law 3/2018 of 5 December, on the Protection of Personal Data and guarantee of digital rights, all personal data collected during the use of the Website and/or the Application will be treated in accordance with the provisions of the [Privacy Policy](#), which every User must expressly accept in the event of providing personal data through the private area of the Website.

13. CONTACT

Rubik makes available to the User the following email address support@trendbow.com in order to provide support and assistance, as well as to receive any comments or concerns from the User, both during the process of contracting the services and afterwards.

In addition, it should be remembered that the User has the option of contacting Rubik through the contact details given in section 1 of these Conditions.

Unless otherwise provided for in these Terms of Use, notices between the User and Rubik must be made in writing by e-mail to the corresponding addresses. For these purposes, Rubik's contact details shall be those set out in these Terms of Use and the User's contact details shall be those set out on the Website.

14. APPLICABLE LAW AND COMPETENT JURISDICTION

The sale is understood to be made in the territory of the United Arab Emirates, so that for any interpretative or litigious issues that may arise, the laws of Dubai shall apply and, in case of dispute, both parties agree to submit, waiving any other jurisdiction that may correspond to them, to the jurisdiction of the Courts and Tribunals of Dubai Multi Commodities Centre.

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