

## Terms of Use – Bits A.I. (International Version)

Last Updated: June 30, 2025

**IMPORTANT:** By using Bits A.I., you agree to these Terms of Use and commit to complying with them.

Bits A.I. is owned and operated by Marik Assessoria e Treinamento LTDA., registered in Brazil under CNPJ/MF No. 35.070.508/0001-40, with headquarters at Rua Pedroso de Moraes, No. 103, Conj. NR 1312, Pinheiros, São Paulo - SP, CEP 05419-000, Brazil. In these Terms, “Bits A.I.” refers to both the platform and Marik Assessoria e Treinamento LTDA.

### 1. Definitions

For the purposes of these Terms:

- Personal Data: Any information that identifies or can identify an individual.
- Sensitive Personal Data: Information that requires enhanced protection (e.g., racial or ethnic origin, religious beliefs, political opinions, trade union membership, health or sexual life data, genetic or biometric data).
- Legal Basis: The lawful grounds that allow Bits A.I. to process Personal Data.
- Document: Any contract or document uploaded to Bits A.I. by the User.
- Data Subject: An individual whose personal data is processed.
- User: Any individual or legal entity that purchases or uses Bits A.I.’s products or services.
- Processing: Any operation involving Personal Data, such as collection, storage, sharing, etc.
- Controller: The entity that determines the purposes and means of Processing Personal Data.
- Processor: An entity that processes Personal Data on behalf of a Controller.
- DPO (Data Protection Officer): The person designated as a communication channel between Bits A.I., Users, and Data Protection Authorities.
- Third Parties: Any external individuals or entities engaged by Bits A.I. (e.g., service providers, partners, subcontractors).

### 2. About Bits A.I.

Bits A.I. is an artificial intelligence-powered tool designed to support the creation and analysis of contractual documents. It is not a law firm and does not provide legal advice. All documents generated should be reviewed by a qualified attorney before use.

### 3. Account Registration

To use Bits A.I., Users must create an account and provide accurate, truthful, and complete information. False accounts or false data are strictly prohibited.

During registration, you will be required to provide certain personal information, such as your name, email address, and contact telephone number, as well as any other details

specified on the registration page. If you wish to understand exactly which data is collected and the purposes for which it is processed, you may consult our Privacy Policy.

For Users residing in jurisdictions with specific data protection laws — including, but not limited to, the European Union (GDPR), United Kingdom (UK GDPR), California (CCPA/CPRA), Canada (PIPEDA), and Brazil (LGPD) — Bits A.I. ensures that the collection and processing of personal data complies with applicable legal requirements, and that Users are informed of their rights regarding access, correction, deletion, portability, and restriction of processing, as detailed in the Privacy Policy.

#### **4. License Grant**

Bits A.I. grants Users a non-exclusive, limited, non-transferable, revocable license to access and use the platform according to the selected plan. This license does not transfer ownership of any intellectual property.

In simple terms, having a license to use means that you will have access to the platform for as long as you remain a User, in accordance with the features and limitations of the selected plan.

The platform, its functionalities, the services it offers, and all materials contained therein are the exclusive property of Bits A.I.. We are only granting you a license to access and use the platform and everything within it — no ownership rights or intellectual property rights are transferred to you under this license.

If you purchased the license directly through the platform, access will be granted immediately after subscribing to the selected plan.

If you purchased the license through our Sales Team, activation may occur prior to payment confirmation, with the transaction being finalized once the payment is successfully processed by the financial institution.

If you purchased the license through the platform, access will be granted immediately upon subscribing to the selected plan.

If you purchased the license through our Sales Team, activation may take place before payment confirmation, which will be finalized once the payment has been cleared by the banking institution.

#### **5. Plans, Billing & Renewals**

- Users may subscribe monthly or annually.
- Automatic renewal applies unless cancelled before the next billing date.
- Refunds: Users may request a refund within 7 days of purchase; no refunds after this

period.

- Bits A.I. may change pricing or features with 30 days' notice.

Each plan type offers a specific number of uses for Bits A.I.'s agents. Please refer to our website for a full list of available plans and the features each one offers.

All benefits and functionalities available under each plan renew every 30 days and are **non-cumulative**.

**Important:** Only trust offers or information provided through Bits A.I.'s official channels, such as our website or official email addresses. We are not responsible for communications from third parties. In case of doubt, visit our website or contact us at: **contato@bitsai.app**.

Annual plans are generally more cost-effective, offering lower prices compared to monthly subscriptions.

Billing always occurs on the same date as your last payment.

For example: if you subscribed to a monthly plan on January 1, your next charge will occur on February 1.

If there is an issue with payment, we will attempt to process it again the following month. As long as your subscription is not canceled, we will continue billing you for the periods during which you had access to the platform.

Your Bits A.I. subscription is considered contracted on the date you first access the plan's functionalities. This date is different from the billing date, which depends on the payment method and may vary according to the chosen billing cycle.

Bits A.I. may change the features or pricing of its plans. If any change occurs, Users will be notified at least **30 days in advance**, via the email registered in their account or directly on our website. It is your responsibility to keep your contact details updated.

If you do not agree with the new pricing, you may cancel your subscription at any time through the platform. If you do not cancel, the next billing cycle will be charged at the updated price.

For annual plans, Bits A.I. commits to maintaining the contracted features and plan until the end of the plan's term.

Bits A.I. may offer discounts through promotions, whether targeted at a specific group of Users or available to all Users in general. Such discounts are only valid for the period stated in the promotion. After this period, the subscription will be billed at the original price.

Promotions are intended for **new Users only**. We will not grant promotional discounts to existing Users due to an ongoing promotion, as these offers are designed to encourage new Users to join the platform and enjoy the same great experience you do.

**Important:** Certain discounts may be applied depending on the plan duration you select. Typically, annual plans cost less than monthly plans. We reserve the right to cancel any discount if you violate these Terms of Use or any applicable law.

### **Plan Changes**

We understand that you may wish to increase or decrease the number of documents you can generate on the platform over time. Therefore, we allow you to **upgrade** or **downgrade** your plan at any time.

When upgrading, you will only pay the difference between your current plan and the new one. Your license will be updated automatically to the new plan and will remain valid until the end of the contracted period.

Billing will continue on the same date, but at the updated plan price.

**Important:** In the case of a downgrade, there will be no refund or reimbursement for amounts already paid. The lower amount will apply only from the next billing date onward.

## **6. User Obligations**

### **Comply with Our Policies**

While it may seem obvious, we must emphasize: during your use of our application, you must accept and comply with these Terms of Use and any other policies of the platform, such as, for example, our Privacy Policy.

### **Maintain a Secure Access Environment**

The User must keep the device used to access Bits A.I. secure, through the use of antivirus software, original and updated software, firewall, strong passwords, and other security measures. By doing so, you help keep Bits A.I. secure and ensure there are no risks to your account on the platform.

### **Use Bits A.I. Responsibly**

You must not produce or use any information, content, or document that may be considered illegal, harmful, abusive, racially or ethnically offensive, defamatory, unlawful, or that may infringe the rights of third parties.

### **Respect Diversity**

You must not produce or use any information, content, or document, nor engage in any interaction with our team or other Users, that may result in any form of discrimination — including, but not limited to, discrimination based on ethnicity, religion, gender identity, sexual orientation, nationality, age, or any other characteristic.

### **Respect the Rights of Bits A.I.**

It is prohibited to use, copy, reproduce, plagiarize, transmit, distribute, perform, license, sell, exploit, or reverse-engineer the technology and content of Bits A.I.

#### **Additional International Compliance Note:**

These obligations apply regardless of the User's jurisdiction, in line with applicable international intellectual property laws and anti-discrimination regulations. Violations may lead to suspension, termination, or legal action under the governing laws of the relevant territory.

### **7. Suspension & Termination**

You may have your access to the platform suspended or terminated in the following cases:

- A. **Suspected fraud;**
- B. **Reverse engineering** of the platform;
- C. Obtaining any benefit or advantage through **unlawful means;**
- D. Failure to comply with any condition set forth in these Terms of Use, the Privacy Policy, or applicable law;
- E. Bits A.I., at its sole discretion, decides to discontinue the platform.

If any of the above behaviors are carried out by the User, Bits A.I. will review the case and notify the User regarding the suspension of access to the account in question.

**Rest assured:** We will always check with you to understand what happened. If a violation is confirmed, **no compensation will be provided**, and we may take legal or administrative measures to recover any losses caused by your conduct.

*Note for International Users:* Depending on your jurisdiction, additional consumer protection laws may grant you specific rights related to account termination or suspension. These rights will be observed where applicable, without limiting Bits A.I.'s ability to enforce these Terms.

### **8. Cancellation**

You may cancel your plan at any time. Cancellation will stop the automatic renewal of your license.

After cancellation, you will retain access to your paid plan until the end of the current billing period. Once this period ends, you will lose access to all features included in the plan.

We do not provide prorated refunds, as you have full access to all resources of your plan from the first day of subscription.

#### **To cancel, please follow these steps:**

1. Log in to Bits A.I.
2. On the homepage, click your avatar (upper right corner).

3. Select “**Manage Plan**”.
4. Click “**Manage Subscription**”.
5. Then click “**Cancel Subscription**”.

**Important:** Your data and documents will be deleted from the platform after cancellation, except for those that, by law or contractual obligation, must be retained for a specific period.

*International Note:* In certain jurisdictions, you may have statutory rights to a cooling-off period or refund upon cancellation. Bits A.I. will honor such rights where legally required, without waiving its right to enforce the terms stated herein.

## 9. Intellectual Property

Bits A.I. is the sole and exclusive owner of all intellectual property rights related to the platform, including, but not limited to, the platform software, source code, functionalities, databases, system architecture, website, designs, logos, trade names, trademarks, domain names, subdomains, interfaces, images, illustrations, icons, videos, texts, presentations, audio content, workflows, document templates, as well as any other content made available by the company through the platform.

By using Bits A.I., the User is granted a **limited, non-exclusive, non-transferable, and revocable license** solely for the purpose of accessing and using the platform in accordance with these Terms. This license does not constitute any assignment or transfer of ownership, copyright, or any other intellectual property rights to the User.

The User is expressly prohibited from copying, distributing, modifying, displaying, reproducing, transmitting, commercially exploiting, reverse-engineering, decompiling, disassembling, or otherwise violating the intellectual property rights of Bits A.I.

Any misuse of Bits A.I.’s intellectual property shall result in the User’s liability, including, but not limited to, the obligation to compensate for damages and losses, without prejudice to other applicable civil, administrative, or criminal penalties.

*International Note:* These protections apply under international intellectual property treaties, including but not limited to the Berne Convention, TRIPS Agreement, and WIPO-administered treaties. Jurisdictions with additional statutory protections for trademarks, copyrights, and software will apply their respective legal frameworks cumulatively to these Terms.

## 10. Legal Disclaimer

The Bits A.I. platform is strictly **assistive and informational in nature**, intended to support Users in drafting and analyzing contractual documents. Under no circumstances should it be interpreted as the provision of legal services, personalized legal consultancy, or as a substitute for an attorney.

Bits A.I. does not guarantee that documents generated or reviewed by its AI agents are accurate, up-to-date, or compliant with applicable laws, local regulations, or industry-specific standards relevant to the User.

The Bits A.I. platform operates using probabilistic models and artificial intelligence algorithms which, although designed to provide informational support, may contain errors, omissions, or produce inaccurate, inappropriate, discriminatory, offensive, or otherwise unsuitable results — especially in ambiguous or complex contexts, or when dealing with sensitive language.

The User acknowledges that such technologies function based on probabilistic inferences and are subject to inherent technical and operational limitations associated with the current state of artificial intelligence, making it impossible to guarantee complete accuracy, completeness, or neutrality.

It is **strongly recommended** that all documents prepared with the assistance of the platform be reviewed by a qualified attorney before use.

*International Note:* This disclaimer is consistent with professional practice rules and legal service regulations in multiple jurisdictions, including but not limited to the United States, European Union, United Kingdom, Canada, and Australia, where the unauthorized practice of law (UPL) is prohibited. Users remain solely responsible for ensuring compliance with local legal requirements.

## 11. Limitation of Liability

### User's obligations

The User is solely and exclusively responsible for the final content of any contracts generated or reviewed through the platform, as well as for any decisions made based on documents, clauses, or analyses provided by Bits A.I.

Bits A.I. shall not be liable for any direct or indirect damages, whether material or moral, loss of profits, loss of opportunity, consequential damages, punitive damages, or speculative damages arising from the direct or indirect use of the platform.

The results produced by Bits A.I.'s artificial intelligence are based exclusively on the information and data provided by the User, who declares to hold the rights to such data or

to have authorization to use it. The User assumes full responsibility for its accuracy, legality, completeness, and appropriateness.

The User acknowledges that inaccurate, poorly formulated, incomplete, or incorrect instructions may compromise the tool's performance and generate inconsistent results. Bits A.I. shall not be held responsible for errors, damages, or losses of any kind arising from inputs provided by the User.

*International Note:* This limitation of liability applies to the fullest extent permitted by law in the User's jurisdiction. In jurisdictions where certain exclusions or limitations of liability are not permitted — including, for example, certain U.S. states, the European Union, the United Kingdom, and Australia — such exclusions will apply only to the extent allowed, and mandatory consumer rights will remain unaffected.

### **Limitation of Bits A.I.'s Liability**

If Bits A.I. is, for any reason, found liable for any failure, omission, inappropriate, offensive, or discriminatory content, or any error generated by the platform, the total liability of Bits A.I. — whether contractual, extra-contractual, strict, or fault-based — shall be limited to the amount actually paid by the User in the twelve (12) months preceding the occurrence of the event. If the period of use is shorter, the limit shall correspond to the proportional amount actually paid up to the date of the event.

The above limitation shall not apply in cases of willful misconduct or intentionally harmful conduct by Bits A.I., and in such cases Bits A.I. shall only be held liable if proven and decided by a competent court. Outside of these situations, all liability shall be limited as described in this clause, regardless of the nature of the claim.

Bits A.I. shall not be responsible for any acts, omissions, or failures by third parties engaged by the User, nor for outcomes resulting from integrations with external services or content inserted by third parties into the platform, particularly when arising from the use of API (application programming interface) services.

The User expressly acknowledges that these limitations of liability are an essential condition for the economic feasibility of providing the platform and reflect a fair and reasonable allocation of risks in the contractual relationship.

Certain jurisdictions — including some U.S. states, EU member countries, the United Kingdom, and Australia — may restrict or prohibit contractual limitations of liability for specific types of damages or conduct. In such cases, this limitation will apply only to the maximum extent permitted by the applicable law, without waiving mandatory consumer protection rights.

## **12. Service Level Agreement (SLA)**

This Service Level Agreement (SLA) does not constitute a guarantee of uninterrupted or error-free operation, but rather a commitment to maintain reasonable standards of quality and technical support.

Bits A.I. undertakes to make the platform available to the customer with a **monthly uptime rate of 99%**, calculated based on the total hours in a given month.

Availability excludes previously scheduled maintenance periods as well as events beyond the company's reasonable control (**force majeure**).

For the purpose of calculating the uptime rate and determining eligibility for any compensatory credits, the following interruptions shall **not** be considered failures attributable to Bits A.I.:

- A. Issues with the User's internet connection, local network, or telecommunications infrastructure;
- B. Power outages or instability in the electrical supply at the access location;
- C. Incompatibility, malfunction, or failure of the User's devices, software, browsers, or other tools used to access the platform;
- D. Improper configurations, installation of extensions, or programs that interfere with the platform's operation;
- E. Any other external factor beyond the direct technological infrastructure control of Bits A.I.

Such events shall not entitle the User to compensation, credits, or refunds.

*International Note:* This SLA aligns with industry standards for SaaS services. In jurisdictions where consumer or business protection laws establish minimum performance guarantees, such laws will prevail to the extent they cannot be waived by contract.

### **12.1. Support**

The User may contact us via the link provided within the Bits A.I. platform for assistance, support, or help in using the platform.

Bits A.I. will have up to **two (2) business days** (considering São Paulo/SP time zone) to respond to the User's request, during the hours of 9:00 a.m. to 6:00 p.m.

Any changes to support hours will be communicated to the User at least 24 hours in advance, via email.

The handling of User data during support interactions will follow Bits A.I.'s Privacy Policy and applicable legislation, including, but not limited to, the **Brazilian General Data Protection Law - LGPD (Law No. 13.709/2018)**, and other relevant data protection regulations in the User's jurisdiction (such as GDPR in the EU, CCPA in California, PIPEDA in Canada, etc.).

## Incident Handling

Bits A.I. classifies technical or operational incidents according to severity, impact, and complexity. The most common categories and their associated initial response times are as follows:

<b>Incident Impact</b>	<b>Type of Incident</b>	<b>Suggested Initial Response Time</b>
<b>High</b>	Verified leak of personal data or confidential information of the User or Bits A.I.; Platform outage for more than 1 hour	<b>Within 12 business hours</b>
<b>Medium</b>	Personal or confidential data affected with manageable consequences; Partial platform outage	<b>Within 1 business day</b>
<b>Low</b>	Technical errors or bugs on the platform; Failures in functionalities without significant impact on platform stability or information security	<b>Within 2 business days</b>

A “manageable consequence” is defined as:

- Involving non-sensitive personal data (e.g., name, corporate email, job title, company, business phone number);
- Posing no concrete risk to the data subject’s liberty, reputation, dignity, or physical, emotional, or economic security;
- Being contained immediately, with evidence that the data was not copied, shared, or used improperly.

Classification will be determined by Bits A.I.’s technical team based on the problem description and objective criteria. Resolution timeframes may be re-evaluated for incidents of greater complexity or when dependent on third parties.

In exceptional situations — such as simultaneous spikes in requests, high-complexity incidents, or unusual volumes of technical and support tickets — Bits A.I. reserves the right to temporarily reorganize the order of service, prioritizing requests with the greatest potential impact on business continuity, information security, or personal data protection.

In such cases, Bits A.I. may, at its discretion, adjust the timelines set out in this SLA, provided that prior notice is given to affected Users via the platform, registered email, or other official channels.

### 12.2. Scheduled Maintenance

Scheduled maintenance will preferably occur outside business hours (10:00 p.m. to 6:00

a.m. Brasília time) and will be announced at least 24 hours in advance to affected Users, via communication on the platform or email.

Bits A.I. reserves the right to carry out emergency maintenance without prior notice when necessary to ensure platform security or stability.

### **12.3. AI Agent Response Time**

The average response time of AI agents for generating or reviewing contracts is up to **20 minutes**, which may vary depending on:

- The volume of data provided;
- The complexity of the text;
- The number of simultaneous requests;
- The technical conditions of the User's access environment (including internet connection, browser, and device);
- Other factors beyond Bits A.I.'s responsibility.

## **13. Jurisdiction & Governing Law**

These Terms of Use are governed primarily by the laws of the Federative Republic of Brazil. Any disputes arising from or related to these Terms shall first be addressed through good-faith negotiations with Bits A.I.

If an amicable resolution is not possible, **exclusive jurisdiction** shall lie with the Courts of the District of São Paulo, State of São Paulo, Brazil, to the exclusion of any other forum, however privileged it may be or may become — **except** where mandatory consumer protection or data protection laws in the User's country of residence require otherwise.

### **Regional Provisions**

#### **1. European Union (EU)**

- Users are protected by the General Data Protection Regulation (GDPR) and the Consumer Rights Directive.
- Disputes may be submitted via the EU Online Dispute Resolution (ODR) platform: <https://ec.europa.eu/odr>.
- Local courts in the User's Member State of residence have jurisdiction where required by law.

#### **2. United Kingdom (UK)**

- Governed by UK law for UK residents, subject to the UK GDPR and the Consumer Rights Act 2015.
- Local courts in the User's place of residence retain jurisdiction in consumer disputes.

### **3. United States**

- Disputes may be resolved via binding arbitration under the rules of the American Arbitration Association (AAA), except where prohibited by state law.
- California Residents: Rights under the California Consumer Privacy Act (CCPA/CPRA) and other state-specific consumer protections apply.
- Local or federal courts in the User's state of residence will apply if mandated.

### **4. Canada**

- Subject to PIPEDA and provincial consumer protection statutes.
- Disputes may be resolved by binding arbitration where permitted, or by the courts of the User's province or territory of residence.

### **5. Mexico**

- Protected by the Federal Consumer Protection Law and the Federal Law on the Protection of Personal Data Held by Private Parties.
- Users may file claims with the PROFECO or local courts in their domicile.

### **6. Argentina**

- Governed by the Ley de Defensa del Consumidor and the Ley de Protección de Datos Personales.
- Jurisdiction lies with the courts in the User's place of residence.

### **7. Colombia**

- Subject to the Statute of Consumer Protection (Law 1480 of 2011) and the Habeas Data Law (Law 1581 of 2012).
- Users may bring actions before the Superintendencia de Industria y Comercio (SIC) or local courts.

### **8. Chile**

- Rights under the Consumer Protection Law (Law 19.496) and Data Protection Law (Law 19.628) apply.

- Consumers have the right to sue in their domicile; jurisdiction clauses contrary to this are void.

### **9. Ecuador**

- Protected by the Organic Law on Personal Data Protection and the Consumer Protection Law.
- Local jurisdiction is mandatory unless waived after a dispute arises.

### **10. Spain**

- Subject to GDPR and the General Law for the Defence of Consumers and Users (RDL 1/2007).
- Consumers may litigate in the courts of their domicile; ODR platform access is mandatory.

### **11. Portugal**

- Subject to GDPR and Law No. 24/96 on Consumer Protection.
- Consumers may bring disputes to ADR entities accredited by the Direção-Geral do Consumidor.

### **12. Germany**

- Governed by the BGB (German Civil Code) and BDSG in addition to GDPR.
- Jurisdiction clauses cannot override the consumer's right to sue locally; liability exclusions are limited by law.

### **13. France**

- Governed by the Code de la Consommation and GDPR.
- Jurisdiction clauses cannot deprive consumers of their right to litigate locally; liability cannot be excluded for willful misconduct or bodily injury.

### **14. Italy**

- Governed by the Consumer Code (Legislative Decree 206/2005) and GDPR.
- Jurisdiction is fixed at the consumer's residence or domicile; strong unfair contract terms protections apply.

## **International Compliance Guarantee**

Nothing in these Terms shall deprive Users of the protection afforded by the mandatory provisions of the laws in their country of habitual residence. Where such provisions require the application of local laws, dispute resolution mechanisms, or jurisdiction, Bits A.I. will comply accordingly.

#### **14. Export Control Compliance**

Users agree not to export or re-export the platform to any country or individual subject to international trade sanctions.

#### **15. Professional use**

The platform is not intended for individuals under 18 years of age, nor professionals that do not have legal background. If any professional without legal background uses this platform, be sure to consult a legal assistant before using the results generated by this platform.

#### **16. Changes to Terms**

Bits A.I. may update these Terms at any time, with notice to Users. Continued use after updates constitutes acceptance.

#### **17. Contact**

If you have any questions, comments or suggestions, please contact us via email.  
Email: [dpo@bitsai.app](mailto:dpo@bitsai.app)