

## **Terms of Service**

These Terms of Service ("Terms") govern your access to and use of the TP QUBE platform ("Platform") provided by TP QUBE, a company registered in France under RCS number 840 728 208 R.C.S. Bordeaux ("we", "us", or "our"). By creating an account, accessing, or using the Platform, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Platform.

### **1. Eligibility and Account Security**

You must be at least 18 years old and authorized by your employer or organization to create an account. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account.

### **2. Use of the Platform**

You may use the Platform solely for lawful purposes and in accordance with these Terms. You must not:

- Interfere with or disrupt the Platform;
- Attempt to gain unauthorized access to any system;
- Use the Platform to build, train or test competing algorithms;
- Upload any content that is unlawful, harmful, or violates the rights of others.

### **3. User Data and Privacy**

You retain ownership of any data you upload to the Platform ("User Data"). By uploading User Data, you grant TP QUBE a non-exclusive, worldwide, royalty-free license to use, process, and analyze such data for the purposes of providing the services and improving the Platform and our algorithms, provided that such use does not identify you or your organization unless explicitly authorized.

Please review our Privacy Policy for more information on how we handle personal data.

### **4. Free Credits and Trial Use**

TP QUBE may offer limited free credits or trial access to the Platform. Free access may be subject to restrictions or revocation at our discretion. Free credits are non-transferable and expire within the terms stated at issuance.

### **5. Intellectual Property**

All content and software made available through the Platform (excluding User Data) is the property of TP QUBE or its licensors. You are granted a limited, non-exclusive, non-transferable license to access and use the Platform in accordance with these Terms.

## **6. Disclaimer of Warranties**

The Platform is provided on an "as is" and "as available" basis. We do not warrant that the Platform will be uninterrupted or error-free. To the maximum extent permitted by law, we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

## **7. Limitation of Liability**

To the extent permitted by law, TP QUBE shall not be liable for any indirect, incidental, special, or consequential damages, or loss of profits, data, or business. Our total liability for any claims under these Terms shall not exceed the amount paid by you (or your organization) in the last 12 months.

## **8. Termination**

We may suspend or terminate your access to the Platform at any time for violation of these Terms or applicable laws. Upon termination, your right to use the Platform will cease immediately.

## **9. Governing Law and Jurisdiction**

These Terms shall be governed by the laws of France. Any disputes shall be resolved exclusively in the Commercial Court (Tribunal de Commerce) of Bordeaux.

## **10. Changes to These Terms**

We may update these Terms from time to time. If we make material changes, we will notify you via email or the Platform. Continued use of the Platform after such changes constitutes your acceptance of the new Terms.

## **11. Contact**

If you have any questions about these Terms, you may contact us at: [info@tpqube.com](mailto:info@tpqube.com)