Terms of Service

Effective Date: October 14, 2025

BY CLICKING "I AGREE" OR ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.

These Terms of Service ("Terms") govern your access to and use of the Renoverse AI, Corp. ("Renoverse," "we," "us," or "our") website, platform, mobile applications, and related services (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Services.

1. Definitions

For purposes of these Terms:

- "Services" means the Renoverse AI, Corp. website, platform, mobile applications, Ai systems, and related hosted services provided to you under these Terms.
- "User Content" means data, files, images, project specifications, design plans, finish schedules, or other materials that you submit, upload, or make available through the Services.
- "Subscription" means any paid plan or account tier offered by Renoverse that grants access to certain features or functionality of the Services.
- "PII" means personally identifiable information, including but not limited to name, email, address, and other information that can reasonably identify an individual.
- "You" or "User" means the individual or entity accessing or using the Services. Renoverse may offer different user account types or plan tiers, such as "Homeowner" and "Pro" users. Unless otherwise specified, references to "User" in these Terms include all such account types.

2. Eligibility

You may use the Services only if you are at least eighteen (18) years of age, or the age of majority in your jurisdiction, whichever is greater, and capable of forming a binding contract with Renoverse. By using the Services, you represent and warrant that you meet these requirements and that your use of the Services does not violate any applicable law or regulation.

3. Account Registration and Security

Certain features of the Services may require you to register for an account. When creating an account, you agree to:

- Provide accurate, complete, and up-to-date information.
- Maintain the confidentiality of your account credentials and not disclose them to any third party.
- Immediately notify Renoverse of any unauthorized use of your account or other breach
 of security. You are fully responsible for all activities that occur under your account,
 whether authorized by you or not.

4. License and Access Rights

Subject to your compliance with these Terms, Renoverse grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal or internal business purposes. This license does not permit:

- Reproduction, distribution, modification, or creation of derivative works based on the Services.
- Reverse engineering, decompilation, or disassembly of any software used in the Services.
- Commercial use of the Services outside the scope of your subscription or agreement with Renoverse. Renoverse reserves all rights not expressly granted.

5. Acceptable Use Policy

You agree not to misuse the Services or assist others in doing so. Prohibited uses include but are not limited to:

- Engaging in unlawful, harmful, or fraudulent activities.
- Uploading or transmitting viruses, malware, or other malicious code.
- Interfering with or disrupting the integrity or performance of the Services.
- Attempting to gain unauthorized access to the Services, accounts, or computer systems.
- Using automated systems (such as bots or scrapers) to access the Services without prior written consent.

6. User Content

You may submit, upload, or otherwise make available User Content through the Services. You retain ownership of your User Content, including intellectual property in design plans and finish schedules you create and upload. By submitting User Content, you grant Renoverse a worldwide, non-exclusive, royalty- free license to host, store, reproduce, use, and display the User Content solely for the purpose of providing the Services, as well as to enable Renoverse to improve its products and services, conduct analytics, and support its business operations.

Renoverse may collect and use aggregated, anonymized, or de-identified information derived from User Content and from your use of the Services for analytics, research, improving and personalizing the Services, and other lawful business purposes, including commercial, advertising, and data-licensing uses, provided that no individual User is personally identifiable.

You represent and warrant that:

- You have all rights necessary to grant the licenses described above.
- Your User Content does not infringe or violate any third-party rights or applicable laws.
 Renoverse may remove or disable access to any User Content that violates these Terms or is otherwise objectionable.

7. Intellectual Property Rights

Except for User Content, all content, software, features, and functionality of the Services, including but not limited to text, graphics, logos, designs, icons, and code, are the property of Renoverse or its licensors and are protected by copyright, trademark, patent, and other intellectual property laws. You may not use Renoverse's name, trademarks, or logos without prior written permission.

8. Fees, Payments, and Subscriptions

Access to certain features of the Services may require the payment of fees. Subscription plans may include:

- Monthly per-seat plans for professional users.
- Annual per-seat plans for homeowner users.
- Additional premium tiers or add-ons.

Subscriptions will auto-renew unless cancelled in accordance with these Terms. Certain subscription plans may also be subject to a minimum commitment period of 3 months. Discounted annual options may also be available.

Payment Processing

Payments will be processed by a third-party payment processor (e.g., Stripe). By subscribing or purchasing, you agree to:

- Pay all applicable fees as described at the time of purchase.
- Provide accurate billing and payment information.
- Authorize Renoverse and its third-party payment processor to charge your payment method for recurring subscription fees until you cancel.

Refunds and Credits

Unless otherwise stated, all fees are non-refundable. Refunds or credits may be provided in limited circumstances, including but not limited to:

- Errors in billing; or
- As otherwise required by applicable law.

Cancellation

You may cancel your subscription in accordance with the cancellation terms provided at the time of purchase. Unless otherwise specified, cancellations will become effective at the end of the then-current billing cycle.

9. Termination and Suspension

Renoverse may suspend or terminate your access to the Services immediately, with or without notice, if:

- You violate these Terms or any applicable laws.
- You engage in fraudulent, abusive, or harmful conduct.

Termination by User

You may terminate your account at any time by following the instructions provided in your account settings. Termination will be effective at the end of the current billing cycle unless otherwise specified.

Effect of Termination

Upon termination, your license to use the Services will cease immediately. You remain responsible for all fees incurred up to the date of termination. Certain provisions of these Terms that by their nature should survive termination shall survive, including but not limited to Sections 5 (User Content), 6 (Intellectual Property Rights), 7 (Fees, Payments, and Subscriptions), 9 (Disclaimers), 10 (Limitation of Liability), 11 (Indemnification), and 12 (Governing Law and Dispute Resolution).

Reinstatement

Renoverse may, at its sole discretion, reinstate accounts terminated for non-payment or inactivity subject to payment of any outstanding amounts.

10. DISCLAIMERS

 THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RENOVERSE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT. RENOVERSE DOES NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR- FREE, SECURE, OR FREE OF HARMFUL COMPONENTS. NOTHING IN THIS SECTION 10 WILL OPERATE TO EXCLUDE OR LIMIT WARRANTIES OR CONDITIONS THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

THE SERVICES MAY INCLUDE FEATURES THAT UTILIZE ARTIFICIAL INTELLIGENCE OR MACHINE-LEARNING ALGORITHMS TO GENERATE RECOMMENDATIONS, SUMMARIES, OR OTHER CONTENT. RENOVERSE MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY SUCH AI-GENERATED OUTPUTS AND DISCLAIMS ALL LIABILITY FOR DECISIONS OR ACTIONS TAKEN IN RELIANCE UPON THEM. USERS ARE RESPONSIBLE FOR VERIFYING AND EVALUATING ANY AI-GENERATED INFORMATION FOR THEIR INTENDED USE.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW:

- RENOVERSE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES.
- RENOVERSE'S TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES
 WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO
 RENOVERSE FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS
 PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (US \$100). NOTHING
 IN THIS SECTION 11 SHALL LIMIT OR EXCLUDE LIABILITY FOR GROSS
 NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, DEATH, OR PERSONAL INJURY
 CAUSED BY NEGLIGENCE, OR ANY OTHER LIABILITY THAT CANNOT BE
 EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Renoverse and its affiliates, officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, judgments, awards, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your use of the Services.
- Your violation of these Terms.
- Your User Content.

13. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

Jurisdiction

Any legal action or proceeding arising under these Terms shall be brought exclusively in the state or federal courts located in Delaware, and you consent to the personal jurisdiction of such courts.

Alternative Dispute Resolution

Before initiating formal legal proceedings, the parties agree to attempt in good faith to resolve any dispute informally. If informal resolution is not achieved, disputes shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall take place in Wilmington, Delaware, in the English language, before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property or confidential information.

14. Additional Terms & Policies

Your access to and use of the Services are also governed by Renoverse's <u>Privacy Policy</u> and <u>Cookie Policy</u>, as well as any other supplemental terms or policies incorporated by reference on the Services. In the event of a conflict between these Terms and any supplemental terms for a specific Service or feature, the supplemental terms will control **only** to the extent of the conflict for that Service or feature.

15. Changes to the Terms

Renoverse may revise these Terms at any time in its sole discretion. Material changes will be communicated by posting updated Terms on the Services and, where appropriate, by additional notice (such as email). Your continued use of the Services after the effective date of the changes constitutes your acceptance of the revised Terms.

16. Miscellaneous

- **Entire Agreement:** These Terms constitute the entire agreement between you and Renoverse regarding the Services.
- Waiver and Severability: The failure of Renoverse to enforce any provision shall not be considered a waiver. If any provision is found unenforceable, the remaining provisions will remain in full force.
- Assignment: You may not assign or transfer your rights or obligations under these
 Terms without prior written consent. Renoverse may assign its rights and obligations
 without restriction.
- Force Majeure: Renoverse shall not be liable or responsible for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, epidemics, pandemics, strikes, labor

disputes, war, terrorism, civil unrest, embargoes, government orders or regulations, power outages, internet or telecommunications failures, or other similar events. In the event of a Force Majeure occurrence, Renoverse's obligations shall be suspended for the duration of the event, and Renoverse will make reasonable efforts to resume performance as soon as practicable.

- Electronic Communications and Signatures: You agree that all agreements, notices, disclosures, and other communications that Renoverse provides to you electronically satisfy any legal requirement that such communications be in writing. You further agree that electronic signatures, agreements, and records shall have the same legal effect as physical signatures and paper records.
- **Headings:** The section titles and headings in these Terms are provided for convenience only and shall not affect the interpretation of these Terms.
- **No Third-Party Beneficiaries:** These Terms are for the sole benefit of you and Renoverse. Nothing in these Terms shall create or be deemed to create any rights or benefits enforceable by any person or entity other than you and Renoverse.
- Order of Precedence: In the event of any inconsistency between these Terms and any Renoverse policy or agreement referenced herein (including the Privacy Policy or Cookie Policy), these Terms will control unless a separate written agreement between you and Renoverse expressly provides otherwise.

17. Notices

Renoverse may provide notices to you under these Terms by:

- Posting the notice on the Services;
- Sending an email to the email address associated with your account; or
- Any other method reasonably designed to provide notice to you.

You agree that all notices provided electronically satisfy any legal requirement that such communications be in writing. It is your responsibility to maintain a current and accurate email address for receipt of notices.

Notices to Renoverse under these Terms must be sent to <u>legal@renoverse.ai</u> and to Renoverse's then-current registered agent or business address, as posted on the Services or otherwise provided by Renoverse from time to time.

18. Contact Us

If you have any questions or concerns regarding these Terms, please contact us at:

Renoverse AI, Corp.

251 Little Falls Drive, In the City of Wilmington, County of New Castle, Delaware 19808 legal@renoverse.ai