

# PUBLIC OFFER

This document is a public offer by DMCC, a company registered under the laws of the Emirate of Dubai, 24TTL DIGITAL MARKETING SOLUTIONS addressed to any legal entity or individual, that corresponds to the definition of the Client below, willing and able to enter into a services contract on the conditions specified below.

## 1. Terms and definitions

**Contract** – services contract between the Company and the Client, which shall be effective from the moment the Client performed necessary actions to enter into the Contract as stated herewith.

**Client** – legal entity or individual of the full legal age, who is capable and allowed to enter into contracts, willing and able to receive services and perform obligations as described in this document, who performed necessary actions to enter into this services contract as described below.

**Company** – 24TTL DIGITAL MARKETING SOLUTIONS DMCC

**Parties** – Company and the Client.

**Offer/public offer** – this document, which can be found online at <https://app.24gen.ai/docs/en/terms.pdf>

**Rules** – order, procedure and scope of services to be rendered by the Company, which are indicated at the following public offer.

**Service 24GEN.AI** (hereinafter – Service) is a software which allows the automatic generation of graphic materials including but not limited on the basis of entered by the Customer images in JPEG or PNG format. The Service is available to the Customer at the website <https://app.24gen.ai/> (hereinafter – Website).

Other terms and definitions used in this document shall be understood in accordance with the Service and in the event of any discrepancies and/or lack of appropriate and clear definitions on the Service the Parties shall refer to the legislation of the Emirate of Dubai, as well as common understanding of such definitions on the Internet.

### Subject matter of the Contract

Under this Contract the Company shall provide an access to the Service on a paid basis, and the Client shall pay the remuneration for the access in accordance with the Contract.

## **2.2 Scope of Actions**

The actions of the Company included in the services under the following public offer are defined by the chosen Services package.

## **2.3 Customer Requirements**

To use the Service, the Customer must:

- Have access to the Internet.
- Register an Account on the site <https://app.24gen.ai/> by filling out a special form.
- Make payment for the chosen Services package.

## **2.4 Access to the Service**

Access to the Service shall be provided to the Customer no later than three (3) working days from the date the full amount of the chosen Services package is credited to the Company's account.

## **2.5 Service Period**

Access to the Service is provided for the period specified in the chosen Services package.

## **2.6 Service Usage and Refunds**

If the Customer refuses to use the functionality of the Service before the Service package limit is exhausted, the cost shall not be recalculated.

## **2.7 Unused Services**

If the Customer does not use the services and does not notify the Company about it, the services shall be considered properly provided.

## **2.8 Intellectual Property**

The Company is the owner of the exclusive rights to the Service. The Operator does not transfer to the Customer any exclusive rights related to the Service.

## **2.9 Customer Content Rights**

The Customer retains all rights to any files, materials, and content they publish or display on or through the Service and is solely responsible for protecting these rights.

## **2.10 Responsibility for Created Content**

The Customer is fully responsible for the content created and published on or through the Service. All rights to such content belong to the Customer from the moment of creation.

## **2.11 Limitation of Liability**

The Company is not responsible for any direct or indirect damage incurred by the Customer, its users, or third parties in connection with the Service and/or graphic materials generated by or through the Service. The Company is also not responsible for compensating any losses incurred in connection with the use of the Service and/or graphic materials generated using the Service.

## **3. Execution of the Contract**

### **3.1 Conclusion of the Contract**

The Parties agree that this Contract shall be concluded at the moment the Client selects a Services package and makes payment of the remuneration in the amount specified on the Website.

### **3.2 Contract Execution Moment**

For the avoidance of doubt, the Client shall become a party to this Contract at the moment payment for the chosen Services package is made, including partial payment if such an option is available on the Website. This moment shall be considered the execution of the Contract.

### **3.3 Client's Acknowledgment and Consent**

By executing this Contract, the Client acknowledges and agrees that they have read and understood all provisions of this document and provide their full and unconditional consent to all specified terms. By making the payment, the Client confirms that they have reviewed the procedure for rendering Services and have used all available resources to obtain the necessary information about the Services before executing the Contract.

### **3.4 Client's Legal Capacity**

By executing this Contract, the Client confirms that they possess the necessary legal authority, are of full legal age, and have full legal capacity to enter into agreements and other binding documents. The Client also provides all warranties and representations in accordance with the Contract, if applicable.

### **3.5 Amendments to the Contract**

The Parties agree that the Company has the right to unilaterally amend this Contract and/or other related documents by publishing the updated versions on the Website.

## **4. Services Procedure**

### **4.1 Service Provision**

The Parties agree that the procedure for rendering Services, along with all actions performed by the Company as part of the Services, shall be specified on the Website and in this public offer in accordance with the Service package chosen by the Client.

### **4.2 Scope of Services and Communication**

The Parties reserve the right to agree upon an extended scope of Services and discuss the progress of service provision through the official means of communication specified herein.

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## **4.3 Engagement of Third Parties**

The Client agrees that the Company has the right to engage third parties in the process of rendering Services.

## **4.4 Compliance and Termination**

The Parties agree that Services shall be rendered only if the Client rigorously complies with all procedures established by the Company. If the Client fails to fully comply with the terms of this public offer or other necessary documents, the Company has the right to unilaterally terminate this Contract, with full remuneration to be paid by the Client.

The Parties also agree that the Company does not provide any warranties or guarantees regarding the exact duration of cooperation with the Company, its representatives, or the execution of any other actions as part of the Services.

# **5. Rights and Obligations of the Parties**

## **5.1 Client's Obligations**

### **5.1.1 Payment of Remuneration**

The Client shall pay the remuneration for the Services as stated on the Website. In the event of failure to perform payment as specified, the Client shall pay the Company a penalty fee of 0.1% of the amount due per each day of delay.

### **5.1.2 Providing Information**

The Client shall provide the Company with full and correct information upon request to enable the rendering of services under the Contract. This information is provided by filling out a questionnaire from the Company or through other means of cooperation. If the Client provides false, misleading, incorrect, or otherwise insufficient information, the Company has the right to unilaterally terminate the Contract, with full remuneration to be paid by the Client, along with compensation for any expenses incurred due to such information.

### **5.1.3 Compliance with Instructions**

The Client shall perform all actions recommended by the Company, follow instructions, comply with requests, and adhere to the procedures for rendering services.

### **5.1.4 Confidentiality**

The Client shall refrain from disclosing confidential information or data that is considered a trade secret of the Company if such information is provided under this Contract.

### **5.1.5 Notification of Circumstances**

The Client shall immediately inform the Company of any circumstances that may impact the provision of services. If the Client fails to do so, the Company has the right to unilaterally terminate the Contract, with full remuneration to be paid by the Client, as well as compensation for any expenses incurred.

### **5.1.6 Cooperation**

The Client shall cooperate with the Company to facilitate the provision of services under the Contract.

### **5.1.7 Waiver of Claims**

The Client shall refrain from making any claims regarding the results of services rendered if they have violated any terms of this Contract.

## **5.2 Client's Rights**

### **5.2.1 Service Provision**

The Client has the right to receive services in accordance with the Contract and the public offer, as well as obtain information regarding the status of service provision.

### **5.2.2 Freezing or Changing Service Terms**

The Client may initiate a one-time freeze or change in the term of service provision in case of unforeseeable personal circumstances, failure to pass necessary exams or tests, or failure to receive required documents.

### **5.2.3 Subscription Management**

The Client may independently disable the Service subscription by going to their Account settings (<https://app.24gen.ai/profile/>) and clicking the "Unsubscribe" button. The cost of the subscription paid by the Client is non-refundable.

## **5.3 Company's Obligations**

### **5.3.1 Service Provision**

The Company shall provide the services in accordance with the Contract.

### **5.3.2 Notification of Circumstances**

The Company shall inform the Client within a reasonable time of any circumstances that may negatively affect service provision.

### **5.3.3 Confidentiality**

The Company shall refrain from disclosing confidential information and data provided under this Contract. However, the Client agrees that their confidential information may be shared with third parties involved in service provision, and such disclosure shall not be considered a violation of the Contract.

## **5.4 Company's Rights**

### **5.4.1 Engagement of Third Parties**

The Company has the right to engage third parties in the service provision process, without limitation on the number of such parties.

### **5.4.2 Alternative Service Methods**

The Company may propose alternative methods for rendering services without refunding any remuneration if certain criteria set by the Client negatively impact service provision. This includes, but is not limited to, circumstances that arise after the commencement of services.

### **5.4.3 Refusal of Service Provision**

The Company may **refuse** or **refrain** from providing services if:

- The Client violates this Contract.
- Service provision is impossible or severely impacted by external circumstances beyond the Company's control (excluding force majeure events).

### **5.4.4 Retention of Costs and Expenses**

If the Client unilaterally terminates the Contract or fails to fulfill their obligations in good faith, the Company has the right to retain service fees and expenses incurred, including bank fees and commissions, unless otherwise required by law.

## **6. Remuneration for Services**

### **6.1 Payment Amount and Currency**

The remuneration shall be paid in the amount specified on the Website. Payment can be made in the currency designated on the Website and includes all applicable taxes in accordance with the legislation of the Emirate of Dubai.

### **6.2 Fulfillment of Payment Obligation**

The obligation to pay remuneration shall be considered fulfilled once the payment has been credited to the Company's bank account.

### **6.3 Bank Fees and Responsibilities**

The Parties agree that the Company is not responsible for:

- Bank commissions.
- Issues related to bank transfers.
- Situations where the Client takes out a loan or subscribes to any credit product to pay for the services.

The Company advises the Client to contact their bank and review applicable tariffs before making any payments.

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## **7. Confidentiality**

### **7.1 Confidentiality Duration**

All information provided or shared under this Contract shall remain confidential for the duration of the Contract and for **five (5) years** after its termination.

### **7.2 Disclosure Restrictions**

Unless otherwise stated in this Contract, the Parties agree not to disclose confidential information to third parties, except where required by applicable legislation. If a Party must disclose confidential information to third parties (except in cases stipulated in Clause 5.3.3), they shall notify the other Party as soon as reasonably possible.

## **8. Force Majeure Circumstances**

### **8.1 Definition and Scope**

A case of force majeure exists if an unforeseeable, serious event beyond a Party's control prevents them from fulfilling their obligations, in whole or in part. Such events include, but are not limited to:

- War, terrorist conflicts, epidemics.

- Industrial and labor disputes.
- Government restrictions.
- Severe power failures, server failures.
- Fire damage, floods, strikes, business interruptions not caused by fault or negligence.
- Administrative orders and lawful lockouts.

## **8.2 Notification and Mitigation**

If force majeure circumstances prevent a Party from fulfilling its obligations, the affected Party shall notify the other Party within three (3) days of the occurrence and disappearance of such circumstances. The affected Party shall make every reasonable effort to limit the effects of force majeure.

## **8.3 Contract Termination Due to Force Majeure**

If force majeure circumstances persist for more than two (2) months, either Party may terminate the Contract. In such a case, the Contract shall be deemed terminated, and neither Party shall have the right to claim damages from the other Party due to the force majeure event.

# **9. Applicable Law and Final Provisions**

- This Contract shall be governed by the **laws of the Emirate of Dubai**, excluding its conflict of laws rules.
- In case of any dispute concerning the implementation of the Contract, the Parties shall follow a pre-trial dispute settlement procedure.
- If the Parties fail to settle the dispute through negotiations, the dispute shall be resolved in the courts of Dubai.

# **10. Company Details**

24TTL DIGITAL MARKETING SOLUTIONS DMCC

- Registration Number: *DMCC146310*
- Registered Address:  
*Astrolabs, R5 Retail Level, Cluster R,  
Jumeirah Lakes Towers,  
Dubai, UAE*
- Unit Code: *RET-R6-097*