

TERMS OF SERVICE

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Welcome to pmsox.io (the “Website”), which is owned and operated by pmsox.io, (“us”, “we”, “our” or “Company”). We are a website using artificial intelligence to provide interior design inspiration to our users. (the “Service”).

Your access to and engagement on the Website is governed by these terms and conditions (the “Terms”). We reserve the right to change these Terms from time to time with or without notice to you. You acknowledge and agree that it is your responsibility to periodically review this webpage and these Terms. Your continued use of the Website after such modifications will constitute acknowledgement and acceptance of the modified Terms.

Please also review our terms of service policy which can be found at pmsox.io/terms.

BY USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE EXIT OUR WEBSITE.

Your Information

If you wish to place an order for credits or a subscription plan available on the Website, you may be asked to supply certain information relevant to your order including your name, your email, your credit card number, the expiration date of your credit card and your billing address.

You represent and warrant that: (i) you have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any order; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of your order.

Payments

All credits purchased are subject to a one-time payment. Purchases may be refunded for valid reasons at the discretion of the Company. Payment can be made through various payment methods we have available.

The Company may offer subscriptions for its service. Subscription payments must be made in advance. You consent to the Company charging any credit card or any other form of payment provided for the length of the subscription, and any renewals, including automatic renewals unless canceled by you prior to the start of the renewal period. The

Company reserves the right to change the subscription price at any time. Changes to subscription prices, if any, shall not occur during the term of an existing subscription, but take effect prior to any renewals, including automatic renewals.

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery of Your Order.

User Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Website.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a Third-Party Social Media Service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

Third-Party Websites and Information

We are not responsible for the accuracy of any information contained on links appearing on our Website. We have no control over and assume no responsibility for the content of third-party websites.

Disclaimer

The Service is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Website and its Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Limitations on Usage

You may not use, or encourage, or facilitate or instruct others to use the Services for any of the following:

- Activities that are illegal or violate the rights of others, or that may be harmful to others, our operations or reputation, including disseminating, promoting or facilitating sexual activities, offering or disseminating fraudulent services, goods, schemes or promotions.
- Uploading, generating or making available content that infringes or misappropriates the intellectual property rights of others.
- Uploading, generating or making available content that is defamatory, obscene, blasphemous, abusive, invasive of privacy or objectionable, including content that constitutes or depicts child pornography, bestiality or non-consensual sexual acts.
- Uploading, generating or making available content that may damage our Service, or interfere with, intercept or expropriate any system, program or data, including viruses, Trojan horses, worms, or other malware.

In addition:

- You must be at least 18 years old to use the Website.
- Accounts registered by bots or other automated methods are not allowed.
- You must use reasonable security precautions with regard to your use of the Services, such as establishing secure passwords, keeping passwords confidential, and using reasonable efforts to protect your systems and data from

malware. You must immediately notify us of any potential misuse, actual misuse or unauthorized use of your account.

- You are solely responsible for properly configuring and using the Website and otherwise taking appropriate action to secure, protect, and backup your accounts and/or any content uploaded to the Website in a manner that will provide appropriate security and protection.

Your Intellectual Property Rights

You retain intellectual property rights in any content uploaded to the Website, including photographs. That being said, by using our website, you grant us a non-exclusive, perpetual, royalty-free, worldwide right to copy, distribute, display, publish, translate, adapt, modify and otherwise use any photographs that have been uploaded.

As we respect the intellectual property rights of others, we ask you to do the same. In instances where we are notified of alleged infringing User Content, a decision may be made to remove access or disable access to such materials, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. 512(c). We may also make a good faith attempt to contact the person who submitted the affected material so that they may make a counter-notification.

If you believe that your copyright has been infringed by User Content provided on this Website, you should send notification to our DMCA notification address at admin@pmsox.com.

Our Intellectual Property Rights

The Service and its original content (excluding Content provided by you or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Limitation of Liability and Indemnification

In no event shall we be liable to you or any third-party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, profit loss, whether or not we have been advised of the possibility of such damages, and on any theory of liability,

arising out of or in connection with the use of this Website or any website referenced or linked to from this Website.

You agree to defend, indemnify, and hold us harmless from all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Website. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Termination

If any time we feel that you have violated these Terms, we shall immediately terminate your use of our Website. It is within our sole discretion to allow any user's access of our Website and we may revoke this access at any time without notice, and if necessary, block your IP address from further visits to our Website.

Governing Law

This Website (excluding any Third-Party websites) is controlled by us from our offices in Massachusetts, and the statutes and laws of Massachusetts shall be controlling, without regard to the conflicts of laws principles hereof. You agree and submit to the exclusive personal jurisdiction and venue of the Superior Court of New Jersey, County of Passaic or the United States District Court for the District of New Jersey at our discretion.

Class Action Waiver

You further agree that any action brought against the Company will be brought on an individual basis, and you waive your right to participate in a class action lawsuit.

Savings Clause

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

No Waiver

Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

Entire Agreement

These Terms constitute the entire agreement and understanding between you and us regarding your use and operation of this Website. These Terms may not be altered, supplemented or amended by the user of any other documents. To the extent that anything in or associated with this Website is in conflict or inconsistent with these Terms, these Terms shall take precedence.

If you have any questions regarding these Terms, contact us at admin@pmsox.com