

TERMS OF USE/ USER AGREEMENT

(Public Offer Version)

This Agreement is entered into by and between the User and the Company operating the Company's platform/ mobile application, providing access to advertising campaign projects and interaction with influencers.

1. DEFINITIONS

1.1 "Platform" and/or "Application" – automated advertising campaign management software accessible via <https://rizzult.ai/>, as well as available on marketplaces and app stores.

1.2 "Company" – Result-Oriented Creators Solution L.L.C-FZ, a company incorporated under the laws of the United Arab Emirates, with registered office at Meydan Grandstand, 6th Floor, Meydan Road, Nad Al Sheba, Dubai, United Arab Emirates, license No.: 2529381.01 - the entity managing the Platform, offering access to advertising campaign projects and interaction with influencers.

1.3 "User" – any individual or entity registered on or accessing the functionalities of the Platform, whether for their benefit or on behalf of a third party (including but not limited to acting as a representative, agent, or employee of a client company). The User shall not be considered a consumer within the applicable consumer protection laws of the United Arab Emirates. The Platform is intended for professional and commercial use only. Any relationships arising from the use of the Platform shall be of a purely civil and commercial nature, established exclusively between two independent entities.

1.4 "Content" – any materials uploaded by Users to the Platform.

2. ACCEPTANCE & AMENDMENTS

2.1 By registering or accessing the Platform, the User agrees:

To comply with this Agreement;

To provide accurate information;

To be legally bound as if signing a written contract.

2.2 COMPANY may modify terms with 5 days prior notice via:

Platform notifications;

Email to registered Users.

Continued use of the Platform after changes constitute acceptance of modified terms.

2.3. Users may propose amendments to these Terms by submitting a written proposal to the Company via email at legal@rizzult.ai. The Company undertakes to review such proposals in good faith and may, at its sole discretion, agree to individual contractual terms in writing, which shall supersede the general terms for the respective User.

Accordingly, these Terms shall not be considered a contract of adhesion (standard form contract) under the applicable laws of the United Arab Emirates, as Users are provided with a real and effective opportunity to negotiate and agree on individualized terms.

3. ACCOUNT MANAGEMENT

3.1 Registration Requirements

To access the Platform, the User must:

Complete verification required by law and the Platform's functionality.

Provide accurate and authentic information.

Submit any requested documents, including via third-party services if applicable.

3.2 Account Security

The User is fully responsible for:

Securing account access and all activities performed through the account.

Immediately notify the Platform of any unauthorized access, suspicious activity, or breach of these Terms.

4. USER OBLIGATIONS

Users SHALL NOT:

4.1 Violate any applicable laws, regulations, or industry standards relevant to their use of the Platform.

4.2 Engage in prohibited activities:

Spam/virus distribution;

Political campaigning;

Multi-accounting;

Unauthorized data scraping;

Exploiting technical vulnerabilities.

5. COMPANY'S RIGHTS

5.1 Account and Service Management

The Company reserves the right to:

Suspend or terminate the User's account if the User violates these Terms or any applicable agreement.

Unilaterally terminate any other agreement with such User.

Modify or update Platform features at any time without prior notice.

5.2 Rewards and Compensation Adjustments

The Company may:

Recalculate or withhold any rewards if the User violates these Terms, Platform policies, applicable agreements, or laws.

Offset any losses, including direct or indirect damages, lost profits, or other harm caused by the User, against any amounts owed to the User.

5.3 Content Moderation and Legal Compliance

The Company may, at its sole discretion:

Remove any illegal or objectionable content.

Disclose User information to authorities if required by applicable law.

5.4 Assignment of Rights

The Company may transfer or assign its rights and obligations under this Agreement to any third party at its sole discretion, and the User hereby consents to such transfer or assignment.

6. LIABILITY PROVISIONS

6.1 User's Liability:

Responsible for all Content and activities, actions on the Platform;

Must indemnify the COMPANY for any damages and third-party claims arising from the User's violations.

6.2 Platform liability:

To the maximum extent permitted by law, the Platform shall not be liable for any damages, losses, or claims arising from or in connection with the User's use of the Platform.

The Platform is provided on an 'as-is' and 'as-available' basis. To the fullest extent permitted by applicable law, the Platform disclaims all liability for any direct, indirect, incidental, consequential, or special damages arising from or related to the use of the Platform. Users agree that their sole and exclusive remedy is to discontinue using the Platform.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Platform Ownership and License Grant

7.1.1. COMPANY is:

The exclusive rights holder of all intellectual property related to the Platform, including but not limited to:

Software and system architecture

Database rights

User interface designs

Documentation and know-how

Trademarks and branding

The sole licensor authorized to grant access to the Platform

Entitled to take all necessary legal actions to protect its intellectual property rights

7.2 User Content License

7.2.1. By uploading Content to the Platform, the User grants the COMPANY a worldwide, royalty-free, sublicensable license to:

Use, reproduce, modify, adapt, and distribute the Content

Create derivative works

Sublicense these rights as necessary for Platform operations to:

Affiliated companies

Employees and contractors

Service providers

Other third parties

7.2.2. Specific Usage Rights:

The COMPANY may use the User's Content for:

Marketing and promotional materials

Social media posts and reposts

Presentations and sales collateral

Client communications

Platform demonstrations

Any other legitimate business purposes

7.3 Attribution and Anonymization

7.3.1. The COMPANY may at its discretion:

Display Content with the User's username/nickname/name

Use anonymized or modified versions of the Content

Combine User Content with other materials

7.4 User Warranties

Users represent and warrant that:

They own or have necessary rights to all uploaded Content

Content does not infringe on third-party rights

They have obtained all required releases (for any recognizable persons)

Users warrant that they have obtained explicit written consent from any individuals whose image, voice, likeness, or other personal attributes are included in the Content for the purposes described herein.

7.5 Moral Rights

To the extent permitted by law, Users waive any moral rights in their Content regarding:

Attribution

Integrity

Objection to derogatory treatment

7.6 License Duration and Irrevocability

(a) Perpetual License: The license granted by Users to the COMPANY under this Section 7 shall remain in full force indefinitely unless formally revoked in writing as provided below.

(b) Minimum Term: Notwithstanding the foregoing, Users may not revoke this license or demand content removal earlier than 1 year after:

The User's removal of Content from the Platform; or

Termination of the User's account.

This minimum period is required to ensure:

System archiving and backup procedures;

Transition of services to other Users (where applicable);

Compliance with legal/regulatory retention requirements.

(c) Revocation Process: After the 2-year minimum period, Users may submit a written revocation request via registered mail to the COMPANY's legal address. The COMPANY will:

Acknowledge receipt within 30 days;
Complete removal/withdrawal within 90 days, except where:
The Content has been lawfully sublicensed to third parties;
Retention is required by law (e.g., litigation holds);
The Content has been anonymized or transformed beyond recognition.
(d) Survival for Legal Uses: Even after revocation, the COMPANY retains the right to:
Continue using anonymized/aggregated data;
Maintain copies for legal compliance;
Reference historical usage in dispute resolution.
Notwithstanding the foregoing, the COMPANY reserves the right to retain copies of Content or personal data where required to comply with applicable laws and regulations of the United Arab Emirates, including data retention obligations for legal, regulatory, or security purposes. Users acknowledge that anonymized or aggregated data that no longer identifies any individual may be retained indefinitely.

7.7 Restrictions:
No reverse engineering/derivative works without written consent of the COMPANY;
Any trademark use is required prior to the COMPANY's authorization.

8. DATA PROTECTION

8.1 Processing governed by:
Platform's Privacy Policy;
Applicable laws and regulations.

9. GOVERNING LAW & DISPUTE RESOLUTION

9.1 Governing Law

This Agreement shall be governed by and construed by the laws of the jurisdiction where the COMPANY is incorporated.

9.2 Mandatory Pre-Litigation Procedure

9.2.1. Written Notice Requirement:

Prior to initiating any court or arbitration proceedings, the disputing Party (Claimant) shall submit a detailed written claim to the other Party (Respondent) via:

Registered mail to the legal address of the COMPANY (for claims against the COMPANY);

Email and/or Platform notification (for claims against the User).

9.2.2. Content of Claim:

The claim must include:

Description of the dispute and violated provisions of this Agreement;

Supporting evidence;

Proposed resolution method;

Deadline for response (minimum 10 calendar days from receipt).

9.3 Negotiation Period

9.3.1. The Parties must engage in good-faith negotiations for at least 10 calendar days after the Respondent receives the claim.

9.3.2. If the dispute remains unresolved after this period, the Claimant may proceed to litigation/arbitration under Section 9.5.

9.4 Mediation (Optional)

Before formal proceedings, the Parties may (but are not obligated to) attempt mediation through a neutral third party. Costs shall be shared equally unless agreed otherwise.

9.5 Arbitration/Litigation

9.5.1. Jurisdiction:

All disputes not resolved amicably shall be finally resolved:

By arbitration or

By the competent courts of the jurisdiction where the COMPANY is legally established in accordance with its procedural laws.

9.5.2. Waiver of Class Actions:

Claims may only be brought individually, not as part of a class/collective action.

9.6 Costs

The losing Party shall reimburse the prevailing Party's reasonable legal fees and expenses.

10. GENERAL TERMS

10.1 Termination: The Company reserves the right to suspend or terminate the User's access to the Platform at any time, for any reason or no reason, and without prior notice, provided that such suspension or termination does not violate applicable laws.

10.2 Survival: Sections 6-9 remain effective post-termination.

10.3. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4. All actions on the Platform are legally significant and give rise to rights and obligations for the Parties.