

Refsee End User License Agreement

Please read these End User License Agreement ("Terms", "EULA") carefully before using the <https://refsee.com> website ("Service", "Software") operated by Fancyshot LLC-FZ ("us", "we", or "our").

Your access to and use of the Software is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Software.

By accessing or using the Software, you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Software.

Accounts

When you create an account with us, you must provide us with 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 Software.

You are responsible for safeguarding the password that you use to access the Software and for any activities or actions under your password, whether your password is with our Software or a third-party 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.

Eligibility

You must be at least 18 years old to use the Software. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Software; and (c) your registration and your use of the Software is in compliance with any and all applicable laws and regulations. If you act on behalf of an entity, organization or company, you declare and guarantee that you have the authority to represent an entity, organization or company when using the Software.

These Terms apply to users from all countries except the Russian Federation, the Republic of Belarus. Users from these countries should use Terms of the site <https://refsee.com/static/docs/offer.pdf>

Links To Other Web Sites

Our Software may contain links to third-party web sites or services that are not owned or controlled by us.

We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Delaware, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Software, and supersede and replace any prior agreements we might have between us regarding the Software.

General Payment Terms

Features of the Software will require you to pay fees upon registering for the service. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. Fees vary based on the plan, with different pricing schemes.

Price

We reserve the right to determine pricing for the access to the Software. We will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information, located here: <https://refsee.com/pricing>

We may change the fees for any feature of the Software, including additional fees or charges, if we give you advance notice of changes before they apply. We, at our sole discretion, may make promotional offers with different features and different pricing

to any of our customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

Authorization

You authorize us to charge all sums for the orders that you make and any level of Software you select as described in these Terms or published by us, to the payment method specified in your account. If you pay any fees with a credit card, we may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

License

We provide you with a limited, non-transferable, non-sublicensable, non-exclusive right to access and use our software (AI-powered search engine results filtering assistant). on “as is basis” without any representations or warranties.

The Software is provided "as is," with all faults, defects and errors, and without warranty of any kind. We do not warrant that the Software will be free of bugs, errors, viruses or other defects, and we shall have no liability of any kind for the use of or inability to use the Software, the Software content or any associated service, and you acknowledge that it is not technically practicable for us to do so.

To the maximum extent permitted by applicable law, we disclaim all warranties, express, implied, arising by law or otherwise, regarding the Software, the Software content and their respective performance or suitability for your intended use, including without limitation any implied warranty of merchantability, fitness for a particular purpose.

Subscription and Cancellation Policy

The Software may include automatically recurring payments for periodic charges (“Subscription”). If you activate a Subscription, you authorize us to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The “Subscription Billing Date” is the date when you purchase your first subscription to the Software. For information on the “Subscription Fee”, please see our Billing page. Your account will be charged automatically on the Subscription Billing Date all applicable fees for the next subscription period. The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account.

We will bill the periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Subscription by accessing your account profile settings and clicking on the "Delete account" option or by contacting us at: hello@refsee.com

Delinquent Accounts

We may suspend or terminate access to the Software for any account for which any amount is due but unpaid. In addition to the amount due for the Software, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

Monitoring Content

We do not control and do not have any obligation to monitor the use of the Software by its users. You acknowledge and agree that we reserve the right to, and may from time to time, monitor any and all information transmitted or received through the Software for operational and other purposes.

If at any time we choose to monitor the content, we still assume no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy: <https://refsee.com/static/docs/privacy.pdf>

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Software after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Software.

Assignment

You may not assign this EULA or any of its rights under this EULA without the prior written consent of us, and any attempted assignment without such consent shall be void.

Contact Us

If you have any questions about these Terms, please contact us:

hello@fancyshot.com

Company Name: FANCYSHOT L.L.C-FZ

Registered address: Business Center 1, M Floor, The Meydan Hotel, Nad Al Sheba,
Dubai, U.A.E