

Carbbin Technologies SL Terms of Service

Effective Date: 12 Mar 2025

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1. Acceptance of Terms

By accessing or using our service (the “Service”), you agree to be bound by these Terms of Service and our Privacy Policy. If you do not agree with any part of these Terms, please refrain from using the Service.

2. Description of the Service

Carbbin Technologies SL provides a platform for generating analytical reports (“Reports”) based on customer data. The Reports are provided for informational and internal purposes only and are not to be construed as legal, financial, or professional advice. You acknowledge that you are solely responsible for any decisions made based on the Reports.

3. Subscription, Billing, and Payment

- **Subscription Plans:**
Our pricing is based on the number of Reports generated within a billing

period. Pricing and usage limits are tailored individually or according to our tiers and plans published on our website.

- **Billing:**

Subscription fees are billed via Stripe according to the selected plan or individual agreement. For monthly subscriptions, once you have paid, you will have access to the Service until the end of that month—even if you cancel your subscription before the month ends. For annual subscriptions, you will have uninterrupted access for the full subscription period; no refunds will be provided, as long as we continue to deliver the Service.

- **Modifications:**

We reserve the right to modify pricing or Report limits. Any such changes will be communicated in advance via our website or direct communication.

4. Usage Limits

- **Flexible Usage:**

Each subscription plan includes a predetermined limit for Reports. For monthly plans, this is defined as a set number of Reports per month. For annual plans, you are granted a total yearly limit (equivalent to 12 times the monthly limit), which you may use flexibly throughout the year (e.g., you may generate all available Reports in one month if desired).

- **Custom Agreements:**

Usage limits and pricing for specific customers may vary based on individual agreements. These details will be specified in your contract with us.

5. Disclaimer and Limitation of Liability

- **Disclaimer:**

The Reports provided by Carbbin Technologies SL are for informational and internal purposes only and do not constitute legal, financial, or professional advice.

- **Limitation of Liability:**

In no event shall Carbbin Technologies SL be liable for any indirect, incidental, special, or consequential damages (including loss of profits or data) arising out of your use of the Service. Our total liability for any claims related to the Service shall not exceed the fees paid by you for the Service during the three months prior to the claim.

- **Indemnification:**

You agree to indemnify and hold Carbbin Technologies SL and its affiliates harmless from any claims, damages, or losses resulting from your use of the Service or your violation of these Terms.

6. Automated Processing and Use of External Language Models

- **Automated Report Generation:**
Our Service employs automated processes—including the use of external language models to generate Reports with minimal human input.
- **Disclaimers:**
These automated processes are provided solely for informational purposes. While we strive for accuracy, the Reports may contain errors or limitations inherent to automated processing. We do not guarantee that the Reports will be error-free or suitable for all decision-making purposes. Users should exercise caution and seek professional advice if needed.

7. Data Protection and Privacy

Your personal data is processed in accordance with our Privacy Policy and in compliance with the GDPR, Spanish data protection laws, and other applicable regulations. Please refer to our Privacy Policy for details on how we collect, use, and protect your data.

8. Intellectual Property and Usage of Reports

- **Ownership:**
All content provided through the Service, including the Reports, is owned by Carbbin Technologies SL or its licensors.
- **License to Use:**
You are granted a limited, non-exclusive, non-transferable license to use the Reports for your internal purposes only. You may not redistribute, modify, or use the Reports in any manner that could damage the reputation of Carbbin Technologies SL.
- **Internal Use:**
The Reports are intended primarily for internal use, including to help you understand trends and support your internal decision-making processes.

9. Third-Party Service Providers

We rely on third-party providers for our cloud hosting (Oracle, with services hosted in the South London zone), web hosting (Replit), and payment processing (Stripe). By using our Service, you acknowledge that these providers operate under their own

terms and conditions, which we have accepted. We do not provide additional guarantees beyond those outlined in the terms of these third parties.

10. Termination and Suspension

- **Termination by You:**

You may cancel your subscription at any time. For monthly subscriptions, access will continue until the end of the paid month. For annual subscriptions, access will continue for the full subscription period; fees already paid are non-refundable.

- **Termination by Us:**

We reserve the right to suspend or terminate your access to the Service, in whole or in part, if you breach these Terms or if we determine that your use of the Service could harm our business, our users, or third parties.

- **Effect of Termination:**

Upon termination, your right to access the Service will cease, and any outstanding fees will remain payable.

11. Governing Law and Dispute Resolution

- **Governing Law:**

These Terms shall be governed by and construed in accordance with the laws of Spain.

- **Dispute Resolution:**

Any dispute arising from or relating to these Terms shall be resolved through arbitration in accordance with the Spanish Arbitration Act, with the arbitration to be conducted in Sant Feliu de Guíxols, Girona, Spain. This method of dispute resolution is intended to be a simple and efficient process.

12. Force Majeure

Carbbin Technologies SL shall not be liable for any failure to perform its obligations under these Terms if such failure is due to circumstances beyond its reasonable control, including but not limited to natural disasters, acts of war, labor disputes, or interruptions in third-party services.

13. Changes to the Terms

We may update these Terms periodically. Significant changes will be communicated via our website or by email. Continued use of the Service after such changes constitutes acceptance of the new Terms.

14. Contact Information

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

- **Email:** carbbin@carbbin.com