PUBLIC OFFER

This document is a public offer by 24TTL DIGITAL MARKETING SOLUTIONS DMCC, a company registered under the laws of the Emirate of Dubai, 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 – illegal 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

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

Service 24AI (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.24ai.tech/ (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.

2. Subject matter of the Contract

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

2.3. To use the Service, the Customer must:
• have an access to the Internet
• register an Account on the site https://app.24ai.tech/ by filling out a special form
• to make payment for the chosen Services package

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

2.5. Access to the Service is provided for the period according to the chosen Services package.

2.6. 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. In case the Customer did not use the services and did not notify the Company about it, the services are considered to be provided properly.

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

2.9. The Customer reserves all rights to any files/materials, as well as content that the Customer publishes or displays on or through the Service and the Customer is solely responsible for protecting these rights.

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

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

3. Execution of the Contract

3.1 The Parties have agreed that this Contract shall be concluded at the moment the Client made a selection of the Services package and performed payment of remuneration in the amount specified on the Website.

3.2 For the avoidance of doubt, the Client shall become a part of this Contract

at the moment the payment of remuneration for the chosen Services package was performed, including partial payment, if such option is provided on the Website. This moment shall be considered the moment the Contract has been executed.

3.3 By executing this Contract the Client acknowledges and agrees that they have read and understood all provisions of this document, as well as provide their full and unconditional consent with all the terms specified herewith. By performing payment of remuneration the Client confirms that they have studied all the procedure of rendering Services, as well as that the Client has used all available resources to get all the necessary information about the Services needed to execute the Contract.

3.4 By executing this Contract the Client confirms that they have all the necessary powers or are of full legal age, have the full legal capacity to act and enter into agreements and other binding documents, as well as provides all the warranties and representations in accordance with the Contract, if there are any.

3.5 The Parties agree that Company has the right to amend this Contract and/or other documents unilaterally by placing the new amended versions on the Website.

4. Services procedure

4.1 The Parties have agreed the procedure for rendering Services and all Company's actions included in the Services shall be specified within the Website and the following public offer in accordance with chosen by the Client Service package.

4.2 Parties reserve the right to agree upon the further scope of Services and discuss the progress of Services provision by the official means of communication as specified herein.

4.3 Client agrees that Company has the right to engage third parties to the process of rendering services.

4.4 The Parties agree that services can be rendered only on the condition of the Client rigorously complying with all the procedures for rendering services as established by the Company. In the event the Client is not in full compliance with the rules of the following public offer or another necessary documents, the Company has the right to unilaterally terminate this Contract with full remuneration to be paid by the Client. The Parties agree that the

Company does not provide any warranties or guarantees pertaining to the exact term of the cooperation with the Company, its representatives and of performance of other actions as part of the services.

5. Rights and obligations of the Parties

5.1 Client shall:

5.1.1 Pay the remuneration for the Services as stated on the Website. In the event the Client fails to perform payment as specified the Client shall pay the Company the penalty fee in the amount of 0,1% from the amount due per each day of the delay.

5.1.2 Provide the Company with full and correct information that may get requested by Company in order to render services under the Contract. This information is provided by the Client filling in a questionnaire provided by the Company, as well as in other ways by cooperation between the Client and the Company. In the event the Client provided false, misleading, incorrect or otherwise lacking information, the Company has the right to unilaterally terminate this Contract with full remuneration to be paid by the Client, as well as compensation for any expenses born by the Company when using such information.

5.1.3 Perform all actions recommended by the Company to be performed by the Client during the rendering of services, follow instructions and comply with requests of the Company, follow the procedure for rendering services.

5.1.4 Refrain from disclosing confidential information and data which is the trade secret of the Company, if such information and/or data is provided to the Client under this Contract.

5.1.5 Immediately inform the Company in full on all circumstances that may impact the provision of services. The Company has the right to unilaterally terminate this Contract with full remuneration to be paid by the Client, as well as compensation for any expenses born by the Company, if the Client fails to inform the Company on any the circumstances stated above.

5.1.6 Cooperate with the Company in order to provide services under the Contract.

5.1. Refrain from making any claims on the results of services being rendered if the Client violated this Contract in any way.

5.2 Client has the right:

5.2.1 To receive services in accordance with the Contract and the rules indicated at the following public offer, as well as information on the status of services provision.

5.2.2 Initiate freezing or changing of the term of services provision in the event of unforeseeable personal circumstances and/or failing to pass necessary exams, tests and/or failing to receive necessary documents (not more than once).

5.2.3. To disable the subscription for the Service is carried out by the Customer independently by going to the Account settings (https://app.24ai.tech/profile) and clicking the "Unsubscribe" button. The cost of the subscription paid by the Customer is not refundable.

5.3 Company shall:

5.3.1 Provide the services in accordance with the Contract.

5.3.2 Inform the Client in reasonable time about all the circumstances that may negatively influence the provision of services under the Contract.

5.3.3 Refrain from disclosing confidential information and data, if such information and/or data is provided to the Company under this Contract. Client agrees that Client's confidential information may be provided to third parties that take part in the process of rendering of services in any way, and such provision of information shall not be considered a violation of the Contract by the Company.

5.4 Company has the right:

5.4.1 Engage third parties in the process of rendering services, not being limited to one such party.

5.4.2 Propose alternative ways of rendering services without refunding any remuneration if some of the criteria for the services provision specified by the Client may negatively impact the provision of services under the Contract, including but not limited to situations where these circumstances appeared after the start of provision of services.

5.4.3 Refrain and/or refuse the provision of services if the Client violated this Contract, as well as in situations where the provision of services is impossible or severely negatively impacted due to circumstances outside of the Company's control (not including the force majeure circumstances).

5.4.4 Keep the cost of the services, if any, as well as expenses born, including bank fees and commissions, if the Client terminated the Contract unilaterally and/or was not performing Client's obligations in good faith and in due order, unless the legislation specifically states otherwise.

6. Remuneration for Services

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

6.2 The obligation to pay remuneration shall be considered performed at the moment of remuneration being charged to the bank account of the Company.

6.3 The Parties agree that the Company is not responsible for bank commissions, issues with bank transfers, including where the Client took out a loan or signed up for any other credit product in order to pay remuneration for the services. Company advises Client to contact its bank and study its tariffs before performing any payments.

7. Confidentiality

7.1 All information provided or shared under this Contract shall be confidential for the duration of this Contract, as well as for 5 (Five) years after the end of its term.

7.2 Unless provided otherwise in this Contract, Parties agree not to share confidential information with third parties, except where a Party has the obligation to do so under the applicable legislation. The Party disclosing the confidential information to the third parties (except in case stipulated in clause 5.3.3) shall notify the other Party as soon as reasonably possible.

8. Force-majeure circumstances

8.1 A case of force majeure exists if any kind of unforeseeable, serious event arises, which is beyond the control of a Party and which prevents a Party from fulfilling its obligations in whole or in part, including war, terrorist conflicts, epidemics, industrial disputes, labor disputes, government restrictions, severe power failures, failure of a server, fire damage, floods, strikes, business interruptions not caused by fault or negligence, administrative orders and lawful lockouts, but not limited to such.

In the event that the obligations under the Contract cannot be fulfilled, the contracting Party concerned shall notify the other contracting Party of the occurrence and the disappearance of force majeure circumstances within 3 (Three) days. The first Party will make every reasonable effort to limit effects of force majeure circumstances.

If the said circumstances persist for a period exceeding 2 (Two) months, any

Party may terminate this Contract. In that case, this Contract will be deemed terminated, and no Party will have the right to claim damages from the other Party arising from said circumstances.

9. Applicable law and final provisions

9.1 The laws of the Emirate of Dubai apply to this Contract, to the exclusion of its conflict of laws rules.

9.2 In case of any dispute concerning the implementation hereof, the Parties will invoke a pre-trial dispute settlement procedure.

9.3 If the Parties fail to settle any dispute by means of negotiations, it will be passed by the Parties to the court in Dubai.

Details of the Company:

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