

Kiin.ai — Terms of Service & Sale

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1) Who we are (Contracting Entities)

Kiin.ai is a suite of AI-powered software and APIs (the “Services”) provided by the following contracting entity (also the merchant of record):

- All users worldwide:
Simple AI Projects Inc., a Delaware corporation
131 Continental Dr, Suite 305, Newark, DE 19713, United States
EIN: 61-2264582

2) Acceptance of these Terms

By creating an account, starting a trial, or purchasing a plan, you accept these Terms of Service & Sale (the “Terms”) and the incorporated Privacy Policy and Data Processing Addendum (DPA), where applicable. If you use the Services for an organization, you represent that you have authority to bind that organization.

3) What the Services do (AI notice)

The Services include AI models and tools that generate or transform content. AI outputs can be inaccurate, incomplete, biased, or inappropriate. You must apply human review and oversight before relying on outputs, especially in regulated or high-stakes domains (health, legal, finance, employment, credit, housing, education, public services). We do not provide professional advice.

4) Eligibility, accounts & security

- Minimum age: 18 (or higher where local law requires).
- Keep credentials confidential and notify us promptly of any unauthorized access.
- We may refuse/suspend/terminate accounts where needed to comply with law, manage fraud/abuse risk, or protect the platform.

4.1 Business Accounts & Authorized Users

If you create a business account or use any B2B features, you may invite or provision “Authorized Users” (your employees, contractors, or other personnel under your control). You are responsible for (a) all actions and omissions of Authorized Users, (b) configuring appropriate administrative, role-based, and security settings, and (c) ensuring all Authorized Users comply with these Terms and any applicable policies or Enterprise Agreement.

5) Acceptable Use Policy (AUP)

You must not: - violate laws or third-party rights (IP, privacy, publicity, trade secrets); - generate/distribute unlawful content (e.g., terrorism, CSAM), malware, phishing, or deceptive deepfakes without clear/legal disclosure; - scrape or extract data at scale, bypass rate limits, or attempt reverse engineering/model extraction; - use the Services in high-risk systems (e.g., medical devices, autonomous vehicles, aviation, nuclear, critical infrastructure) without robust human safeguards and redundancy; - build competing foundation models from our outputs or resell access without a proper license; - misclassify or circumvent plan types (e.g., using a consumer plan to access/expose B2B features), operate a service bureau, or grant third-party access except as expressly permitted in these Terms or a written reseller/partner or Enterprise Agreement.

We may remove content or restrict access where reasonably needed to enforce this AUP or the law.

6) Your content (inputs/outputs) & license

You retain all rights to your Prompts, Inputs, data you provide, and Outputs (“User Content”). You grant us a worldwide, non-exclusive, transferable, sublicensable license to host, process, transmit, and display User Content solely to provide, maintain, secure, and improve the Services. We may also use aggregated and pseudonymized usage data and safety signals to improve models and safety systems, as described in the Privacy Policy. You are responsible for having a valid legal basis and any necessary permissions to upload/process User Content.

7) Our IP

We and our licensors own the Services and all related IP (models, software, UI, documentation, logos). No rights are granted except those expressly stated in these Terms.

8) Confidentiality

Each party will protect the other’s Confidential Information and use it only as necessary to perform these Terms, disclosing it only to personnel or service providers under equivalent obligations, or where required by law/court (with notice where lawful).

9) Data protection (GDPR/UK GDPR/Swiss FADP/CCPA)

- Controller/Processor. Simple AI Projects Inc. acts as controller or processor depending on the feature and your configuration.
- DPA. Where we process personal data on your behalf, the DPA forms part of these Terms (including EU SCCs and UK IDTA/Addendum as applicable).

- Transfers. International transfers rely on appropriate safeguards (SCCs/IDTA and technical measures).
- Privacy rights are detailed in our Privacy Policy.

10) Pricing, plans, and auto-renewal

Plans may be monthly/annual or credit-based and auto-renew until cancelled (§15). We may change pricing with at least 30 days' notice before your next renewal. Enterprise SLAs (if any) are set out in a separate Order/Enterprise Agreement.

10A) Business (B2B) Use, Features & Billing

If you use the Services for business purposes or purchase a Business/Enterprise plan:

1. Different or Additional Functionality. Your plan may include different or additional features compared to consumer plans (for example: team workspaces, multi-seat administration, domain controls, audit logs, usage analytics, SSO/SCIM, advanced API quotas, or configuration options). Some consumer features may be disabled on Business/Enterprise plans.
2. Specific Billing. Pricing and billing metrics for Business/Enterprise plans may differ (e.g., per-seat, per-usage, per-output, minimums/committed tiers, and true-ups for overages). Taxes are assessed based on your billing address. Payment method remains Visa or Mastercard only unless otherwise agreed in a signed Order/Enterprise Agreement.
3. Appropriate Use. Business/Enterprise features are for your internal business purposes. You are responsible for (a) your Authorized Users, (b) your data and outputs, and (c) compliance with applicable laws (including employment, consumer, and data protection laws) in how you deploy the Services. Any Order/Enterprise Agreement you sign with us governs your Business/Enterprise plan and prevails over conflicting text in these Terms.
4. Reclassification. If we reasonably determine that your use is business use on a consumer plan, we may (after notice) reclassify the account and adjust fees prospectively or for the then-current term in line with §10A(2). You may cancel under §15.

11) Payments, taxes & collections

- Methods accepted. We accept credit card payments via Visa and Mastercard only. We do not accept bank transfers, checks, or other card networks.
- Security. Card data is processed by PCI-DSS compliant providers. We do not store full card numbers. Strong Customer Authentication (SCA) and 3-D Secure

may be required in the EU/UK where applicable.

- Collector. Payments are collected by your contracting entity (§1) or by a group affiliate acting on its behalf.
- Currencies & taxes. Prices are typically exclusive of taxes. VAT/OSS (EU), UK VAT, Swiss VAT, and US/Canadian sales/use taxes and other applicable taxes/fees are calculated at checkout based on your billing address and charged where required.
- Invoices & chargebacks. You consent to electronic invoices/receipts. If you initiate a chargeback, we may suspend the account and pursue lawful recovery.

12) Trials, refunds & EU consumer withdrawal

- Trials. Unless stated otherwise, trials convert to paid at the end of the trial unless cancelled.
- Refunds. Except where required by law or our published refund policy, fees are non-refundable and not credited on a pro-rata basis.
- EU/EEA consumers: You have a 14-day right of withdrawal for digital services not yet fully performed. By requesting immediate access to the service, including any recurring subscription payments, you acknowledge that you will lose your right once performance is complete. A model withdrawal form is available at <https://kiin.ai/withdrawal-form>.

13) Fair use, rate limits & beta features

We may apply credit limits, rate limits, or abuse controls to protect service stability.

- Each plan includes a set number of credits per billing period. Each generation consumes a number of credits that varies depending on the type of content generated and the AI provider used.
- Unused credits do not roll over to the next billing period.
- The number of credits included in each plan and the cost per generation type are published on our pricing page and may be updated from time to time.

Beta/experimental features are provided “as is”, may be modified or withdrawn, and are excluded from uptime commitments.

14) Third-party services & open source

The Services may depend on cloud or model providers and may include/openly reference open-source software governed by their licenses. Availability or performance of third-party services can affect the Services.

15) Suspension & termination

You may cancel at any time in the product; access remains until the end of your paid term. We may suspend or terminate on reasonable notice, or immediately for material breach, unlawful use, risk to the platform, or if required by law. Sections intended to survive will survive (e.g., IP, confidentiality, limits of liability, governing law).

16) No warranties (as permitted by law)

Unless otherwise agreed in a signed Order/SLA, the Services are provided “as is” and “as available”, without warranties of accuracy, fitness for a particular purpose, uninterrupted availability, or non-infringement.

17) Limitation of liability

To the maximum extent permitted by law:

(a) neither party is liable for indirect or consequential losses (lost profits, revenue, goodwill, data, or business interruption), even if foreseeable; and
(b) the aggregate liability of Kiin.ai and its group under these Terms is capped at the greater of (i) amounts you paid in the 12 months prior to the claim, or (ii) 100 EUR/USD, except for death/personal injury caused by negligence, fraud/fraudulent misrepresentation, or where law prohibits limitation. Mandatory consumer rights remain unaffected.

18) Indemnity (B2B)

If you use the Services for business, you indemnify us against third-party claims arising from your User Content or your unlawful/breaching use, except to the extent caused by our willful misconduct.

19) Export controls, sanctions & anti-corruption

You represent you are not located in, or a resident of, a country/region subject to comprehensive sanctions, and are not a denied/restricted party under US, UK, or EU sanctions. You will comply with export/re-export laws (including the US EAR, UK Export Control Order, and EU Dual-Use Regulation) and anti-corruption laws (US FCPA, UK Bribery Act).

20) Government & high-risk use

You are responsible for sector-specific compliance applicable to your use (consumer law, employment, healthcare, finance, etc.). You will not use the Services to make solely

automated decisions producing legal or similarly significant effects on individuals without appropriate safeguards and legal basis.

21) Governing law & dispute resolution

All users worldwide (Simple AI Projects Inc.)

- Law: Delaware law (without conflict-of-laws rules).
- Arbitration: Any dispute will be resolved by confidential, individual arbitration administered by the AAA under its applicable rules. Seat: Wilmington, Delaware; language: English. Class action and jury trial waivers apply.
- Opt-out: You may opt out of arbitration within 30 days of first acceptance by emailing legal@kiin.ai with subject "Arbitration opt-out" and your account email.

22) Notices & contact

- Legal & general: legal@kiin.ai
- Privacy: privacy@kiin.ai
- DMCA: dmca@kiin.ai
Postal address: Simple AI Projects Inc., 131 Continental Dr, Suite 305, Newark, DE 19713, United States.

23) DMCA / copyright complaints (US)

Send notices to dmca@kiin.ai or DMCA Agent – Simple AI Projects Inc., 131 Continental Dr, Suite 305, Newark, DE 19713, USA, including the elements required by 17 U.S.C. §512. Repeat infringers' accounts may be terminated.

24) Assignment & subcontracting

You may not assign these Terms without our prior written consent. We may assign or subcontract to an affiliate or in connection with a merger, acquisition, or sale of assets.

25) Force majeure

No party is liable for delays or failure caused by events beyond reasonable control (widespread internet outage, war, acts of government, disaster, strike, etc.).

26) Changes to these Terms

We may update these Terms; material changes will be notified at least 30 days before they take effect. Continued use after the effective date constitutes acceptance. Mandatory consumer rights remain unaffected.

27) Entire agreement; severability; no waiver

These Terms (plus any Order/DPA/Policies referenced) form the entire agreement. If a provision is unenforceable, the remainder stays in effect. No waiver is effective unless in writing.