

**Effective Date:** August 9, 2024

## **Dawnage Terms of Service**

### **1. Introduction**

These Terms of Service ("Terms") govern your use of Dawnage AI ("we," "us," "our") and the services we provide ("Services"). By using Dawnage AI, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use our Services.

### **2. Account Registration**

To use certain features of Dawnage, you must create an account. You agree to:

- Provide accurate, current, and complete information during the registration process.
- Maintain and promptly update your account information.
- Notify us immediately of any unauthorized use of your account.

### **3. User Conduct**

When using Dawnage, you agree not to:

- Violate any applicable laws or regulations.
- Share any content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
- Impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity.
- Use Dawnage for any unauthorized or illegal purpose.
- Interfere with or disrupt the operation of Dawnage or the servers or networks used to make Dawnage available.

### **4. Intellectual Property**

All content provided by Dawnage, including but not limited to text, graphics, logos, and software, is the property of Dawnage or its licensors and is protected by intellectual property laws. You may not use, reproduce, or distribute any content from Dawnage without our prior written permission.

### **5. Privacy**

Your use of Dawnage is also governed by our Privacy Policy, which explains how we collect, use, and protect your information. By using Dawnage, you agree to the terms of the Privacy Policy.

### **6. Termination**

We may terminate or suspend your account and access to Dawnage at our sole discretion, without prior notice, for conduct that we believe violates these Terms or is harmful to other users of Dawnage, us, or third parties, or for any other reason.

### **7. Disclaimer of Warranties**

Dawnage is provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a

particular purpose, or non-infringement. We do not warrant that Dawnage will be uninterrupted, error-free, or free of viruses or other harmful components.

## **8. Limitation of Liability**

To the fullest extent permitted by law, Dawnage and its affiliates, officers, employees, agents, and partners will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use Dawnage.
- Any unauthorized access to or use of our servers and/or any personal information stored therein.
- Any interruption or cessation of transmission to or from Dawnage.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through Dawnage by any third party.
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Dawnage.

## **9. Indemnification**

You agree to indemnify, defend, and hold harmless Dawnage, its affiliates, officers, employees, agents, and partners from and against any claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of Dawnage, your violation of these Terms, or your infringement of any intellectual property or other rights of any third party.

## **10. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction of the Indian courts, without regard to its conflict of law principles.

## **11. Refund Policy**

Dawnage AI offers a 30-day money-back guarantee on all subscription plans. If you are not satisfied with the Services, you may request a full refund within 30 days of your initial purchase. To request a refund, please contact us at [support@dawnage.com](mailto:support@dawnage.com) with your order details and the reason for your request.

Refund requests made after the 30-day period will not be eligible for a refund. Dawnage AI reserves the right to deny a refund if we believe the refund policy is being abused.

## **12. Changes to These Terms**

We may update these Terms from time to time. We will notify you of any changes by posting the new Terms on this page and updating the "Effective Date" above. We encourage you to review these Terms periodically for any changes. Your continued use of Dawnage after the posting of changes constitutes your acceptance of such changes.

## **13. Contact Us**

If you have any questions about these Terms, please contact us at [support@dawnage.com](mailto:support@dawnage.com)