



# Terms of Service

Effective Date: Feb 26th, 2026

## PLEASE READ THESE TERMS OF SERVICE CAREFULLY

The parties to these Terms of Service are: (i) You, and (ii) the owner of the Services, Cupix, Inc. or its affiliates (as specified in Section 2.13 below) (collectively, “**Cupix**”). All references to “**We**,” “**Us**,” or “**Our**” shall be construed to mean Cupix. If You are using the Services on behalf of a legal entity or similar organization, “**You**” and “**Your**” shall be construed to mean that separate legal entity or organization. “**Services**” means the Web-based software, desktop software programs, mobile applications, website, server-side processing and hosting service, and any other services We provide from time to time.

By accepting these Terms of Service (“**Terms**”) during Your account registration or subscription process, or by accessing or using the Services, You confirm Your acceptance of these Terms and Your agreement to be a party and bound by these Terms. If You do not have the right, authority or capacity to legally bind You to these Terms, You do not have the right to access or use the Services. If You will use the Services on behalf of a legal entity or similar organization, You represent and warrant that You have the right, authority and capacity to act on behalf of and bind such legal entity or similar organization. All access and/or use of the Services by You will be governed by these Terms. All rights not expressly granted in these Terms are reserved by Us and Our licensors.

## 1. Definitions

The following capitalized terms shall have the meanings ascribed to them below.

- “**Your Content**” means, collectively,
  - (i) any files, designs, models, data sets, images, videos, audio, documents, or similar material that You or Your Users submit or upload to the Services. For clarity, personally identifiable information (“**PII**”) included in Your Content remains subject to applicable data protection laws and Section 9 (Privacy Protection);
  - (ii) any project-specific visual outputs of the Services that reconstruct or substantially replicate such material or Your physical sites, including 3D reconstructions, panoramic tours, orthomosaics, and similar capture-processing outputs that We make available to You within Your projects; and



(iii) Your company name, logos and registered or unregistered trademarks that You provide to Us for use in connection with the Services.

- **“User”** means; (i) You (ii) Your authorized users, including but not limited to Your employee(s), the employee(s) of Your affiliated companies and the third-party collaborators to whom You grant permission; and (iii) any other individuals who will be using the Services with Your permission; provided the number and type of User shall be specified in Cupix’s written quotation to You. Absent such specification, User means You only, and the authorized number of Users (i.e. login protocols) shall be one (1).
- **“Cupix Content”** means all content made available by Cupix and/or its licensors for use within the Services including the design rights, data, databases, tools, code, graphics, photographs, pictures, video, logo, interfaces, web-pages, designs, text, images, information, software and other media files, their selection and arrangement, materials and all other intellectual property rights. All Cupix Content is owned by Us or are licensed to Us by a third party.
- **“Internal Business Purposes”** means the use of the Services solely by You and Your User(s) for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any third party, unless expressly authorized by Us.
- **“Subscription Period”** means the period during which You agreed to subscribe to the Services.
- **“Paid Services”** means certain Services subject to payments as specified on the quotation/order form. Free plans, including but not limited to free trials, are not Paid Services.

## 2. Service Generally

### 2.1 Registration

To use the Services, You must register with Us to establish an account (**“Registration”**). You agree: (i) to provide certain current, complete and accurate information about You (**“Registration Data”**); and (ii) to maintain and update such Registration Data as required to keep such information current, complete and accurate. You warrant that You are authorized to provide such Registration Data. You authorize Us to verify Your Registration Data at any time. If any Registration Data that You provide is untrue, inaccurate, incomplete or not current, We retain the right to suspend access to Your Services account pending Your prompt rectification of the Registration Data, and failing such rectification, to terminate Your account and your access to the Services. You are solely responsible for managing Your Registration Data under Your Services account. We will not be responsible or liable for loss or damage of any kind incurred by You as a result of Your failure to safeguard your Registration Data against unauthorized access, use, or disclosure.



## **2.2 License to Your Content**

During the Subscription Period, You grant to Us a limited, non-exclusive, non-sublicensable, non-transferable license to: use, copy, store, and display Your Content to provide the Services and related support to You, and to improve the Services.

Additionally, You grant Us a non-exclusive license to use Your corporate name and logo in Our marketing materials to identify You as a customer, subject to Your brand guidelines. This marketing license lasts until You provide written notice for removal, upon which We will remove them from digital materials within 30 days.

## **2.3 Aggregation**

Without limiting Section 2.2, You agree that We may aggregate information provided by or for You under these Terms (other than PII) with information provided by or on behalf of others and use and disclose that information in a sanitized, anonymized format as part of research, improving existing service offerings or creating new service offerings, including, without limitation, benchmarks and comparisons, provided such anonymized information is not an expression that is substantially similar to the information originally provided by You and that You cannot be derived as the source of such information. As used herein, anonymized means processed so that the data cannot reasonably be used to identify You or any individual, directly or indirectly. You shall bear no responsibility for Our use of such anonymized information.

## **2.4 Age Limit**

The Services are not directed to, and may not be used by, individuals under the age of thirteen (13).

## **2.5 Modify the Services**

We reserve the right to update and modify the Services from time to time, provided such updates and/or modifications will not materially degrade their functionality.

## **2.6 Access**

Subject to these Terms and Our Privacy Policy, as amended from time to time, you may access and use the Services for Your own Internal Business Purposes.

## **2.7 Authorized Login Protocol**

You will be granted authorized login protocols for the Services and You agree not to use the Services in excess of Your authorized login protocols. You agree not to access (or attempt to access) the Services by any means other than through the interface We provide, unless You have been specifically allowed to do so in a separate agreement signed by Us. You agree not



to access (or attempt to access) the Services through any automated means (including use of scripts).

## **2.8 Restriction**

You are not authorized to: (i) resell, sublicense, transfer, assign or distribute the Services (or any aspect of the Services) or Cupix Content; (ii) modify or make derivative works based upon the Services or Cupix Content; (iii) “frame” or “mirror” its Services or Cupix Content on any other server or Internet-enabled device; or (iv) reverse engineer, decompile, or disassemble the Services or Cupix Content for any purpose.

## **2.9 Restriction of Creation**

Due to geographical licensing restrictions, You must receive Our written permission prior to photographing objects located in the following geographical regions for the following purposes: (1) South Korea and using the Services for the following purposes: to use for (i) residential real estate information platform, (ii) arbitration, mediation, sale, rent, lease or any residential premises-related actions, (iii) the interior design of the residential premises, and (iv) commercial residential accommodation, including hotels, motels, inns and boarding houses, etc.; and (2) United States and using the Services for the following purposes: (i) new and used automotive vehicle sales. We have the right to block Your access to the Services if You use the Services for the foregoing purposes without Our permission. You shall fully and promptly indemnify Us for all financial loss, damages or proceedings resulting from a breach of these Terms, and defend us against claims regarding the said matter.

## **2.10 Account Information**

You shall provide Us with complete and accurate information for Your account, including Your billing and payment information and keep such information up to date with Us. You are responsible for maintaining the confidentiality of Your Registration Data. If You knowingly share Your Registration Data with another person who is not authorized to use the Services, We may terminate these Terms for cause. You agree to immediately notify Us of any unauthorized access or use of Your Registration Data. We will promptly contact You in the event We discover a breach of security which materially affects Your access to and use of the Services or Your Content.

## **2.11 Right to Monitor Your Access**

We reserve the right to monitor Your access and use of the Services without notification to You. We may log or track Your use in a manner as set out in Our Privacy Policy that is accessible through the Privacy Policy link on this site’s home page.

## **2.12 Third-party Services**



Some features and services of the Services are provided by third parties ("**Third-Party Services**"). We do not provide any warranties with respect to such Third-Party Services. You agree that we are not responsible for any aspect of Third-Party Service, including their performance and in respect of any materials or content that may be provided to You by them.

## 2.13 Service Party, Governing Law

Depending on where Your principal place of business is (or, if You are an individual, where You reside), these Terms are between You and the Cupix entity specified below, and governed by laws of the jurisdiction specified below.

- *If Your principal place of business or residence is in the United States, Canada, Europe or Middle East*, these Terms will be between You and Cupix America Inc., a Texas corporation. Governing law shall be the laws of the State of Texas, USA, and applicable federal laws of the United States. Venue shall be in any State or Federal court sitting in Travis County, Texas USA.
- *If Your principal place of business or residence is in Australia, New Zealand, Singapore or Hong Kong*, these Terms will be between You and Cupix Asia Pacific Pty., Ltd., an Australian corporation. Governing law shall be the laws of Australia.
- *If Your principal place of business or residence is Korea or Japan*, these Terms will be between You and Cupix, Inc., a South Korean corporation. Governing law shall be the laws of South Korea.

The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

## 3. Cupix Content

Cupix Content is protected by applicable laws, including but not limited to, the laws of the Republic of Korea, the United States, and international treaties. Copyrights and other intellectual property rights in Cupix Content are owned by Us and/or our licensors. Except for the limited rights granted herein, all other rights are reserved by Us and our licensors.

## 4. Your Content

### 4.1 General

You retain full ownership of Your Content, including:

- 360° videos and photos
- Drone imagery and photos
- Laser scan data
- Design files and drawing files
- Project documents



You also retain full ownership of all as-built image or 3D model outputs generated by our Paid Services from Your Content that reconstruct or substantially replicate such material or Your physical sites, including:

- 360° virtual tour
- Point cloud data
- 3D mesh data
- Orthomosaic images

You maintain ownership of and responsibility for Your Content and responsibility for Your conduct while using the Services. You agree that Your Content and Your (and Your authorized Users') conduct in using the Services will comply with all applicable laws, rules, and regulations. By creating, submitting, posting or otherwise making Your Content available to Us and/or others, You acknowledge and agree that: (1) You will evaluate and bear all risks associated with Your Content; and (2) under no circumstances will We be liable in any way for Your Content as You upload or submit it, including, but not limited to, any errors or omissions. You are encouraged to practice effective content retention practices, to maintain copies on Your own computer or local network, to use the latest encryption and other security technology to protect Your Content and to backup and protect the security and confidentiality of Your Content, as applicable to the Services. Our data security procedures and systems are consistent with commercially reasonable industry standards to protect and maintain the confidentiality of Your Content and other Confidential Information. Our personnel will not access Your Content except (a) as part of providing, maintaining, securing or modifying the Services, (b) at Your request or with Your consent as part of addressing or preventing a service, support or technical issue, or (c) in connection with legal obligations or proceedings in accordance with Section 4.2 below. We do not own Your Content. You acknowledge that provision of the Services necessarily involves technical access, processing and transmission of Your Content and metrics related to Your use of the Services.

## **4.2 Disclosure of Your Content**

Your Content constitutes Your Confidential Information; provided that We may disclose Your Content if We are compelled by law to do so. You acknowledge that We may access and disclose Your Content to comply with any legal obligations including but not limited to warrants and orders by the court, as a part of a legal proceeding. Where legally permissible for Us to do so, We (a) will provide You prompt notice of any such request or requirement, (b) will provide Our reasonable cooperation to seek an appropriate order or remedy, (c) will cooperate with You in obtaining reliable assurances that confidential treatment will be accorded to the disclosure of Your Content, and (d) will, if disclosure of Your Content is required, disclose only that portion of Your Content which is legally required to be disclosed. If the disclosure is made at Your request, You may be responsible for the costs of providing the access to Your Content to the authorized recipient as designated by You.



### **4.3 Deletion of Your Content**

If You purge Your Content from the Services, You understand it may be deleted permanently. We shall have no responsibility or liability for any deletions of Your Content made by You.

### **4.4 Account Termination**

You agree and acknowledge that accessing, sharing, and/or publishing Your Content through the Services may be restricted if You close, terminate, cancel or deactivate Your account. At Your election and upon payment by You of all amounts due to Us, we will promptly return Your Content in Our standard format should you terminate, cancel or deactivate Your account, or destroy Your Content and provide You with written confirmation such destruction has occurred.

## **5. Payment**

The fees applicable for the Services are available at the pricing page as published within the Services.

We reserve the right to change the fees or applicable charges and to institute new charges at any time, upon thirty (30) days prior notice to you. Should You disagree with the price increase, You may terminate these Terms and your access to the Services upon sixty (60) days' written notice and We will return to You all prepaid and unused fees.

Fees may be paid by credit card online through the Services, or by any other method approved by Us. Fees are non-refundable unless expressly provided for in these Terms. If for any reason we are unable to charge Your credit card with the full amount of the fees, or if we are charged back for any fee previously charged to Your credit card, you agree that we may pursue all available remedies to enforce the payment obligation, including without limitation, suspension or termination of Your account.

## **6. Refund Policy**

Except as expressly provided herein, all fees due to Us during Your Subscription Period are prepaid and non-refundable. We do not provide refunds or credits for any partial month or year (as applicable) during any Subscription Period. For example, if Your billing cycle is on the 1st of every month, and You terminate Your account on the 10<sup>th</sup> of the same month, You will not be entitled to any refunds or credits. You will still have to pay for the then-current full month, but You will not be charged again after that. To terminate Your account, You must log in to Your account and close it before it renews for the billing cycle. If you do not, You will continue to be charged for subsequent billing periods.



## 7. Alpha/Beta Services

If We provide You with alpha or beta access to some or all of Our services (the “**Alpha/Beta Services**”), please note the following: (i) the Alpha/Beta Services are provided “as is” and without any kind of warranty; (ii) We may suspend, limit, or terminate the Alpha/Beta Services for any reason at any time, with or without notice to You; and (iii) We will not be liable to You for any damages related to Your use of the Alpha/Beta Services. Should We inform You of additional terms and conditions that apply to Your use of the Alpha/Beta Services, those terms will also apply. We may require that Your participation be kept confidential, and We may request You to provide feedback on Your use of the Alpha/Beta Services. All data generated during the use of the Alpha/Beta Services becomes Our property. You agree that We own all rights to use this data and Your feedback in Our services and products, without any obligation for payment or attribution to You.

## 8. Termination

### 8.1 Termination by Us

You agree that We may modify, temporarily suspend or permanently terminate Your account and access to the Services upon written notice with immediate effect, upon the occurrence of any one of the following: (i) any material breach of these Terms by You, provided where We determine that cure is commercially reasonable, we may request that You cure such breach within fourteen (14) days of Us sending You notice of breach; or (ii) requests by law enforcement or other government agencies. Notwithstanding, We may terminate Your access to the Services immediately, with or without notice to you (except where prohibited by applicable law), if We reasonably determine that Your continued use of the Services causes or may cause legal liability to Us, our licensors, or other users of the Services. You agree that We will not be liable to You or any third-party for any termination by Us of Your account or access to Services as permitted by these Terms.

### 8.2 Terminated by You

You may terminate these Terms at any time upon written notice to Us, or by closing and terminating Your account with Us. In addition to other limitations in these Terms, We will not be liable for any loss or damage to You or any third parties as a result of the termination or deletion of Your account.

### 8.3 Terminated Materials

Termination of Your account includes: (i) no further access or use of the Services; (ii) deletion of Your Registration Data; and (iii) subject to Section 4.4, irrevocable removal of Your Content and any data and files You have stored on the Services.



## 9. Privacy Protection

Our Privacy Policy is considered part of these Terms. The information provided in Registration Data and/or account profile, which may include, but not be limited to, Your name, phone number, e-mail address, business name, and billing information, is used internally for support, maintenance, and improvement of the Services. The full Privacy Policy can be found at Privacy Policy.

## 10. Confidentiality

### 10.1 Confidential Information

“**Confidential Information**” means all proprietary, non-public information provided by You or Us (“**Discloser**”) to the other (“**Receiver**”), whether orally or in writing that is designated as confidential by the Discloser, or that should reasonably be recognized by the Receiver as confidential given the nature of the information and the circumstances of its disclosure. Confidential Information does not include any information that; (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

### 10.2 Protection and Disclosure of Confidentiality

The Receiver will; (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature but with no less than reasonable care; (ii) not use any Confidential Information for any purpose outside the scope of these Terms; (iii) not disclose Confidential Information to any third party (except Our third party service providers); and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents who have a need to know such information. We will remain responsible for Our third-party service providers’ compliance with these Terms. The Receiver recognizes that irreparable harm can be occasioned to the Discloser by breach of this Section 10.2 and by the unauthorized disclosure, reproduction or use of the Confidential Information by it or its employees, contractors, advisors, agents, and/or third-party service providers and that monetary damages could be inadequate to compensate the Discloser for such breach. The Receiver agrees that in the event of such breach, the Discloser shall be entitled to injunctive or other equitable relief from any court of competent jurisdiction to protect and recover the Confidential Information, without requirement to post bond, and the Receiving Party will not object to the entry of an injunction or other equitable relief against the Receiving Party on the basis of an adequate remedy at law. This remedy shall be in addition to any other remedies available to the parties under these Terms or at law.



## **11. Limitation of Liability**

**11.1** IN NO EVENT SHALL WE OR OUR DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND/OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND, (INCLUDING LOSS OF DATA, DIGITAL FILES, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, AND/OR CUPIX CONTENT, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF WE OR OUR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11.2** EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3 BELOW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO US BY YOU UNDER THESE TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**11.3** THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 11.1 AND 11.2 ABOVE DO NOT APPLY TO (A) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (B) OUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 13.2; OR (C) YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 13.1.

## **12. Disclaimer of Warranties**

We warrant that the Services will conform materially to the Services documentation provided to you, and that the Services do not contain any malicious code, viruses, worms, back doors, time bombs, ransomware, Trojan horses or malware (or any blended or convergent combination thereof), or other harmful computer code, files, scripts, agents, or programs.

EXCEPT AS PROVIDED IN THIS SECTION OR IN ANY SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES, THE SERVICES AND CUPIX CONTENT ARE PROVIDED "AS-IS" AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES OR CUPIX CONTENT. EXCEPT AS MAY BE PROVIDED HEREIN OR IN ANY SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES, WE AND OUR LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL



WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES OR CUPIX CONTENT, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. WE AND OUR LICENSORS DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR CUPIX CONTENT (i) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; OR (ii) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THESE TERMS. NO PURCHASE OR USE OF THE SERVICES IS AUTHORIZED HEREUNDER EXCEPT UNDER THESE DISCLAIMERS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 13. Indemnification

**13.1 By You.** You acknowledge that You will indemnify, defend and hold Us (and Our employees, affiliates, officers, directors) harmless from losses, damages, costs, settlements, expenses, including reasonable legal fees, arising out of or related to (i) Your breach of these Terms; or (ii) Your use, distribution, or publication of any information, data or files you generate through the Services that violates the rights of a third party or puts Us in violation of applicable law.

**13.2 By Us.** We will, at our expense, indemnify, defend, and hold You harmless against any action brought against You to the extent that it is based on a claim that the Services or Cupix Content, used by You within the scope of the license evidenced by these Terms, infringes, violates, or misappropriates a valid third-party copyright or other intellectual property right. We shall have no liability for, and shall not defend or indemnify You against, any claim of infringement based on Your alteration, combination, operation, or use of the Services or Cupix Content with programs, data, or other material that was not furnished by Us if such alleged infringement would not have occurred had the Services or Cupix Content been used without such programs, data, or other material not furnished by Us. If a claim is made that access to or use of the Services is, or in Our reasonable opinion may become, an infringement of the rights of another person, We may at Our option: (i) replace the relevant infringing part with a comparable non-infringing software product or document (as applicable), or (ii) procure for the You the right to continue using the relevant infringed part. If neither option is reasonably available to Us within thirty (30) days of Us becoming aware of such claim, then We may terminate these Terms and your access to the Services upon thirty (30) days' written notice to You. As soon as practicable after termination, We shall reimburse You for any prepaid and unused fees as of the effective date of termination.



**13.3** If either party becomes aware of a matter giving rise, or likely to give rise, to a claim against it in relation to which it is entitled to be indemnified by the other party under these Terms, it shall: (a) to the extent legally permissible to do so, notify the other party of the claim as soon as practicable and consult with the other party with respect to the claim; (b) provide such assistance as the other party may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the claim or enforce the other party's rights in relation to the matter, and, if the other party requests, allow the other party the exclusive conduct of any related proceedings, and (c) not admit liability, incur any expense, make any offer in compromise in respect of or settle the claim without first obtaining the indemnifying party's written consent, such consent not to be unreasonably withheld or delayed.

## 14. Export Control

The Services and Cupix Content use software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control and other U.S. agencies and the export control regulations of Switzerland and the European Union. You acknowledge and agree that the Services shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries to which the United States, Switzerland and/or the European Union maintains an embargo, (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders, (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, You represent and warrant that You are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

## 15. Language of Terms

### 15.1 Language

Where We have provided You with a translation of the English language version of these Terms, You agree that the translation is provided for Your convenience only and that the English language version of these Terms will govern Your relationship with us.

### 15.2 Language Precedence

If there is any contradiction between what the English language version of these Terms says and what a translation says, the English language version shall take precedence.



## 16. Miscellaneous Legal Terms

These Terms and Our Privacy Policy constitute the entire understanding of the parties with respect to the Services and merges all prior communications, representations and agreements.

Except as permitted pursuant to Section 2.2, neither party shall publicize or disclose to third parties the business relationship contemplated by these Terms without the other party's consent.

## CONTACT US

If you have any questions about these Terms and Service, please contact us.  
Email: [operations@cupix.com](mailto:operations@cupix.com)