

Terms of Service

Last updated: 13th of October 2025

1. Introduction & Acceptance

Welcome to Pipe! Pipe develops an online platform that enables you to capture large volumes of user-generated audio and video content, mainly aimed at aiding video-based interviews, KYC processes, qualitative research, interactive campaigns, and so much more.

These Terms of Service ("**Terms**") govern your access to and use of the services, APIs, applications, and websites (the "**Services**") provided by Pipe Services S.R.L., a company incorporated in Romania, headquartered at Soseaua Colentina, Nr. 16, Bl. A2, Et. 4, Ap.31, Bucuresti, Romania, 021177, registered under no. 35318083, VAT RO35318083 ("**Pipe**", "**we**", "**us**", or "**our**"). We are the operator of the website at <https://addpipe.com/> and we can be contacted at this address or by email at contact@addpipe.com.

In order to use the Services, you must first agree to these Terms that set out the legal terms and conditions governing your use of the Services. By clicking "Accept," or otherwise affirmatively indicating your agreement, you acknowledge that you have read and agree to be bound by these Terms, representing your agreement with Pipe (the "**Agreement**"). If you do not agree, you may not access or use the Services.

If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms. In that case, "you" and "your" will refer to both you as an individual and the organization. If you do not have such authority, you may not use the Services on behalf of that organization.

If you and Pipe have executed a separate written agreement (such as a Master Services Agreement, Order Form, SLA, Pricing Annex or Statement of Work, collectively referred to as a "**Separate Written Agreement**") that expressly governs your use of the Services, that agreement will prevail to the extent of any conflict with these Terms. In all other cases, these Terms apply.

All persons (natural or legal) that are bound by these Terms or by a Separate Written Agreement will be hereinafter referred to individually as a "**Customer**" and collectively as "**Customers**".

2. Eligibility & Accounts

You must be at least 18 years old, or the age of majority in your jurisdiction, to register for or use the Services. If you are at least 13 years old but not yet the age of majority, you may only use the Services with the involvement and consent of a parent or legal guardian, who must agree to be bound by these Terms on your behalf and is responsible for your use of the Services. The Services are not directed to children under 13, and we do not knowingly collect personal information from anyone under 13.

In the course of registering for or using the Services, you may be required to provide certain information, such as your name, valid email address, and password (“**Credentials**”). You agree that the information you provide will be accurate, complete, and kept up to date. You are solely responsible for maintaining the confidentiality of your Credentials and for all activities that occur under your account. You agree you will not sell, transfer or assign any account, any account rights or Credentials. You agree to notify Pipe immediately of any unauthorized use of your Credentials or account, by email at contact@addpipe.com.

Pipe will process and protect your Credentials and any other personal information you provide in accordance with its Privacy Policy. While Pipe implements reasonable and appropriate technical and organizational measures to safeguard your information, you acknowledge that no system is completely secure.

When you create an account for using the Services (the “**Account**”), you will automatically begin with a 14-day free trial of the Services (the “**Trial**”). During the Trial, certain features of the Services may be restricted if you do not subscribe to one of our paid plans. At the end of the Trial, unless you subscribe to a paid plan, your access to the Services will stop.

Each natural person who accesses the Services must have their own Credentials. Sharing Credentials among multiple people is not permitted.

Invited Users and End Users

The Account owner may invite additional users (“**Invited Users**”) to access and use the Account. By inviting an Invited User, you authorize them to access all Customer Content associated with your Account, and you acknowledge that such access may include the ability to view, modify, or delete data.

The Account owner may incorporate a Pipe widget on its website in order to allow end users to make recordings (the “**End Users**”).

You are solely responsible for all use of the Service under your Account, including by Invited Users and End Users, whether or not authorized by you. You must ensure that all Invited Users and End Users comply with these Terms and our Privacy Policy. Any act or omission by an Invited User or End User will be deemed an act or omission by the Account owner. You may add or remove Invited Users at any time through the Account settings. We reserve the right to suspend or terminate access for any Invited User or End User in order to protect the Service or comply with law.

3. License & Prohibited Conduct

We grant you a limited, non-exclusive license to access and use the Services during your Trial and paid subscription periods.

You, including your Invited Users and End Users, may not:

- Copy, modify, create derivative works of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Services or any part thereof, except to the extent expressly permitted or required by law, or expressly authorized by Pipe in writing.
- Attempt to disable, interfere with, or circumvent any security or access control mechanisms of the Services.
- Access, tamper with, or use non-public areas of the Services, Pipe's systems, or the systems of Pipe's providers.
- Probe, scan, or test the vulnerability of any Pipe system or network, or breach or circumvent any authentication or security measures.
- Access or search the Services by any means (automated or otherwise) other than the publicly documented interfaces provided by Pipe, unless expressly permitted in writing.
- Interfere with, disrupt, or attempt to disrupt the Services or networks connected to the Services, including by sending viruses, flooding, spamming, mail-bombing, or scripting the creation of content in a manner that burdens the Services.
- Engage in any activity that is intended to disrupt, disable, damage, impair, or otherwise interfere with the proper functioning of the Services or with the servers and networks we operate in connection with the Services. This includes, without limitation, attempting to gain unauthorized access to the Services, overloading our infrastructure in a manner outside normal and permitted use, or interfering with other Customers', Invited Users' or End Users' access to or use of the Services.
- Upload or transmit any viruses, worms, Trojan horses, time bombs, corrupted files, or other harmful code.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of content transmitted through the Services.
- Use the Services to send altered, deceptive, or false source-identifying information.
- Use the Services to transmit unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
- Use the Services for any illegal, harmful, fraudulent, infringing, or offensive purposes.
- Infringe, misappropriate, or violate the intellectual property, personal data, privacy, or other rights of Pipe or any third party.
- Collect, harvest, or otherwise gather information or data (including personal data) from the Services except as permitted under these Terms or by applicable law.
- Use the Services, including any proprietary content or materials made available through the Services, to infringe on our intellectual property rights or to misappropriate confidential information for the purpose of developing a directly competing product or service.
- Use the Services in a manner designed to circumvent applicable fees or usage limits set out in your subscription plan.
- Modify another website or service to falsely imply association with Pipe or the Services.

If your use of the Services unintentionally causes an undue burden on our systems or materially degrades performance for other Customers, we may work with you in good faith to resolve the issue. If the issue cannot be resolved through reasonable measures, we reserve the right to restrict, suspend, or terminate your access to the Services to protect overall service integrity.

If you breach the provisions of these Terms, you will be responsible for any damages arising from that breach.

Fair Use Policy for Bandwidth Consumption

To ensure that all Customers enjoy a reliable and consistent Service, we apply a Fair Use Policy to bandwidth consumption.

If your bandwidth usage exceeds 50 GB per contractual month, or exceeds 200% of the average monthly usage across all Customers with the same account type or subscription plan, measured over the prior three calendar months ("**Bandwidth Excess Use**"), Pipe Services S.R.L. may temporarily throttle your bandwidth, restrict access to certain features, services or files to maintain system stability or prevent disproportionate network costs, and may charge you for such excess usage. Any such charges will equal twice the incremental bandwidth costs actually incurred by Pipe Services S.R.L. in respect of your excess usage. We will provide you with reasonable details of any additional charges incurred for excess bandwidth.

Normal service will be restored once (i) any applicable Bandwidth Excess Use fees are paid and (ii) your usage falls within the limits described above or you upgrade to a higher plan, if available.

We will provide at least 7 days' prior notice by email before suspending or terminating your Services for Bandwidth Excess Use, unless your usage creates an immediate risk to the stability or security of the Service, in which case we may act without notice.

4. Service Availability & Changes

We strive to keep the Services operational, but we do not guarantee uninterrupted or error-free operation.

Changes to the Services

We constantly improve the Services. The form and features of the Services may change from time to time (for example, security patches, bug fixes, performance improvements, UI changes, and new functionality). For planned material changes that negatively impact core functionality you use, we will provide at least 14 days' advance notice by email or in-product notice. Some changes including new features, security patches, performance improvements, bug fixes, UI changes, minor changes and urgent security updates may occur without prior notice.

We are not liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

Automatic Updates

The Services may install or apply updates automatically. By using the Services, you consent to such updates.

Beta/Experimental Features

From time to time, we may offer features, products, or functionality identified as alpha, beta, pilot, preview, early access, labs, or similar (“Beta Features”). Beta Features are provided for evaluation on an AS IS and AS AVAILABLE basis, may be subject to additional terms, may be modified or discontinued at any time, and are excluded from any service level commitments, support obligations, warranties, and indemnities set out in these Terms. You acknowledge that Beta Features may be less reliable or accurate than generally available features and agree to use them at your own risk. Unless otherwise agreed in writing, any Feedback you provide regarding Beta Features may be used by Pipe without restriction.

5. Trial

Trial Period

Each new account begins with a 14-day free trial period. During this time, you may use the Services free of charge, subject to these Terms. The Service might be limited in features or capacity during your trial, unless you subscribe to one of our paid plans.

During the trial period, the Services may be used solely for development, testing, and evaluation purposes. Use of the Services for any production, commercial, or live workloads is expressly prohibited.

The Company reserves the right, at its discretion, to apply an audio and/or video watermark to any recordings or other content submitted through the Customer’s account during the Trial.

Transition to Paid Subscription

If you wish to continue using the Services after the Trial, or if you wish to immediately use the full features of the Services and to have any Trial-related restrictions lifted, you must select a paid subscription plan and ensure that payment is successfully processed before the trial period ends.

Cancellation During Trial

You may cancel your Trial at any time by deleting your account. No fees will be charged unless you upgrade to a paid subscription.

Effects of Trial Expiration or Cancellation

If you do not upgrade to a paid subscription plan during the Trial period, or you cancel your Trial by deleting your account, any and all Services will be discontinued upon expiration of the Trial period or cancellation of the Trial, whichever first. After Trial expiration, we may retain Customer Content in your account for up to 28 days to allow you to regain access to it and export it (unless prohibited by law or you ask us to delete sooner). After that, we will delete most Customer Content from active systems, unless required by applicable law to retain it or unless otherwise detailed in the DPA, Privacy Policy or in the Account Dashboard. On Trial cancellation, most Customer Data is deleted right away.

We will make it clear in the Account Dashboard what data is kept for only 28 days and what data is kept longer.

6. Payments, Subscriptions & Merchant of Record

Subscription Plans

We offer various subscription tiers (“**Plans**”) which grant you the right to access and use the Service under specific usage limits, features, and support levels.

Plan details, including monthly, quarterly and/or yearly subscription fees (excluding applicable VAT or other sales tax), usage limits, included features, and support entitlements, are described on our pricing pages.

All prices are stated in U.S. dollars (USD) and follow standard U.S. numeric formatting (e.g., \$10.50 means ten U.S. dollars and fifty cents).

Customers subscribed to our Services are billed monthly unless otherwise agreed in writing. For the purposes of our Agreement, “month” and “monthly” refers to [a](#) period starting on the day in a calendar month that is the same numerically corresponding day as the date when your subscription started, and ending on the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last day in that calendar month.

Notwithstanding the above, certain Customers (e.g., enterprise clients) may enter into a Separate Written Agreement that specifies customized fees, usage limits, or other commercial terms. In such cases, the terms of the Separate Written Agreement shall prevail to the extent of any inconsistency with these Terms.

Payments & Merchant of Record

Payments for subscriptions may be processed either by Paddle or directly by Pipe, depending on the type of subscription and plan you subscribe to.

(a) **Subscriptions via Paddle** – If you purchase a subscription through our website checkout, your payment is processed by Paddle, our authorized reseller and Merchant of Record. Depending on your location, your contract for payment is with one of Paddle’s entities (**Paddle.com Inc. or Paddle.com Market Ltd.**), as described in Paddle’s Checkout Buyer Terms and Conditions (<https://www.paddle.com/legal/checkout-buyer-terms>). Paddle is responsible for billing, invoicing, tax collection, and chargeback management. Your invoice will be issued by one of Paddle’s entities, and any payment-related inquiries, including refunds or chargebacks, should be directed to Paddle in accordance with Paddle’s terms of sale. Paddle accepts a variety of payment methods and is responsible for collecting any applicable taxes (e.g., VAT, GST, sales tax) as required by law.

(b) **Directly Invoiced Subscriptions** – For Separate Written Agreements, Pipe will invoice you directly if thus provided in the Separate Written Agreement. In such cases, payment terms, invoicing, and

applicable taxes (including VAT) are handled by Pipe under the agreed commercial terms. Payment-related inquiries for such subscriptions should be directed to Pipe.

In all cases, service-related issues remain governed by these Terms or by the Separate Written Agreement (if the case).

Monthly Fee & Included Usage

Each Plan includes a base fee and a prescribed amount of usage (e.g. minutes of audio, video in various resolutions, number of uploads, storage, etc.) for the billing period.

Overage Charges

If your storage usage and/or recording minutes usage in a billing period exceeds the included usage for your Plan, additional usage ("**Overage**") will be billed according to the overage rates specified on the pricing page, unless otherwise agreed in a Separate Written Agreement.

Overage usage is charged at the per-unit rates set out on the pricing page. These rates vary depending on the type of usage (e.g. resolution of video).

For subscriptions processed through Paddle, any Overage charges will be included by Paddle on the invoice for your next billing period. For subscriptions covered by a Separate Written Agreement, Overage charges will be invoiced directly by Pipe Services S.R.L. once such charges exceed USD 1,000, or at the intervals otherwise specified in the applicable Separate Written Agreement.

Upgrades, Downgrades & Plan Changes

If your subscription is processed through Paddle, you may upgrade or downgrade your Plan at any time. Unless otherwise agreed or specified, the change will take effect immediately. If you upgrade or downgrade mid-cycle, the fee for the new Plan for the remainder of that billing period will be prorated by Paddle.

Downgrading your Plan may cause the loss of Customer Content, features, credentials for 3rd party services, or capacity of your account. By downgrading, you expressly undertake this risk and any consequences thereof, while Pipe cannot be held liable for such loss.

Changes to Pricing

Prices of all Services, including but not limited to monthly subscription plan fees, per minute overage rates and storage fees, are subject to change upon 14 days notice from us. Such notice may be provided at any time by posting the changes on our website, pricing pages, by e-mail or through the Service itself.

For existing Customers, any pricing changes will take effect at the beginning of the first billing cycle following the applicable notice period, unless we specify otherwise in the notice.

Unless otherwise agreed, we may change our Plan features, billing practices, or usage limits at any time.

We may update our pricing pages from time to time to better reflect or explain the current pricing, features and limits included with each plan, and billing practices.

Past Due Payments & Suspension

For Paddle-processed subscriptions, failed payments are managed in accordance with Paddle's policies. Paddle will make several attempts to retry failed payments. If payment is not received within 3 days of the final notice, your subscription will be canceled and your access to the Service suspended.

For Separate Written Agreements, if payment is not received by the due date set in accordance with the terms of the agreement, we reserve the right to cancel your subscription and suspend access to the Service.

Subscription Cancellation

For Paddle-processed subscriptions, you may cancel your Subscription at any time through the dashboard available for your Account at <https://dashboard.addpipe.com> ("**Account Dashboard**"). Cancellations must be completed through this method.

If you cancel your Subscription, it will remain active until the end of your current billing period (the "**Subscription Expiration Date**"). You will not receive a refund or credit for any unused days of that billing cycle or for any unused portion of the usage credits included with your plan. Exceptions:

- If a refund is required by applicable law, we will comply.
- If you cancel your Subscription because of our uncured material breach or due to a material change to these Terms (as described above), we will refund any prepaid fees for the unused days remaining in the then-current billing period.

Upon cancellation of a subscription, your account might be limited to the usage levels included in the selected plan as of the cancellation date. No additional usage, overages, Bandwidth Excess Use, or excess consumption of Services beyond the included plan limits will be permitted. Any attempt to exceed the included usage after cancellation may result in immediate suspension, throttling or restriction of Service.

After the Subscription Expiration Date, we may retain Customer Content in your account for up to 28 days to allow you to regain access to it and export it (unless prohibited by law or you ask us to delete sooner). After that, we will delete most Customer Content from active systems, unless required by applicable law to retain it or otherwise provided in the DPA, Privacy Policy or in the Account Dashboard. We will make it clear in the Account Dashboard what data is kept for only 28 days and what data is kept longer.

Canceling your Subscription does not terminate this Agreement and does not automatically delete your Account. If you wish to delete your Account and terminate the Agreement, you must do so separately through the Account Dashboard.

Overages and Cancellation

If you request cancellation of your Subscription while Overages and/or Bandwidth Excess Use remain outstanding, cancellation will take effect only after the next scheduled charge has been successfully processed. This charge will include (i) payment for the Overages and/or Bandwidth Excess Use and (ii) the Subscription fee for the upcoming billing cycle.

Following that charge, we will issue a refund of the Subscription fee for the unused portion of the then-current billing cycle. For clarity, any Overage and Bandwidth Excess Use charges are non-refundable.

7. Consumer Withdrawal Rights

Right of Withdrawal

If you are a consumer located in a country within the European Economic Area, United Kingdom or Switzerland (collectively, “EEA”), having purchased the subscription as an individual (not as or for a business), and you have not started to use the Services, you have a 14-day right of withdrawal from the initial purchase date.

Consumers do not benefit from the statutory right of withdrawal in the case of contracts for the supply of digital content which is not delivered on a tangible medium, as is the case for this Agreement, if the performance has begun with the consumer's prior express consent and after the consumer has acknowledged that they lose their right of withdrawal.

By accepting these Terms and by starting to use the Services (or the features of a higher tier for which you upgrade your subscription), before the expiry of the 14-day withdrawal period, **you request, and declare that you agree to, the immediate performance of the Services and acknowledge that you are aware you will lose your right of withdrawal.**

For the avoidance of doubt, accessing your Pipe Account and/or using any of the Services provided by Pipe (for example, creating or downloading your first recording) is deemed to be a “use of Service” for the purposes of this clause.

When purchasing through Paddle, Paddle's policies, including as concerns refunds and chargeback, will prevail in case of any conflict with these Terms (please see <https://www.paddle.com/legal/checkout-buyer-terms>).

Exercise of the Right

If you are eligible and wish to exercise the withdrawal right, you must notify Paddle (for subscriptions via Paddle) or us (for subscriptions invoiced directly by Pipe) of your decision to withdraw by sending a clear statement (e.g., by email or letter) within the 14-day period. You may, but are not required to, use the model withdrawal form available [\[here/link\]](#). (a) **For Subscriptions via Paddle** – Refunds and withdrawal requests must be submitted directly to Paddle and will be handled in accordance with Paddle's policies, available at <https://www.paddle.com/legal/checkout-buyer-terms>.

(b) **For directly invoiced subscriptions** – For Customers invoiced directly by Pipe, you may submit your withdrawal request by e-mail to contact@addpipe.com. Refunds, credits, or other payment adjustments for directly invoiced subscriptions will be handled by Pipe in accordance with the commercial agreement in place.

In all cases, this withdrawal clause does not affect any mandatory statutory rights you may have under applicable law.

Effects of Withdrawal

If you exercise this right to withdraw and the conditions mentioned above are cumulatively met, we or Paddle (depending on the subscription type) will reimburse the payment received from you for which you have exercised your right of withdrawal, without undue delay and no later than 14 days after we are informed of your decision. We will use the same payment method you used for the initial transaction, unless otherwise expressly agreed. Any and all Services may be discontinued immediately after your withdrawal, insofar as such Services would have been provided only if you had not exercised such withdrawal right. We may retain Customer Content in your account for up to 28 days after your withdrawal to allow you to regain access to it and export it (unless prohibited by law or you ask us to delete sooner). After that, we will delete most Customer Content from active systems, unless required by applicable law to retain it or otherwise provided in the DPA, Privacy Policy or in the Account Dashboard. We will make it clear in the Account Dashboard what data is kept for only 28 days and what data is kept longer.

8. Customer Content

Ownership of Content

Except as expressly provided in these Terms, Pipe acknowledges and agrees that it does not obtain any ownership rights, title, or interest from you or your End Users or Invited Users in or to the content created, uploaded, streamed, submitted, posted, transmitted, shared, or displayed on or through the Services, irrespective whether such content belongs to the Customer, its End Users or Invited Users (collectively referred to as “**Customer Content**”), including any intellectual property rights subsisting therein, whether registered or unregistered and wherever in the world such rights exist. You and/or your End Users / Invited Users retain all rights in and to Customer Content.

You grant Pipe a limited, non-exclusive, worldwide, royalty-free license to host, process, transmit, and display Customer Content solely as necessary to provide and operate the Services.

Unless otherwise agreed in writing, you remain solely responsible for protecting and enforcing any rights in Customer Content, and Pipe has no obligation to do so on your behalf.

Prohibited Content

You are solely responsible for ensuring that Customer Content:

1. Complies with applicable laws;

2. Does not infringe the rights of third parties;
3. Is not unlawful, harmful, or otherwise restricted.

Pipe reserves the right, at its sole discretion, to review, monitor, moderate, remove, disable access to, or refuse to display or process any Customer Content at any time, and to notify the relevant authorities (if the case), where we reasonably determine that such content ("**Forbidden Content**"):

- Is unlawful, harassing, abusive, threatening, libelous, defamatory, discriminatory, invasive of another's privacy, or otherwise harmful to any person;
- Constitutes hate speech or incites violence, terrorism, or other criminal or unlawful activity;
- Infringes or misappropriates any copyright, trademark, patent, trade secret, moral right, right of publicity, right of privacy, or other intellectual property or proprietary right of any party, including Pipe;
- Misrepresents identity, impersonates any person or entity, or is otherwise materially false, misleading, or fraudulent;
- Contains malicious code, viruses, worms, trojans, backdoors, or other software designed to interrupt, damage, or limit the functionality of the Services or any system;
- Contains any material involving child sexual abuse or exploitation;
- Is spam, bulk messaging, unauthorized advertising, phishing, or other forms of deceptive or manipulative practices;
- Violates these Terms, applicable law, or the rights and safety of our Customers, End Users, or the public.

Pipe is not obligated to monitor Customer Content submitted to or through the Services and disclaims any liability for failing to take action with respect to particular content. Nothing in these Terms shall be construed to obligate Pipe to pre-screen content, but Pipe may act (or refrain from acting) at its discretion, or as required by applicable law, regulation, or valid legal process.

Should anyone become aware of any Forbidden Content within any Customer Content, please refrain from copying or distributing such content and contact us immediately by sending an email at contact@addpipe.com, describing where and how you encountered the Forbidden Content (for example, by providing a URL), why you consider that it represents Forbidden Content, your name and organization.

Publishing Content

If you share your Customer Content publicly through the Services, you permit others to view and share that content.

Backups

You are solely responsible for maintaining appropriate backups of your Customer Content and for exporting any data you need from the Services. While we implement commercially reasonable safeguards and retention practices as described in these Terms, the Privacy Policy, and the DPA, the Services are not designed to serve as your sole records-retention or disaster-recovery system. To the extent permitted by law, Pipe disclaims liability for loss of Customer Content resulting from your failure

to maintain independent backups, except where such loss is caused directly by Pipe's willful misconduct or gross negligence.

9. Intellectual Property

Ownership

All intellectual property rights, including but not limited to copyrights, database rights, design rights, trademarks, trade secrets, know-how, and any other proprietary rights, whether registered or unregistered, in and to the Service, the software underlying the Service, the documentation, tutorials, and any related materials, information, graphics, articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clips and advertising copy, and any and all copyrightable material (including source and object code) and/or any other form of intellectual property used in or accessible through the Services are and shall remain the exclusive property of Pipe Services S.R.L. or its licensors (collectively, the "**Pipe IP**").

No Transfer of Rights

Except for the limited, non-exclusive, non-transferable, revocable right to access and use the Service in accordance with these Terms, nothing in these Terms shall be construed as granting, assigning, or transferring to the Customer or to any End User any right, title, or interest in or to the Pipe IP. All rights not expressly granted are reserved by Pipe Services S.R.L.

You may not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute, duplicate, copy, reuse or exploit, in whole or in part, any portion of the Pipe IP, including the Services' HTML/CSS, JavaScript, visual design elements or concepts, without our express and prior written permission.

Video Watermarks

To the extent you upload or configure a watermark, logo, or similar brand identifier for use with the Services, you grant Pipe a limited, nonexclusive, worldwide, royalty-free license to use, reproduce, and display such watermark solely for the purpose of applying it to your Customer Content as directed through the Services.

Customer Identification

Notwithstanding anything to the contrary, if you are using the Services on behalf of an organization, you grant Pipe a non-exclusive, royalty-free right to use your organization's name and logo to identify you as a customer of the Services in Pipe's website, presentations, and marketing materials, unless agreed otherwise in writing. Pipe will use your company name, branding materials and logo in accordance with any reasonable brand guidelines you provide.

10. Third-Party Services

The Services may include links to or integrations with services, websites, resources, software, billing services, or content provided by third parties (“**Third Party Services**”). Pipe does not control and is not responsible for Third Party Services, and the availability of Third Party Services is not guaranteed. Pipe does not endorse, and is not responsible or liable for, any advertising, products, services, or other materials available through Third Party Services. Your use of Third Party Services is at your own risk and may be subject to additional terms and conditions imposed by the applicable third party.

Notwithstanding the foregoing, where Pipe expressly identifies a Third-Party Service or provider as necessary for the operation of the Services (for example, billing processors or authentication providers), Pipe will use reasonable efforts to ensure that such third-party integrations remain operational and supported. Pipe’s liability in connection with such expressly identified Third-Party Services will be limited to the extent Pipe has control over the integration, and will not extend to the acts, omissions, or failures of the third party itself.

The Services may also incorporate third party software, which is licensed to you under the applicable third-party license terms. Nothing in these Terms limits your rights under, or grants you rights that supersede, such license terms.

You understand we rely on third-party vendors/hosting partners for hardware, software, networking, and storage necessary to run the Services.

11. Privacy & Data Protection

Your use of the Services is subject to our Privacy Policy. An up-to-date version of our Privacy Policy can always be found on our website.

Where we process personal data on your behalf, our Data Processing Addendum (“**DPA**”) applies. An up-to-date version of our DPA can always be found on our website.

We implement appropriate technical and organizational measures to protect your data but cannot guarantee absolute security.

Limited Analytics Use of Data

We may (i) process Customer Content as necessary to provide the Services; and (ii) generate and use aggregated or de-identified data (data that cannot reasonably be used to identify you or any individual) derived from Customer Content and Service usage for purposes such as operating, securing, improving, and developing the Services, benchmarking, and producing analytics. Our creation and use of aggregated or de-identified data will comply with the Privacy Policy and, where applicable, the DPA. Upon request, we will provide information about controls that allow you to limit or opt out of specific analytics where required by law.

Customer Responsibility for Consent

The Customer acknowledges and agrees that it is solely responsible for obtaining all necessary rights, permissions, and, where applicable, explicit consents from its End Users, Invited Users, employees, contractors, or any other individuals whose personal data, including personally identifiable information (“**Personal Data**”) or audio/video recordings, are submitted to, captured by, or otherwise processed through the Services. The Customer shall ensure that such collection and use of personal data and recordings complies with all applicable data protection, privacy, and employment laws, including but not limited to requirements for providing notice, obtaining consent, and honoring withdrawal of consent. Provider shall process such data only on behalf of the Customer in accordance with this Agreement and the DPA.

12. Support & Maintenance

Standard support is provided to accounts with an active paid subscription via email. Additional channels or SLAs apply only as specified by your plan or agreement. Enterprise Customers may benefit from separate service-level agreements (SLAs), if such is provided for in a Separate Written Agreement.

If you provide comments, suggestions, enhancement requests, recommendations, ideas, or other information relating to the Services (“**Feedback**”), whether submitted directly to us, through customer support channels, or otherwise, you acknowledge that such Feedback is provided voluntarily and is not confidential, except to the extent it consists of your personal data or other information we are legally required to protect under applicable law, our Privacy Policy, or any applicable DPA. You hereby grant Pipe a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, disclose, distribute, and otherwise exploit such Feedback without restriction and without any obligation to provide compensation or attribution to you.

For clarity, Feedback does not include your Customer Content, which remains your property and is handled solely in accordance with these Terms, our Privacy Policy and, where applicable, the DPA.

13. Suspension & Termination

Your Termination.

Deleting your Account constitutes termination of this Agreement by you.

For Paddle-processed subscriptions, you may terminate at any time by canceling your subscription, deleting the data on your Account and your Account. Cancellation of your subscription may not be possible if there are unpaid Overages or Bandwidth Excess Use on your account.

Our Suspension

We may suspend, throttle, or restrict the Service, or cancel your subscription if you fail to pay fees when due.

Our Termination

We may suspend, throttle, refuse or restrict the Service, cancel the Subscription, or may delete your account (including any and all Customer Content) and terminate this Agreement: (a) if you breach these Terms and fail to cure such breach within 10 days after notice (or immediately if cure is not feasible or we are required to act by law); or (b) if your account is used unlawfully, in a manner that poses a security or legal risk, or that threatens system integrity. (c) immediately, in the event of any verbal, physical, written, or other abuse (including threats of abuse or retribution) directed toward any Pipe Services S.R.L. Customer, End User, Invited User, employee, shareholder, subcontractor, member, representative or officer. (d) where providing the Service would violate law, create unacceptable security or compliance risk, or expose us to liability.

Effect of Termination

Upon termination, your right to use the Services ceases immediately. On termination, we will delete most Customer Content from active systems right away, unless required by applicable law to retain it or otherwise provided in the DPA, Privacy Policy or in the Account Dashboard. We will make it clear in the Account Dashboard what data is deleted right away and what data is kept longer.

Termination does not affect any payment obligations or other rights and obligations that have accrued prior to the date of termination. Certain provisions of this Agreement which by their nature should survive termination shall continue in effect, including but not limited to provisions on intellectual property and ownership, confidentiality, limitation of liability and warranty disclaimers, indemnification, and governing law.

14. Indemnification & Compensation

You agree to indemnify, defend, and hold harmless Pipe, its affiliates, and their respective officers, directors, employees, agents, contractors, licensors, and partners (collectively, “**Pipe Parties**”) from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to (a) your or your End Users’ or Invited Users’ use of the Services; (b) your or your End Users’ or Invited Users’ violation of applicable law; (c) the Customer Content, irrespective whether it belongs, is originated from or is used by the Customer, its End Users or Invited Users . Pipe reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with such defense.

Additionally, in all aforementioned scenarios you will be liable to compensate Pipe Parties for any and all damages they incurred and to restore the Pipe Parties to their original situation, as if no damage had been incurred.

15. Disclaimer of Warranties

The Services are provided on an “AS IS” and “AS AVAILABLE” basis. Except as expressly set out in these Terms and to the maximum extent permitted by applicable law, Pipe makes no warranties of

any kind, whether express, implied, statutory or otherwise, including without limitation any warranties of merchantability, fitness for a particular purpose, non-infringement, or that the Services will be uninterrupted, error-free, or secure.

Nothing in these Terms shall affect any statutory rights that apply to you by law and that cannot be excluded or waived.

16. Limitation of Liability

To the maximum extent permitted by law, Pipe and its affiliates, officers, employees, agents, or licensors shall not be liable for:

- any indirect, incidental, special, consequential or punitive damages;
- any loss of profits, revenues, goodwill, or data;
- any damages resulting from (i) your use of or inability to use the Services, (ii) your reliance on the Services, or (iii) any third-party claim related to Customer Content or your use of the Services.

Pipe's total liability under these Terms, whether in contract, tort (including negligence), or otherwise, shall not exceed the amount of fees paid by you to Pipe in the twelve (12) months preceding the event giving rise to the liability.

Nothing in these Terms excludes or limits liability for fraud, willful misconduct, gross negligence, death or personal injury, or any other liability that cannot be excluded or limited under applicable law.

17. Governing Law & Disputes

These Terms and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of Romania. The competent courts of Romania shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms, subject to mandatory consumer protection provisions that may give consumers additional rights.

The parties will use their best efforts to resolve any dispute, claim or controversy arising out of or relating to these Terms in an amicable manner, including through negotiation, mediation, or other forms of alternative dispute resolution. If no settlement can be reached within 10 (ten) days from the outset of the dispute, the dispute shall be submitted to the competent courts as set out above.

18. Miscellaneous

No Waiver

The failure of Pipe Services S.R.L. to exercise, enforce, or insist upon strict performance of any right or provision under these Terms shall not be deemed a waiver of such right or provision, nor shall it constitute a waiver of any other rights or provisions hereunder. Any waiver must be expressly made

in writing and signed by an authorized representative of Pipe Services S.R.L. to be effective. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

Entire Agreement; Precedence

These Terms, together with the Separate Written Agreement (if the case), the DPA and any other referenced policies or agreements (such as the Privacy Policy), constitute the entire agreement between you and Pipe Services S.R.L. and govern your use of the Services. They supersede and replace any prior agreements or understandings, whether written or oral, relating to the Services. In the event of a conflict, the DPA shall prevail with respect to data protection matters, and otherwise these Terms of Service shall prevail unless expressly stated otherwise in writing. In the event of a conflict between these Terms and a Separate Written Agreement, the Separate Written Agreement will prevail.

Force Majeure

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control (including acts of God, natural disasters, acts of government, war, terrorism, civil unrest, labor disputes, failures of suppliers or hosting providers, or internet/utility outages). The affected party will use commercially reasonable efforts to mitigate and resume performance. Payment obligations are excused only to the extent the force majeure event prevents payments to be processed through the usual channels used by the affected party and no alternative payment processing options are reasonably available to the party affected by the force majeure.

Assignment

You may not assign these Terms without our prior written consent.

Notices

Notices will be sent by Pipe by email to the address linked to your Pipe account. You can send notices to Pipe at contact@addpipe.com, if the Terms do not provide a different specific means of communication, in which case the latter must be used.

Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

Automatic Coverage

Any new features, enhancements, or tools that we introduce as part of the Service will also be governed by these Terms of Service.

Export Control & Sanctions Compliance

You represent and warrant that you are not (a) located in, organized under the laws of, or ordinarily resident in a country or territory that is subject to comprehensive trade sanctions or embargoes applicable to Pipe (collectively, “**Sanctioned Jurisdictions**”), or (b) a party identified on any sanctions- or export-related restricted party list maintained by Romania, the European Union, Ireland, the United States, the United Kingdom, or other applicable jurisdictions (collectively, “**Restricted Parties**”).

You shall not, directly or indirectly, export, re-export, transfer, or otherwise make available the Services or any related technical data (i) to any Sanctioned Jurisdiction, (ii) to any Restricted Party, or (iii) for any purpose prohibited by applicable export control, sanctions, or anti-boycott laws. You will implement reasonable controls to prevent such prohibited use. Pipe may suspend or terminate access to the Services immediately where necessary to comply with applicable export control or sanctions laws.

Amendments to these Terms

We may update these Terms from time to time. We will post the updated Terms before the effective date of the changes, and provide notice for material changes at least 14 days in advance. If you continue using the Services after the effective date, you are deemed to have accepted the updated Terms. If a material change substantially harms you, you may cancel your subscription before the effective date and, if you prepaid, request a pro-rata refund for the unused days of the then-current subscription term.

For the purposes of this section, a material change means a change that significantly increases your fees, reduces the functionality of the Services in a way that materially impacts your use, or otherwise materially reduces your rights or increases your obligations under these Terms.