#### BluePi Terms of Service

### **Last Updated: September 2025**

These Terms of Service ("Terms") govern your use of the BluePi platform and services (the "Services") offered by **Zero&One** ("we", "us", "our"). By accessing or using the Services, you ("you", "Customer", or "User") agree to be bound by these Terms. If you do not agree, you may not use the Services.

## 1. Acceptance of Terms

- 1.1 By using or accessing the Services (or any part thereof), you agree to these Terms and any additional terms that we may publish or make available.
- 1.2 We may modify or update these Terms from time to time. We will post the revised version on our site and update the "Last Updated" date. Your continued use of the Services after changes constitutes acceptance of the new Terms.

## 2. Services, Free Tier & Trial

- 2.1 **Services**. BluePi is a cloud governance / SaaS platform for businesses to monitor, govern, and manage cloud infrastructure usage, security, cost, and compliance.
- 2.2 Free Tier & Trial. We may offer a free tier or limited trial period (duration and scope determined by us).
  - During the trial, you may access certain features free of charge.
  - After trial expiration, you must convert to a paid plan or discontinue use.
  - You are responsible for canceling before trial ends if you choose not to continue; otherwise, standard billing terms apply.

## 3. Accounts, Registration & Security

- 3.1 **Eligibility**. You must be a duly organized business entity capable of entering into contracts under UAE law to use our Services.
- 3.2 **Registration**. You must provide accurate and complete information and keep it updated.
- 3.3 **Account Credentials**. You are responsible for safeguarding your credentials (usernames, passwords, tokens). You are liable for all activity under your account.
- 3.4 **Notifications**. You must notify us immediately of any breach or unauthorized use of your account.

#### 4. License & Restrictions

- 4.1 **License Grant**. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Services.
- 4.2 **Restrictions**. You may not:
  - Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code;
  - Republish, resell, sublicense, or distribute parts of the Service;
  - Use the Services for illegal or unauthorized purposes;
  - Interfere with or disrupt operations of the Services;
  - Bypass any technical restrictions or security features.

## 5. Ownership & Intellectual Property

- 5.1 All intellectual property rights in the Services, software, documentation, and enhancements remain with Zero&One or its licensors.
- 5.2 You retain ownership of any data, content, or materials you upload or input into BluePi ("Your Data").
- 5.3 You grant us a non-exclusive, worldwide, royalty-free license to store, use, process, and analyze Your Data as needed to provide and improve the Services.

## 6. Payments, Fees & Billing

- 6.1 Fees. If you subscribe to a paid plan (after trial), you agree to pay the fees specified by us.
- 6.2 **Billing**. We will invoice you, and you must pay by the due date. Payments may be via credit card, bank transfer, or other methods.
- 6.3 Late Payment. Past-due amounts may accrue interest, and we reserve the right to suspend or terminate your access.
- 6.4 **Taxes**. You are responsible for any applicable taxes, duties, or levies.

#### 7. Refunds & Credits

- 7.1 Because this is a SaaS offering, we generally do not provide refunds once payment is made
- 7.2 In exceptional cases (e.g. billing error, system downtime), we may issue credits or adjustments at our discretion.
- 7.3 Any credit issuance does not imply obligation for future refunds.

## 8. Suspension & Termination

- 8.1 Termination by You. You may cancel your subscription at any time. However, you are not entitled to pro rata refunds unless we explicitly agree.
- 8.2 Termination by Us. We may suspend or terminate your access (immediately or after notice) if you breach these Terms, violate laws, or cause harm to our Services.
- 8.3 Effect. Upon termination, your license ends, and we may delete or remove your data subject to our data retention policies.

## 9. Limitation of Liability

9.1 Disclaimer. We provide the Services "as is" and "as available" without warranties of any kind, whether express or implied (including merchantability, fitness, non-infringement).
9.2 Limitation. To the fullest extent permitted by law, our total liability (and that of our affiliates) under these Terms is limited to the amount you paid in the past 12 months.
9.3 Exclusion. We shall not be liable for incidental, consequential, indirect, special, or punitive damages, lost profits, lost data, or business interruption.

#### 10. Indemnification

You agree to indemnify, defend, and hold harmless Zero&One, its affiliates, and their officers, employees, and agents from and against any losses, claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from your use of the Services or your violation of these Terms.

## 11. Force Majeure

Neither party is liable for delay or failure in performance caused by events beyond their reasonable control (e.g. natural disasters, acts of war, government actions, outage of third-party infrastructure).

# 12. Governing Law & Dispute Resolution

- 12.1 Governing Law. These Terms are governed by the laws of the UAE, without regard to conflict of law principles.
- 12.2 Dispute Resolution. Any dispute arising out of or relating to these Terms shall be resolved via arbitration in the UAE or courts in the UAE (as may be applicable).
- 12.3 Injunctions. Nothing herein shall prevent either party from seeking injunctive relief or enforcement of intellectual property rights in a court of competent jurisdiction.

## 13. Miscellaneous

- 13.1 Severability. If any provision is held invalid, the remainder continues in full force.
- 13.2 Waiver. Failure to enforce a right under these Terms does not constitute waiver.
- 13.3 Assignment. You may not assign or transfer your rights under these Terms without our prior written consent.
- 13.4 Entire Agreement. These Terms (plus any order forms, SOWs, or supplemental terms) constitute the entire agreement between you and us.
- 13.5 Notices. We may send notices via email to your registered address.
- 13.6 Contact. For questions, support, or legal notices: support@bluepi.cloud