

SCANTIQUÉ AI - TERMS OF SERVICE

Last Updated: December 19, 2025

IMPORTANT NOTICE (PLEASE READ):

These Terms include a binding arbitration agreement and a class action waiver in Section 17, which affect your legal rights. If you do not agree to these Terms, do not use the App or Services.

This document is provided for general informational purposes and does not constitute legal advice. You should consult a qualified lawyer to adapt these Terms to your specific business and applicable laws.

1) WHO WE ARE; WHAT THESE TERMS COVER

Scantique AI ("Scantique AI", the "App", the "Service(s)") is a mobile application and related services (including any features, content, and websites associated with Scantique AI, including <https://avoca.dev/scantique/> and any successor domains such as scantique.click).

The Service is operated by:

Ruslan Badaev (an individual) ("we", "us", "our").

Contact email for legal notices and support:

dev.badaeff@gmail.com (Email-only notices address; we may add a postal address later.)

These Terms of Service ("Terms") govern your access to and use of the Service. By downloading, accessing, or using the Service, you agree to these Terms and to our Privacy Policy (currently available at https://avoca.dev/assets/scantique/scantique_privacy.pdf or any updated link we provide).

2) ELIGIBILITY; AGE

The Service is intended primarily for adults (18+). If you are under 18, you may use the Service only if permitted by the laws of your jurisdiction and with the consent and supervision of a parent or legal guardian, who agrees to be bound by these Terms.

You represent and warrant that you have the legal capacity to enter into these Terms and that your use is not prohibited by applicable law.

3) RESTRICTED JURISDICTIONS; SANCTIONS; EXPORT CONTROLS

You may not use or access the Service if you are located in, ordinarily resident in, or a citizen of, or if the Service is otherwise restricted in:

- Russia, Afghanistan, North Korea, or
- any jurisdiction subject to comprehensive sanctions/embargoes, export controls, or restrictions imposed by the United Nations, the United States, the European Union, the United Kingdom, or any other relevant authority.

You also may not use the Service if you are listed on any sanctions list or denied/restricted party list. We may block, suspend, or terminate access immediately if we believe you are in a restricted jurisdiction or prohibited party.

4) THE SERVICE IS NOT AN APPRAISAL, INVESTMENT, LEGAL, OR FINANCIAL ADVICE

Scantique AI provides AI-assisted informational outputs (e.g., identification hints, descriptions, estimated ranges of value, and related details) based on user-provided inputs such as images and text. The outputs:

- are estimates and may be inaccurate, incomplete, outdated, or incorrect;
- depend heavily on the quality, completeness, and truthfulness of your inputs (photos, descriptions, documentation, provenance, etc.);
- are for informational and entertainment/educational purposes only.

WE DO NOT PROVIDE PROFESSIONAL APPRAISALS OR CERTIFICATIONS. WE ARE NOT A BROKER, DEALER, AUCTION HOUSE, OR MARKETPLACE. WE DO NOT BUY OR SELL ITEMS, NEGOTIATE TRANSACTIONS, OR ACT AS YOUR AGENT.

You must not rely on the Service for "high-stakes" decisions, including decisions involving significant financial commitments, insurance, taxation, inheritance/probate, authenticity verification, legal disputes, safety, or any decision where errors could cause harm or substantial loss. If you need a real valuation or verification, consult qualified professionals (e.g., certified appraisers, grading/authentication services, jewelers, historians, or legal/tax advisers).

5) THIRD-PARTY PROVIDERS; "WE ARE AN INTERFACE"

The Service may use third-party services and providers, including AI model providers and infrastructure services. These may include (without limitation) OpenAI, Google services, DeepSeek or other AI vendors, Firebase/Google Cloud, RevenueCat, and other analytics, hosting, and security providers (collectively "Third-Party Providers").

You understand and agree:

- We may transmit your inputs (images/text/location you provide) to our servers and/or Third-Party Providers to generate outputs.
- The quality, availability, safety filters, latency, and accuracy of results may depend on Third-Party Providers and may change without notice.
- Third-Party Providers may have their own terms and policies that govern their services.

To the maximum extent permitted by law, we disclaim liability for Third-Party Providers and their services, outages, errors, content filtering, or output behavior.

6) USER CONTENT; LICENSE; INPUT OWNERSHIP

"User Content" means any images, text, metadata, and other materials you submit to the Service ("Inputs") and (to the extent applicable) any outputs generated for you ("Outputs").

6.1 Your rights

As between you and us, you retain any rights you may have in your Inputs. Outputs may be similar or identical to outputs provided to other users; you understand that Outputs are generated probabilistically and may not be unique.

6.2 License you grant to us

You grant us a worldwide, non-exclusive, royalty-free, sublicensable license to host, process, transmit, reproduce, and use your Inputs solely to:

(a) provide and operate the Service (including generating Outputs); (b) ensure safety, security, and abuse prevention; (c) comply with legal obligations and enforce these Terms.

We do not require a license to use your Inputs for training/improving our models unless we explicitly ask and you explicitly agree (for example via a clear opt-in). By default, we do not use your Inputs to improve or train our models.

6.3 Storage

By default, the App is designed so that your photos are stored on your device. However, when you submit Inputs for processing, they will be transmitted over the network and may be processed by our servers and/or Third-Party Providers. We may retain limited logs/metadata necessary for billing verification, rate limiting, fraud prevention, and service operation. See the Privacy Policy for details.

7) ACCEPTABLE USE; PROHIBITED CONTENT; ABUSE

You agree not to misuse the Service. You must not:

- upload content you do not have the right to use (including copyrighted images, trade secrets, or private/confidential information of others);
- upload illegal content, exploitative content, or content that violates applicable laws;
- upload sexual content involving minors (this will be reported where required and will result in immediate termination);
- attempt to reverse engineer, scrape, automate, probe, or bypass paywalls, limits, safety filters, or security controls;
- use the Service outside of the intended mobile application environment (e.g., by automated scripts, bots, or unauthorized clients);
- interfere with or disrupt the Service or Third-Party Providers;
- use the Service to commit fraud, impersonation, or deception.

We may implement filtering and refuse to process certain Inputs. We may suspend, limit, or terminate your access at any time for suspected abuse, prohibited content, suspicious activity, or legal

compliance.

8) LIMITS, RATE LIMITING, AND FAIR USE

We may impose usage limits to protect the Service, including limits on scans/requests. Unless otherwise stated in the App, a typical limit may be 100 scans per month, measured by device identifiers, anonymous authentication identifiers (e.g., Firebase anonymous user), RevenueCat identifiers, or any combination.

Limits may change at any time, with or without notice, and may vary by plan, region, device, subscription status, and risk signals. If you exceed limits, we may:

- block or throttle requests;
- require a subscription or re-subscription;
- restrict features;
- suspend or terminate access.

9) SUBSCRIPTIONS, TRIALS, PROMOTIONS, BILLING

9.1 General

The Service offers subscription plans through Apple App Store In-App Purchase and/or Google Play Billing. Subscriptions renew automatically unless canceled at least 24 hours before the end of the current period (or as otherwise specified by Apple/Google).

Billing is handled by the App Store/Google Play. We do not directly process payment card data. We use RevenueCat for subscription management and entitlement verification.

9.2 Plans (indicative; may vary by region and store)

Prices may vary by country/region and are shown in the App at purchase time.

Common plans may include:

- Weekly: regular price USD \$3.99/week
- Monthly: regular price USD \$9.99/month

9.3 Free trial (weekly plan)

The weekly plan may include a 3-day free trial for eligible users (as determined by Apple/Google). If you start a trial, you will be charged automatically when the trial ends unless you cancel before the trial ends. A trial is considered part of the subscription enrollment (auto-renewal is enabled).

9.4 24-hour promotional pricing ("50% off" offer)

We may offer a promotional discounted price (typically ~50% off) if you purchase within 24 hours of your first paywall view in the App. For example:

- Weekly promo: USD \$1.99/week

- Monthly promo: USD \$4.99/month

If you qualify and purchase within the 24-hour window, the discounted price may continue for subsequent renewals of that subscription until you cancel, subject to the store's rules, availability, and our right to change or withdraw promotions.

Important notes about the promo:

- The 24-hour window is measured from your first paywall view and may be stored locally on your device (e.g., device storage). If you delete/reinstall the App or reset the device, the promo window may reset. We are not obligated to preserve promo eligibility across reinstalls or devices.
- We may restrict, limit, revoke, or change the offer at any time, including limiting it to one-time per user/device/account, even if a workaround might exist.
- Eligibility and pricing are ultimately controlled by Apple/Google and may differ by user.

9.5 Price changes

We may change subscription offerings and prices. Apple/Google may require notice and may provide mechanisms for consent depending on region and rules. If you do not agree, you must cancel your subscription.

9.6 How to cancel

You must cancel through your App Store or Google Play account settings. Deleting the App does not cancel your subscription.

9.7 Refunds

Refund requests are handled by Apple or Google under their policies. We do not guarantee refunds and do not control the refund process.

10) "SELL" BUTTON; EXTERNAL LINKS; NO RESPONSIBILITY FOR THIRD-PARTY WEBSITES

The App may include a "Sell" feature that opens an external browser search (e.g., Google search) using your provided location and the item name. We do not:

- host listings,
- verify buyers or sellers,
- facilitate transactions,
- provide escrow, shipping, or payments,
- guarantee that any external results are safe, accurate, or appropriate.

Any dealings with third parties are solely between you and that third party. We are not responsible for third-party websites, services, content, scams, disputes, or losses.

11) INTELLECTUAL PROPERTY

The App, Service, branding, design, software, and all related intellectual property are owned by us or our licensors and protected by law. You receive a limited, personal, non-transferable, non-exclusive, revocable license to use the App for lawful purposes in accordance with these Terms.

You may not copy, modify, distribute, sell, lease, reverse engineer, or create derivative works of the App or Service except to the extent permitted by law.

12) DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND.

WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS.

WE DO NOT WARRANT OR GUARANTEE:

- THE ACCURACY OR RELIABILITY OF OUTPUTS (INCLUDING VALUE ESTIMATES);
- THAT OUTPUTS WILL MATCH REAL-WORLD PRICES, SALES, OR MARKET DEMAND;
- THAT ANY ITEM IS AUTHENTIC, GENUINE, LEGAL TO OWN/SELL, OR IN A PARTICULAR CONDITION;
- THAT THIRD-PARTY PROVIDERS WILL CONTINUE TO SUPPORT THE SERVICE.

13) LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(a) WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR BUSINESS OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

(b) OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF:

(i) THE AMOUNT YOU PAID (IF ANY) FOR THE SERVICE IN THE 3 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (ii) USD \$10.

Some jurisdictions do not allow certain limitations. In such cases, our liability will be limited to the maximum extent permitted by applicable law.

14) INDEMNIFICATION

You agree to defend, indemnify, and hold harmless us from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from or related to:

- your access to or use of the Service;
- your Inputs and your conduct (including illegal or infringing content);
- your violation of these Terms or applicable law;
- your transactions or interactions with third parties (including buyers/sellers you find via external links).

15) TERMINATION; SUSPENSION; CHANGES TO THE SERVICE

We may, at any time and for any reason, suspend, restrict, or terminate your access to the Service, with or without notice, including for suspected abuse, fraud, prohibited content, legal compliance, or security reasons.

We may modify, discontinue, or change the Service (including features, limits, pricing, or availability) at any time. We are not liable for any modification, suspension, or discontinuation.

If your subscription is canceled or terminated, you may lose access to paid features at the end of the current billing period (subject to store policies).

16) GOVERNING LAW

These Terms are governed by the laws of Vietnam, without regard to conflict of laws principles, except where mandatory consumer protection laws in your jurisdiction require otherwise.

17) BINDING ARBITRATION; CLASS ACTION WAIVER; INJUNCTIVE RELIEF

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

17.1 Mandatory arbitration

Except as described below, you and we agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Service, or your use of the Service (each a "Dispute") will be resolved by binding arbitration, not in court.

The arbitration will be:

- seated in Khanh Hoa Province, Vietnam (Nha Trang), and
- conducted remotely/online where permitted, and
- in English, unless the arbitrator determines otherwise.

We may choose an arbitration provider or rules reasonably suitable for international disputes. If no provider is specified, the arbitration will be conducted by a single arbitrator appointed in accordance with Vietnam law or internationally recognized arbitration rules, as applicable.

17.2 Exceptions

Either party may bring a claim in small claims court (or equivalent) if the claim qualifies and remains individual. Either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect intellectual property rights, confidential information, or prevent unauthorized access or misuse of the Service (e.g., hacking, scraping, reverse engineering).

17.3 Class action waiver

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

The arbitrator may not consolidate more than one person's claims and may not preside over any form of representative proceeding.

17.4 Consumer rights; local mandatory laws

If the laws of your country provide you with non-waivable rights (including limitations on arbitration or class waivers), then those rights remain in effect, and the arbitration/class waiver provisions apply only to the extent permitted.

18) CHANGES TO THESE TERMS

We may update these Terms from time to time. If we make material changes, we will provide notice by updating the "Last Updated" date and/or via the App. Your continued use of the Service after the effective date of updated Terms constitutes acceptance.

19) APPLE-SPECIFIC TERMS (iOS)

If you download or use the App on iOS:

- You acknowledge that these Terms are between you and us, not Apple.
- Apple is not responsible for the App or its content, maintenance, support, or any claims relating to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the App; to the maximum extent permitted by law, Apple has no other warranty obligations.
- Apple is a third-party beneficiary of these Terms and may enforce these Terms against you.

20) GOOGLE PLAY-SPECIFIC TERMS (ANDROID)

If you download or use the App through Google Play, your purchase and subscription are subject to Google Play's billing policies and terms. Google is not responsible for the Service's outputs or your use of external links.

21) MISCELLANEOUS

- Entire Agreement: These Terms and the Privacy Policy constitute the entire agreement between you and us regarding the Service.
- Severability: If any provision is found unenforceable, the remainder will remain in effect.
- No Waiver: Failure to enforce any provision is not a waiver.
- Assignment: You may not assign these Terms. We may assign these Terms as part of a merger, acquisition, reorganization, or sale of assets.
- Force Majeure: We are not liable for delays or failures due to events beyond our reasonable control.

22) CONTACT

For questions, support, or legal notices:

dev.badaeff@gmail.com Subject line suggestion for legal notice: "Scantique AI - Legal Notice"