

Tauer AI Inc. – Terms & Conditions

Last Updated: October 2025

These Terms and Conditions ("Terms") govern your access and use of Tauer.ai ("Tauer," "we," or "us"), an AI-powered infrastructure platform designed exclusively for media agencies. By creating an account, accessing, or using Tauer's services, you agree to these Terms. If you do not agree, you must not use the platform.

1 - Company Information

Entity: Tauer AI Inc.

Registered Address: 16192 Coastal Highway, Lewes, Delaware 19958, United States

Jurisdiction: United States (State of Delaware)

Contact: support@tauerai.com

2 - Account Creation & Eligibility

- Tauer's services are available only to registered media agencies or legal business entities.
- You must be at least 18 years old and authorized to act on behalf of your agency.
- Each agency must maintain one master account; account sharing outside your organization is prohibited.
- You are responsible for maintaining the confidentiality of your credentials and all activities under your account.

Tauer reserves the right to suspend or terminate access for any fraudulent, abusive, or unauthorized activity.

3 - Subscription Model & Fees

Tauer operates as a **subscription-based SaaS platform**, not tied to media spend.

3.1 Subscription Structure

- Fees are determined by your selected plan tier (based on number of brands managed and/or data processed).
- Usage thresholds may apply; exceeding them incurs additional fees as specified in your plan.
- All payments are in **USD** and exclude applicable taxes.

3.2 Billing & Renewals

- Subscriptions renew automatically unless cancelled before the renewal date.
- Payments are non-refundable. Upon cancellation, you retain access until the end of the current billing cycle.

3.3 Modifications

Tauer may update pricing or plan features with prior notice sent to your registered email or account dashboard.

4 - Use of the Platform

You agree to use Tauer solely for lawful business purposes related to media operations. You may not:

- Upload or distribute malicious code, viruses, or automated bots.
 - Reverse engineer, resell, or copy Tauer's software.
 - Use Tauer to operate competing AI or ad-tech platforms.
 - Collect or process data from third parties without consent.
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5 - Partner Agency Framework

Tauer is designed for **agencies managing multiple advertiser accounts**.

- Agencies act as the **primary account holders** responsible for client campaign data, ad accounts, and compliance.
 - Tauer is **not a party** to any contractual or business relationship between the agency and its advertisers.
 - Agencies are responsible for ensuring their use of Tauer complies with client agreements and all applicable data protection laws.
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6 - AI Output & Intellectual Property

- Agencies own the **outputs** generated within their accounts (e.g., media plans, reports, insights, and campaign recommendations).
 - Tauer retains ownership of its **platform, algorithms, data models, and intellectual property**.
 - Agencies may not repackage or resell Tauer's technology as standalone software.
 - Tauer may use anonymized and aggregated data to improve its AI systems and services.
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7 - Data Handling & Privacy

Tauer connects to third-party platforms (Meta, Google, TikTok, etc.) via APIs to process performance data.

We collect:

- Account and user details (agency name, contacts, billing info).
- Campaign performance metrics, creative data, and audience insights.

We comply with data privacy regulations including **GDPR, LGPD, and Habeas Data**.

Full details are in our Privacy Policy, incorporated herein by reference.

8 - Service Availability & Warranties

- Tauer provides its services “**as-is**” and “**as available**.”
 - We do not guarantee uninterrupted or error-free operation, nor the performance of third-party APIs.
 - Tauer disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.
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9 - Termination & Suspension

Tauer may suspend or terminate access if:

- Fees remain unpaid after the due date.
- You engage in illegal, abusive, or unauthorized activities.
- You breach these Terms.

Upon termination:

- Your account data may be retained for 30 days, after which it may be deleted.
- You remain responsible for any outstanding payments.
- You may request data export before deletion.

10 - Limitation of Liability

To the maximum extent permitted by law:

- Tauer's total liability is limited to the **amount paid by you in the previous 12 months**.
- Tauer is not liable for any indirect, incidental, or consequential damages, including loss of profit, data, or goodwill.

11 - Dispute Resolution & Governing Law

- These Terms are governed by the laws of **Delaware, United States**.
- Any disputes shall be resolved through **binding arbitration** in Delaware, unless both parties agree otherwise in writing.

12 - Modifications

Tauer may update these Terms at any time. Continued use of the platform after changes indicates acceptance of the new Terms. Updates will be communicated via email or within your dashboard.

13 - Contact

For support, legal, or billing inquiries:

Email: support@tauerai.com

Entity: Tauer AI Inc., 16192 Coastal Highway, Lewes, Delaware 19958, United States