PUBLIC OFFER FOR ACCESS
TO THE FUNCTIONALITY OF SETUP.APP

1. General Provisions

1.1. This document is a public offer from the Setup.app project (hereinafter referred to as the "Provider") to enter into a paid services agreement with any individual (hereinafter referred to as the "User").

1.2. The agreement shall be deemed concluded at the moment the User accepts the terms of this offer, which is confirmed by performing any of the actions specified in Section 4 of this document.

1.3. This document is a legally binding agreement governing the conditions for accessing the Setup.app platform functionality, including the Telegram bot and other interfaces.

1.4. If the User disagrees with any provision of this offer, they must refrain from using the services and not perform the actions specified in Section 4.

1.5. The terms of this offer apply to all Users, regardless of their citizenship, location, or payment currency.

2. Terms and Definitions

2.1. **Setup.app / Service** — a software and hardware complex providing Users with tools for generating text, images, audio, code, and other materials using artificial intelligence technologies.

2.2. **User** — an individual who has accepted this offer and uses the Service for personal or professional purposes.

2.3. **Tariff / Subscription** — a paid access model allowing the User to use the Service functionality within specified limits and conditions.

2.4. **Platform** — the entire technical infrastructure of the project, including the Telegram bot, website, API interfaces, databases, modules, and auxiliary services.

2.5. **Content** — materials generated using Setup.app: text, images, audio, video, software code, and other digital objects.

2.6. **Payment** — actions by the User to transfer funds through integrated payment systems for access to the platform.

2.7. **Setup Points (SP)** — an internal accounting unit in the Setup.app system used for platform access.

3. Subject of the Agreement

3.1. The Provider undertakes to provide the User with access to the functionality of Setup.app, and the User agrees to pay for such access in accordance with the terms of this agreement.

3.2. The scope, format, cost, and limitations of the provided services are determined by the tariff plan selected by the User, as published in the Telegram bot and/or on the official Service website.

4. Offer Acceptance and Agreement Conclusion

4.1. The User's acceptance of this offer shall be deemed as any of the following actions:
* subscribing or paying for any tariff through the Telegram bot interface or the website;
* registration and confirmation of agreement with the terms;
* using the Service after the start of the paid period.

4.2. From the moment of acceptance, this offer becomes a concluded agreement between the User and the Provider.

5. Provision of Services

5.1. Upon receiving payment, the Provider grants the User access to the products according to the selected tariff.

5.2. All actions by the User are deemed to be performed by them personally.

5.3. The User is fully responsible for complying with applicable laws when using generated content, including copyright, business ethics, and public communication standards.

5.4. Setup.app reserves the right to temporarily or permanently suspend services for a particular User in case of violations, without refunding the subscription fee.

6. Cost and Payment Procedure

6.1. Services are provided exclusively on a paid basis.

6.2. All current tariff plans, including costs, limitations, and payment methods, are published on the project's services.

6.3. Payment or the start of Service use, including registration or authorization, constitutes the User's unconditional agreement with all terms of this offer and the selected tariff plan.

7. Refund Policy

7.1. A refund is possible only if the User has not used the Service. Usage is deemed to begin upon any form of access, including registration, authorization, use of Setup Points, interaction with the Telegram bot, and any other actions.

7.2. The User must submit a refund request by email at support@setup.app, attaching: payment confirmation (receipt, invoice, screenshot), justification for the refund, and registration details.

7.3. Refund requests are processed within 7 business days from receipt.

7.4. If approved, the refund is issued to the same payment method used, within 10 business days.

7.5. All payment system fees are deducted from the refund amount and are non-refundable.

7.6. Automatic renewal charges are non-refundable. The User must disable auto-renewal before the next payment date.

8. Intellectual Property

8.1. All exclusive rights to the software, interface, database, structure, and other elements of the Platform belong to the Setup.app project.

8.2. The User may not copy, modify, distribute, or use Platform elements for commercial purposes without prior written consent from the Provider.

8.3. Content created by the User using the Service belongs to the User and may be used for personal and/or commercial purposes, subject to compliance with the law and this offer.

9. Validity and Changes to the Offer

9.1. This offer comes into effect upon publication and remains valid indefinitely until revoked or replaced.

9.2. The Provider may amend the terms of the offer at any time. Changes take effect upon publication of a new version.

9.3. Continued use of the Service after changes constitutes the User's agreement to the new version of the offer.

10. Dispute Resolution

10.1. All disputes arising under this agreement shall be resolved through negotiations.

10.2. If resolution through negotiations is impossible, the dispute shall be resolved in accordance with applicable law at the location of the Provider.

11. Liability of the Parties

11.1. Each party is liable for failure to perform or improper performance of its obligations under this agreement in accordance with applicable law.

11.2. The Provider is not liable for damages resulting from the User's actions in violation of this offer or the law.

11.3. The Provider does not guarantee that the services will meet the User's subjective expectations.

11.4. The Provider is not liable for temporary technical disruptions in the Service caused by factors beyond its control.

12. Confidentiality

12.1. All data provided by the User when using the Service is processed in accordance with the Privacy Policy.

12.2. The User consents to the processing of their personal data to the extent necessary for fulfilling this agreement.

12.3. The Service takes all reasonable technical and organizational measures to protect personal data from unauthorized access and leaks.

13. Miscellaneous

13.1. This offer is governed and interpreted in accordance with applicable law.

13.2. Use of the Service constitutes the User's full agreement with the terms of this offer.

13.3. The User confirms that they have all necessary rights and authority to enter into this agreement.

13.4. The invalidity of any provision of this offer shall not affect the validity of the offer as a whole.

13.5. Any Setup.app User may participate in the referral program by recommending the Service to others. For each referred user who subscribes, the participant receives a commission reward. Terms of accrual, calculation, and amount of the reward are detailed in the marketing plan available at: https://setup.app/documents/partner-plan.