

Rose One

Terms of Service

Effective Date: January 1, 2026

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE. By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

1. Definitions

For the purposes of these Terms of Service, the following definitions apply:

- "Service" means the Rose One AI-powered personal chatbot subscription platform, including all features, tools, interfaces, and content made available.
- "User," "you," or "your" means any individual who creates an account, accesses, or uses the Service.
- "Subscription" means a paid plan granting recurring access to the Service as described in Section 4.
- "Content" means any text, data, files, or other information you provide to or through the Service.
- "AI Output" means responses, suggestions, or generated content produced by the Service's artificial intelligence engine.
- "Payment Processor" means Stripe, Inc., our third-party payment processing partner.
- "Account" means the registered user profile required to access the Service.
- "We" means Rose One LLC.

2. Acceptance of Terms

By creating an Account or using the Service in any capacity, you represent that:

- You are at least 18 years of age (or the age of majority in your jurisdiction);
- You have read, understood, and agree to be bound by these Terms and our Privacy Policy;
- If using the Service on behalf of an organization, you have authority to bind that organization to these Terms;
- All information you provide is accurate, current, and complete.

We reserve the right to modify these Terms at any time. We will notify you of material changes via email or in-app notification. Continued use of the Service after notice constitutes acceptance of the revised Terms.

3. Account Registration & Security

To access the Service, you must create an Account by providing a valid email address and setting a secure password. You agree to:

- Keep your login credentials confidential;
- Notify us immediately at bentson@roseone.ai of any unauthorized Account access;
- Accept responsibility for all activity occurring under your Account;
- Not share, transfer, or sell your Account to any third party.

We reserve the right to suspend or terminate Accounts that violate these Terms, engage in fraudulent activity, or pose a risk to the integrity of the Service or our Payment Processor.

4. Subscription Plans & Billing

4.1 Subscription Tiers

Rose One offers subscription plans on a recurring basis. Plan details, features, and pricing are displayed on our website and within the Service. By selecting a Subscription, you authorize us to charge the applicable fees to your designated payment method through our Payment Processor.

4.2 Payment Processing

All payment transactions are processed securely by Stripe, Inc. By subscribing, you agree to Stripe's Terms of Service and Privacy Policy. We do not store full payment card numbers on our servers. By providing your payment information, you represent that:

- You are authorized to use the payment method provided;
- The payment information is accurate and complete;
- You will promptly update payment information upon expiration or change.

4.3 Billing Cycle & Automatic Renewal

Subscriptions renew automatically at the end of each billing period (monthly or annual, as selected). You will be charged on the renewal date unless you cancel prior to that date. We will send a reminder notification before annual renewals.

4.4 Free Trials

If we offer a free trial, your selected payment method will be charged the applicable subscription fee at the end of the trial period unless you cancel before the trial expires. We reserve the right to limit free trial eligibility to one trial per user.

4.5 Failed Payments

If a payment fails, we will attempt to process the charge up to three (3) times over a seven (7) day period. If payment cannot be collected, your Subscription may be suspended or downgraded to a free tier (if available) until payment is resolved. We may use Stripe's Adaptive Acceptance and Stripe Radar fraud tools to optimize payment recovery.

4.6 Price Changes

We reserve the right to modify subscription pricing. We will provide at least thirty (30) days' advance notice of price changes via email. Your continued use of the Service after the price change takes effect constitutes acceptance of the new pricing.

5. Refund & Cancellation Policy

5.1 Cancellation

You may cancel your Subscription at any time through your Account settings or by contacting us at bentson@roseone.ai. Cancellation will take effect at the end of the current billing period. You retain access to the Service through the end of the paid period.

5.2 Refunds

All subscription fees are non-refundable except as required by applicable law or in the following circumstances:

- **Technical failure:** If the Service experiences a verified outage exceeding 24 continuous hours within a billing period, you may request a prorated credit.
- **Erroneous duplicate charges:** We will promptly refund verified duplicate billing.
- **Statutory rights:** Residents of certain jurisdictions (including the European Union) may have additional rights to refunds under applicable consumer protection law.

Refund requests must be submitted within fourteen (14) days of the charge to bentson@roseone.ai. We process approved refunds within ten (10) business days through Stripe.

5.3 Chargebacks

Initiating a chargeback or payment dispute without first contacting us in good faith may result in immediate Account suspension. We reserve the right to contest chargebacks we believe are fraudulent or made in bad faith.

6. Acceptable Use Policy

You agree to use the Service only for lawful purposes and in accordance with these Terms. You must NOT:

- Use the Service to generate, distribute, or transmit any illegal, harmful, abusive, harassing, defamatory, obscene, sexual, or fraudulent content;
- Attempt to reverse-engineer, decompile, or extract the source code of the Service or its AI models;
- Use the Service to create, train, or improve a competing AI product without our written consent;
- Submit false, misleading, or deceptive information through the Service;
- Use automated scripts, bots, or crawlers to access the Service without authorization;
- Engage in any activity that overloads, disrupts, or impairs the Service infrastructure;
- Use the Service in any manner that could facilitate money laundering, fraud, or other financial crimes;
- Circumvent subscription restrictions or access features not included in your plan.

Violation of this policy may result in immediate termination of your Account without refund and, where appropriate, referral to law enforcement.

7. AI-Generated Content & Limitations

The Service uses artificial intelligence to generate responses and recommendations. You acknowledge and agree that:

- AI Outputs are generated automatically and do not constitute professional advice of any kind (legal, medical, financial, psychological, or otherwise);

- AI Outputs may contain inaccuracies, errors, or outdated information — you are responsible for independently verifying any AI Output before acting on it;
- We do not guarantee the accuracy, completeness, or fitness of AI Outputs for any particular purpose;
- You are solely responsible for decisions made based on AI Outputs;
- Conversations may be used in aggregated, de-identified form to improve the Service, subject to our Privacy Policy.

8. Intellectual Property

8.1 Our Property

The Service, including all software, AI models, interfaces, branding, and documentation, is the exclusive property of Rose One LLC and its licensors, protected by copyright, trademark, and other applicable law. Nothing in these Terms grants you ownership rights in the Service.

8.2 Your Content

You retain ownership of Content you submit to the Service. By submitting Content, you grant us a non-exclusive, worldwide, royalty-free license to use, process, and analyze such Content solely to provide and improve the Service, consistent with our Privacy Policy.

8.3 Feedback

Any feedback, suggestions, or ideas you provide regarding the Service may be used by us without compensation or obligation to you.

9. Privacy & Data Protection

We are committed to protecting your personal data. Our Privacy Policy, incorporated by reference into these Terms, describes how we collect, use, and share information. Key data practices include:

- Payment data is processed exclusively by Stripe and governed by Stripe's privacy practices — we do not store full card details;
- We implement industry-standard security measures including TLS encryption and access controls;
- We do not sell your personal data to third parties;
- You may request access to, correction of, or deletion of your personal data as described in our Privacy Policy;
- If you are located in the European Economic Area, United Kingdom, or California, additional rights apply under GDPR, UK GDPR, or CCPA respectively.

10. Third-Party Services

The Service integrates with third-party providers, including Stripe for payment processing. Your use of third-party services is subject to their respective terms and privacy policies. We are not responsible for the practices or content of third-party providers. Third-party integrations include:

- Stripe, Inc. — payment processing and fraud prevention (stripe.com/legal);

- Cloud infrastructure providers for data hosting and service delivery;
- Analytics providers for aggregate usage analytics (operating under data processing agreements).

11. Disclaimers & Limitation of Liability

11.1 Service Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, ROSE ONE DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROSE ONE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, DATA, OR GOODWILL ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICE. OUR TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (USD \$100).

Note: Some jurisdictions do not allow exclusion or limitation of certain damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

12. Indemnification

You agree to indemnify, defend, and hold harmless Rose One, its officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms;
- Your use of the Service, including any AI Outputs you act upon;
- Your violation of any third-party rights, including intellectual property rights;
- Any Content you submit through the Service.

13. Termination

Either party may terminate the relationship governed by these Terms at any time:

- You may terminate by cancelling your Subscription and deleting your Account;
- We may terminate or suspend your Account immediately if you breach these Terms, engage in fraudulent activity, or if required by our Payment Processor or applicable law.

Upon termination, your right to use the Service ceases immediately. Sections 8 (Intellectual Property), 11 (Disclaimers), 12 (Indemnification), 14 (Governing Law), and 15 (Dispute Resolution) survive termination.

14. Governing Law

These Terms are governed by and construed in accordance with the laws of Arizona, United States of America, without regard to its conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Maricopa County for any disputes arising under these Terms.

15. Dispute Resolution & Arbitration

15.1 Informal Resolution

Before initiating formal proceedings, you agree to contact us at bentson@roseone.ai to describe the dispute and allow thirty (30) days for good-faith resolution.

15.2 Binding Arbitration

If informal resolution fails, disputes shall be resolved by binding arbitration administered by [Arbitration Provider, e.g., JAMS or AAA] under its applicable rules. The arbitration shall take place in Arizona. Each party bears its own costs unless the arbitrator determines otherwise. The arbiter shall be decided mutually.

15.3 Class Action Waiver

YOU AND ROSE ONE LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

15.4 Exceptions

Either party may seek emergency injunctive relief in a court of competent jurisdiction to prevent irreparable harm. Claims relating to intellectual property infringement are excluded from mandatory arbitration.

16. Regulatory & Financial Compliance

You represent and warrant that your use of the Service and any payments made through the Service comply with all applicable laws, including:

- Anti-money laundering (AML) and counter-terrorism financing (CTF) regulations;
- Office of Foreign Assets Control (OFAC) sanctions lists — you represent that you are not a sanctioned individual or entity;
- Payment Card Industry Data Security Standards (PCI DSS) as applicable;
- All applicable consumer protection and e-commerce regulations in your jurisdiction.

We reserve the right to refuse service to any individual or entity identified on applicable sanctions lists, and to report suspicious financial activity to relevant authorities.

17. Modifications to the Service

We reserve the right to modify, suspend, or discontinue any aspect of the Service at any time with reasonable notice. We will endeavor to provide at least fourteen (14) days' notice of material service changes. We are not liable to you or any third party for any modification, suspension, or discontinuance of the Service.

18. General Provisions

Entire Agreement: These Terms, together with our Privacy Policy, constitute the entire agreement between you and us regarding the Service and supersede all prior agreements.

Severability: If any provision is found invalid or unenforceable, the remaining provisions remain in full force.

Waiver: Our failure to enforce any provision does not constitute a waiver of our right to enforce it in the future.

Assignment: We may assign our rights and obligations under these Terms without notice. You may not assign your rights without our prior written consent.

Force Majeure: We are not liable for failure to perform obligations due to causes beyond our reasonable control, including natural disasters, cyberattacks, or government actions.

Notices: Legal notices to us must be sent to bentson@roseone.ai. We may send notices to the email address associated with your Account.

19. Contact Information

If you have questions about these Terms, please contact us:

Rose One

Email: bentson@roseone.ai

Website: www.roseone.ai

Last updated: January 1, 2026 | Version 1.0