

OLYA

Terms of Service

Effective date: 27 May 2026

1. Acceptance of Terms

By accessing or using the OLYA platform (the "Service"), operated by OLYA TECH LTD, a company registered in Malta, you agree to be bound by these Terms of Service ("Terms"). If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms.

If you do not agree to these Terms, do not access or use the Service.

2. Definitions

"**Account**" means a registered user account on the Service.

"**Content**" means text, images, videos, audio, and other material generated, uploaded, or published through the Service.

"**Customer Data**" means all data, content, and information you submit to or process through the Service.

"**Subscription**" means a paid or free-trial plan granting access to the Service for a defined period.

"**User**" means any individual who accesses the Service under your Account.

3. Eligibility

You must be at least 18 years old to use the Service. By using the Service, you represent and warrant that you meet this requirement and that all information you provide is accurate and complete.

4. Account Registration

To access the Service, you must register for an Account. You agree to:

- Provide accurate, current, and complete registration information;
- Maintain the security of your password and immediately notify us of any unauthorised use of your Account;
- Be responsible for all activity that occurs under your Account;
- Not share your Account credentials with any third party.

5. Subscriptions and Payment

5.1 Subscription Plans

The Service is offered under tiered subscription plans. Features and limits vary by plan. Current pricing is published on our website and may be updated from time to time.

5.2 Billing

Subscriptions are billed in advance on a monthly or annual basis depending on the plan selected. All fees are quoted in Euros (EUR) and are exclusive of applicable taxes unless stated otherwise.

5.3 Automatic Renewal

Subscriptions renew automatically at the end of each billing period unless cancelled before the renewal date. You may cancel at any time through your Account settings.

5.4 Refunds

Fees are non-refundable except where required by applicable law or as expressly set out in our refund policy. If you believe you have been charged in error, contact us at legal@olya.tech within 30 days of the charge.

5.5 Late Payment

If payment is not received when due, we reserve the right to suspend or terminate your access to the Service after reasonable notice.

6. Acceptable Use

You agree not to use the Service to:

- Generate, publish, or distribute content that is unlawful, defamatory, discriminatory, abusive, or violates the rights of any third party;
- Impersonate any person or entity or misrepresent your affiliation;
- Circumvent, disable, or interfere with security features or access controls;
- Scrape, crawl, or extract data from the Service by automated means without our prior written consent;
- Use the Service to train competing AI models;
- Transmit spam, malware, or any code that could harm the Service or its users;
- Violate any applicable local, national, or international law or regulation.

7. AI-Generated Content

7.1 Nature of AI Output

The Service uses artificial intelligence to assist in content creation. AI-generated output is provided on an "as-is" basis. You are responsible for reviewing, approving, and ensuring the accuracy and appropriateness of all content before publication.

7.2 No Endorsement

OLYA TECH LTD does not review, endorse, or guarantee the accuracy of AI-generated content. The human approval workflow within the Service is provided as a tool; final editorial responsibility rests with you.

7.3 Third-Party Platform Rules

When publishing content to third-party social media platforms, you are solely responsible for compliance with those platforms' terms of service and community guidelines.

8. Intellectual Property

8.1 Our IP

OLYA TECH LTD and its licensors own all right, title, and interest in and to the Service, including all software, designs, trademarks, and documentation. These Terms do not grant you any ownership rights in the Service.

8.2 Your Content

You retain ownership of your Customer Data and the final content you create using the Service. You grant us a limited, non-exclusive, royalty-free licence to host, process, and transmit your Customer Data solely to provide and improve the Service.

8.3 Feedback

If you submit feedback or suggestions regarding the Service, we may use such feedback without restriction or compensation to you.

9. Confidentiality

Each party may disclose confidential information to the other in connection with the Service. Each party agrees to: (i) keep the other's confidential information strictly confidential; (ii) use it only to exercise rights or perform obligations under these Terms; and (iii) protect it with at least the same degree of care used for its own confidential information, and no less than reasonable care.

10. Data Protection

The collection and use of personal data in connection with the Service is governed by our Privacy Policy, which is incorporated into these Terms by reference. OLYA TECH LTD processes personal data as a data controller (for account and billing data) and, where applicable, as a data processor (for Customer Data) in accordance with Regulation (EU) 2016/679 (GDPR).

11. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. OLYA TECH LTD DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OLYA TECH LTD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE TOTAL

FEES PAID BY YOU TO OLYA TECH LTD IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded or limited under applicable law.

13. Indemnification

You agree to indemnify, defend, and hold harmless OLYA TECH LTD and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with: (i) your use of the Service; (ii) your Customer Data; (iii) your breach of these Terms; or (iv) your violation of any third-party rights.

14. Suspension and Termination

14.1 Termination by You

You may terminate your Account at any time through your Account settings. Termination does not entitle you to a refund of prepaid fees.

14.2 Termination by Us

We may suspend or terminate your access to the Service immediately if: (i) you breach these Terms; (ii) we are required to do so by law; or (iii) we decide to discontinue the Service, with reasonable notice where practicable.

14.3 Effect of Termination

Upon termination, your right to use the Service ceases immediately. Provisions that by their nature should survive termination (including sections on IP, liability, indemnification, and governing law) shall survive.

15. Changes to Terms

We may modify these Terms from time to time. We will notify you of material changes by email or through the Service at least 14 days before the changes take effect. Your continued use of the Service after the effective date constitutes acceptance of the revised Terms.

16. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of Malta, without regard to its conflict of law provisions. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Malta, provided that nothing herein limits your rights as a consumer under the mandatory laws of your country of residence.

17. General Provisions

Entire Agreement. These Terms, together with the Privacy Policy, constitute the entire agreement between you and OLYA TECH LTD regarding the Service and supersede all prior agreements.

Severability. If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

Waiver. Failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Assignment. You may not assign these Terms or any rights hereunder without our prior written consent. We may assign these Terms freely.

Force Majeure. Neither party shall be liable for delays or failures in performance caused by circumstances beyond its reasonable control.

18. Contact

For questions about these Terms, please contact us at:

OLYA TECH LTD

Registered in Malta

Email: legal@olya.tech