

ComIO.Studio Terms of Service

Effective date: March 24, 2026

1. Definitions

- **“ComIO.Studio”** or **“Application”** — a desktop application for serial communication and AI-assisted debugging, created and distributed by the Operator.
- **“Operator”** — Sebastian Pietrasiak, ul. Patriotów 3A, 32-593 Żarki, Poland (email: info@comio.studio) — the individual developing and distributing ComIO.Studio.
- **“User”** or **“You”** — any individual or entity that downloads, installs, or uses the Application.
- **“AI Assistant”** — an optional AI-powered chat feature in the Application, available under paid plans. It may operate in Managed Mode or in BYOK Mode.
- **“Managed Mode”** — a mode in which AI queries are processed through the Operator’s infrastructure and billed based on credits allocated within the subscription.
- **“BYOK Mode”** (Bring Your Own Key) — a mode in which the User provides their own API key from an external AI provider (e.g. OpenAI, Anthropic, OpenRouter). Queries are routed directly from the User’s device to the AI provider — the Operator does not mediate the transmission, does not see query content, and does not bill token usage.
- **“Serial Terminal”** — the core serial communication functionality of the Application.
- **“Subscription”** — a recurring payment plan granting access to Application features.
- **“One-Time License”** — a single payment granting access to specific Application features without recurring payments or Operator credits, on terms specified at purchase, including potentially with a limitation to a specific major version of the Application or a defined scope of updates. Currently, the One-Time License is available exclusively in the BYOK variant (BYOK Mode); the Operator reserves the right to introduce other One-Time License variants in the future.
- **“Credit”** — a unit of AI usage in Managed Mode. One credit generally corresponds to one AI query for standard models; cost may vary depending on the selected model.
- **“License Key”** — a unique alphanumeric code provided upon purchase of a subscription or one-time license, used to activate access to paid features in the Application.

- **“License Credential”** — a unique authentication credential generated upon license activation and stored locally on the User’s device.
 - **“Query”** — a single AI request submitted by the User, including the message content, conversation history, and attached context data.
 - **“Operational Data”** — data related to a subscription or one-time license, such as: license key, selected plan, license type (subscription / one-time), remaining credit balance (in Managed Mode), billing cycle date (for subscriptions), and — if provided by the payment provider or submitted by the User — email address, name (or alias), country, transaction currency, and payment method, stored on the Operator’s infrastructure for customer support, license issue resolution, billing, diagnostics, and internal analytics. Operational Data is a functional category — some items (e.g. email address, name) may constitute personal data within the meaning of the GDPR, while others (e.g. license key, plan status) may be purely technical in nature.
 - **“Critical Environment”** — any environment, system, or application where failure, delay, misconfiguration, erroneous command, incorrect output, malfunction, or unavailability of the Application could lead to personal injury, property damage, production disruption, operational downtime, data loss, security breach, environmental damage, or other significant loss.
 - **“Executive Function”** — any Application function, command, macro, trigger, script, port state change, flashing operation, device configuration, or output generated using the Application that may directly or indirectly lead to a change in device state, activation of a drive, actuation of an actuator, resumption of machine operation, modification of operating parameters, or other effect in the physical world.
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2. Acceptance of Terms

By downloading, installing, or using ComIO.Studio, you accept these Terms of Service. If you do not agree to these Terms, do not use the Application.

The Operator reserves the right to update these Terms. Material changes **will be announced with reasonable advance notice** within the Application, on the website, or via email (if an address is available). Continued use of the Application after the notice period constitutes acceptance of the changes. If you do not agree with the changes, you may discontinue use of the Application and cancel your subscription before the changes take effect.

By using ComIO.Studio, you represent that you are at least **18 years old**. If you are under 18, you are not permitted to use the Application or purchase any paid plan.

3. Free Use of the Application

The User may use Application features designated as free without purchasing a subscription or license. The scope of features available free of charge and features requiring a paid plan depends on the Application version and is visible in the Application interface or on the website.

The Operator reserves the right to change the scope of free and paid features in subsequent Application versions. Changes to the scope of features, plans, and the classification of features as free or paid do not require amendment of these Terms, provided they do not alter the rights and obligations of the parties defined herein. Features may be added, removed, moved between plans, or modified without amending these Terms, provided that such changes do not materially reduce the scope of services arising from an already purchased plan within the current billing period or within the scope of an already acquired one-time license, subject to limitations resulting from outages, legal requirements, security concerns, changes in Third-Party Services, or features explicitly designated as beta, experimental, or early access.

The Application may also offer optional features allowing Users to voluntarily provide feedback, participate in product improvement programs, or engage in other forms of interaction with the Operator. Participation in such features is always voluntary and is not a condition for using the Application. Data processing rules for such features are described in the Privacy Policy.

4. Paid Plans and Access Models

ComIO.Studio offers three forms of paid access to the AI Assistant and potentially other premium features of the Application:

	Credit Subscription	BYOK Subscription	One-Time BYOK License
Payment	Recurring	Recurring	One-time
AI Mode	Managed (via Operator infrastructure)	BYOK (own API key)	BYOK (own API key)
Operator Credits	Yes	No	No
Who pays for AI tokens	Operator (via credits)	User (at their provider)	User (at their provider)
Billing cycle	Yes	Yes	No
Access duration	Subscription period	Subscription period	Per license terms specified at purchase

Current plans, prices, available modes, credit amounts, and scope of additional features are presented on the pricing page, at checkout, or within the Application.

The Operator reserves the right to **change prices, credit amounts, model multipliers, and plan parameters** at any time. Price changes take effect from the next billing cycle — **they do not affect the current, already paid period**. The Operator will provide reasonable advance notice of material pricing changes.

Some AI features may be labeled as “**beta**”, “**experimental**”, or “**early access**”. Such features are provided for testing and evaluation purposes, may be unstable, incomplete, or changed without notice, and are not subject to quality or availability guarantees.

4.1 Credit Subscription (Managed Mode)

In this model, the User pays a recurring subscription and AI queries are processed through the Operator’s infrastructure.

Billing cycle and credits:

- Subscriptions are billed on a recurring basis according to the billing period indicated at purchase. The billing cycle may start from the purchase date, from the beginning of the calendar month, or at another time specified by the Operator.
- Credits are allocated at the beginning of each billing cycle.

- Unless stated otherwise, **unused credits do not roll over to the next billing cycle.**
- The Operator reserves the right to change the billing cycle calculation method — changes take effect from the next cycle and do not affect the current, paid period.

Credit consumption:

- Each AI query consumes credits according to the selected model and applicable usage rules shown in the Application or on the pricing page.
- Premium models may consume more than one credit per query. The applicable cost is shown in the Application before submitting a query.
- Credits are generally deducted after effective processing of the query by the AI model has started and a result has been delivered.
- If a query fails due to a server-side error **before processing by the model has started**, credits are generally not deducted.
- If processing has started and computational resources have been utilized, credit deduction may occur even in the case of a partial, interrupted, or incomplete result.

Payment:

- Payment is processed by a payment partner (currently Lemon Squeezy). Payment card data is processed exclusively by the payment provider — the Operator does not have direct access to it.
- The Operator may store Operational Data provided by the payment provider through webhooks or API, for customer support, diagnostics, billing, internal analytics, and service continuity purposes.

4.2 BYOK Subscription and One-Time BYOK License (BYOK Mode)

In BYOK Mode, the User provides their own API key from an external AI provider (e.g. OpenAI, Anthropic, OpenRouter) in the Application's settings. The following provisions apply to both the BYOK subscription and the one-time BYOK license.

How it works:

- AI queries are routed directly from the User's device to the selected AI provider.
- The Operator does not mediate the transmission, does not process query content or responses, and does not bill token usage.
- The API key is stored exclusively locally on the User's device and is not transmitted to the Operator's infrastructure.

User responsibilities in BYOK Mode:

- The User bears sole responsibility for token costs charged by the selected AI provider.
- The User is obligated to comply with the terms of service and privacy policy of the selected AI provider.
- The Operator does not control the availability, quality, pricing, or terms of service of the AI provider selected by the User.

BYOK Subscription is billed on a recurring basis — provisions regarding the billing cycle, cancellation, and renewal apply accordingly, excluding credit-related provisions (the BYOK subscription does not include Operator credits).

One-Time BYOK License grants access to the AI Assistant interface in BYOK Mode in exchange for a one-time payment, on terms specified at purchase. The one-time license:

- does not include recurring payments, Operator credits, or automatic renewal;
- includes only such scope of features, updates, and support as specified at purchase or in a separate document;
- may be limited to a specific major version of the Application (e.g. v2.x) or a specific product line, if explicitly indicated at purchase;
- does not entitle the holder to all future versions, features, or services, unless explicitly indicated at purchase.

4.3 License Activation (common to all plans)

- After purchase, you may receive a License Key or other activation data via email or through the payment provider.
- These data are used to activate access to paid features in the Application.
- Activation may generate a License Credential stored locally on the User's device.

License keys and associated activation data are assigned to the purchaser and the scope of permitted use specified at purchase and **may not be sold, shared, sublicensed, or transferred to unauthorized third parties.** This restriction applies to all plans — subscriptions and one-time licenses alike.

5. Usage Limits and Fair Use

To ensure service quality, security, and fair access, the Operator may impose technical limits, usage thresholds, rate limiting, anti-abuse safeguards, and fair use policies.

The User agrees not to undertake any actions that violate system integrity, service security, third-party rights, or license terms. The full list of prohibited actions and detailed usage rules is set out in the separate **Usage Guidelines** document, which forms an integral part of these Terms.

Violation of the usage guidelines may result in temporary suspension or permanent termination of access to paid AI features. The Operator also reserves the right to restrict, suspend, or deactivate access in case of unusual usage patterns, suspected abuse, unauthorized sharing, or security risks.

6. Refunds and Cancellation

6.1 Subscription Cancellation

You may cancel your subscription at any time through the payment provider's customer portal or other available billing method.

Cancellation generally takes effect at the end of the current billing cycle, unless stated otherwise at purchase or required by applicable law.

6.2 Refunds — Credit Subscriptions

Since AI queries consume computational resources at the time of execution, refunds for consumed credits or completed billing periods are generally not provided, unless required by applicable law or the payment provider's policies.

If a technical issue prevents reasonable use of the subscription, please contact us at **info@comio.studio**. We may investigate and, at our sole discretion, provide a credit adjustment, access extension, or other appropriate resolution.

Requests related to a first purchase or unused service value may be considered on an individual basis.

6.2a Right of Withdrawal from a Subscription

A subscription constitutes a digitally delivered service. The consumer has the right to withdraw from the subscription contract within 14 days of its conclusion, in accordance with applicable consumer protection law (including Directive 2011/83/EU).

If the consumer agrees to the commencement of service delivery before the withdrawal period expires and is informed of the loss of this right upon full performance of the service, the right of withdrawal expires upon full performance of the service. If, at the time of withdrawal, the service has been only partially performed, the right of withdrawal applies to the unperformed portion; however, the consumer is obliged to pay for the service performed up to the point of withdrawal, proportionate to its scope — in accordance with Article 14(3) of Directive 2011/83/EU.

In practice: use of the AI Assistant or another paid feature under the subscription before the 14-day period expires, after prior expression of consent to commence the service, may result in an obligation to pay for the service performed up to the point of withdrawal and — in the case of full performance — in the expiry of the right of withdrawal.

6.3 Refunds — One-Time License

The consumer has the right to withdraw from the contract within 14 days of the purchase date, in accordance with applicable consumer protection law (including Directive 2011/83/EU). If the consumer agrees to the immediate delivery of digital content before the withdrawal period expires and is informed of the loss of this right, the right of withdrawal may expire upon license activation.

6.4 Chargebacks and Payment Disputes

If a payment dispute or chargeback is initiated, the Operator may temporarily suspend access to paid AI features until the matter is resolved.

The Operator reserves the right to present evidence of service delivery, activation, and usage to the payment provider or relevant financial institution as part of the resolution process.

7. Complaints and Contact Regarding Paid Services

In case of issues with activation, operation of a paid feature, credit billing, or other matters related to paid services, the User may file a complaint at **info@comio.studio**.

The complaint should include at least: the email address associated with the license, a description of the issue, and — where possible — the purchase date, transaction identifier, or license key.

The Operator will review the complaint and inform the User of the outcome.

8. Disclaimers and Limitations

The ComIO.Studio Application is provided on an **“as is”** and **“as available”** basis — without any warranty, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. The Operator does not guarantee that the Application will operate uninterrupted, error-free, or that it will meet all of the User’s expectations. The User uses the Application at their own risk.

The Application is not designed, tested, or offered as software certified for use in Critical Environments, including but not limited to industrial process control, production systems, industrial automation, critical infrastructure, safety systems, medical devices, or other applications where malfunction could lead to significant harm.

The Application does not constitute a safety system, safety-related control system, maintenance interlock, lockout/tagout mechanism, fail-safe system, or a solution intended to ensure safe stop, startup inhibition, personal protection, or safe machine and equipment operation.

8.1 No Guarantee of AI Responses (all modes)

Notwithstanding the general disclaimer above, the AI Assistant is additionally provided on an **“as is”** basis without any warranty regarding the accuracy, completeness, reliability, or fitness for a particular purpose of the generated responses. AI responses:

- may contain errors, inaccuracies, or outdated information;
- should not be the sole basis for hardware design, safety-critical decisions, or industrial control systems;
- do not constitute professional engineering, legal, or medical advice;
- may vary in quality depending on the AI model, query complexity, and available context.

These disclaimers apply regardless of the AI Assistant usage mode. In BYOK Mode, AI responses originate from the provider selected by the User, and the Operator has no influence over the choice of provider, model, or generation parameters.

8.2 User Responsibility

You bear sole responsibility for:

- verifying any AI-generated information before using it in any project, product, or system;
- any consequences arising from the application of AI-generated suggestions, code, or analyses;

- the content of your queries, including ensuring that you have the right to submit all data contained therein;
- ensuring that data sent to the AI Assistant does not contain confidential or sensitive information that you are not authorized to share with third-party services.

8.3 AI Code Generation (all modes)

Code generated by the AI Assistant, including Lua scripts, firmware snippets, or protocol-related implementations, is provided for informational, educational, and prototyping purposes. The Operator does not guarantee that generated code is free from errors, production-ready, compatible with specific hardware or environments, or free from third-party intellectual property claims.

In BYOK Mode, code is generated by the AI provider selected by the User — the Operator does not control the quality, content, or compliance of such code and bears no responsibility for it.

8.4 No Certification for Critical Environments — Testing and Validation Obligation

ComIO.Studio is not designed, tested, or offered as software certified or specifically intended for use in Critical Environments. If the User decides to use the Application in an environment where malfunction could result in personal injury, property damage, production disruption, revenue loss, security breach, or other significant loss, the User bears full responsibility for that decision.

Before deploying in any production, hardware, or operational environment, the User is obligated to independently conduct appropriate testing, validation, and verification in a safe test environment, to perform their own risk assessment, and to provide independent technical and organizational safeguards commensurate with the level of risk. The User bears sole responsibility for deployment, integration, configuration, and the consequences of using the Application in their environment.

8.5 Backups and Contingency Procedures

The User is obligated to maintain adequate backups, rollback procedures, configuration safeguards, contingency mechanisms, and human oversight wherever the consequences of erroneous Application behavior, generated responses, scripts, or commands could lead to harm or operational disruption.

8.6 No Safety Function — Separation and Independent Safeguards

The Application is not intended to perform safety functions and may not be treated as the sole mechanism preventing dangerous motion. If the User

uses the Application or any Executive Function in an environment capable of producing motion, state changes, or other physical effects, the User bears full responsibility for the consequences of such use and is obligated to:

- ensure complete separation of the Application from safety functions and from any mechanisms whose operation could lead to initiation or resumption of a dangerous operation;
 - provide technical and organizational safeguards independent of the Application, including interlocks, emergency stops, maintenance procedures, human oversight, lockout/tagout procedures, access controls, and command validation;
 - ensure that starting, resuming, changing state, activating, or unlocking a machine, drive, inverter, motor, gearbox, or other device does not occur without prior testing, authorization, and the safeguards listed above.
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9. Service Availability and Third-Party Services

9.1 Application Availability

The Operator makes reasonable efforts to keep the Application available and functioning properly, but does not guarantee uninterrupted availability or a specific uptime level. Planned and unplanned maintenance may temporarily limit or disable certain Application features.

9.2 Third-Party Services and Infrastructure

Some Application features — including but not limited to the AI Assistant — may depend on services, application programming interfaces (APIs), infrastructure, or software provided by third parties (hereinafter: “Third-Party Services”). The Operator does not control Third-Party Services and is not responsible for their availability, performance, accuracy, changes in terms, or discontinuation.

This also applies to situations where an external AI service, network infrastructure, query routing, AI model, payment provider, or other external component affects the way the Application functions, its availability, output, or latency.

In particular:

- the availability, quality, and scope of features dependent on Third-Party Services may change at any time, including without prior notice from the third-party provider;
- the Operator may at any time change the Third-Party Service provider, replace it with an alternative solution, adjust limits, apply technical

safeguards, or modify service parameters to maintain quality, reliability, security, or legal compliance;

- disruption or discontinuation of a Third-Party Service does not constitute a breach of these Terms by the Operator.

9.3 Feature Independence

Individual Application features may operate independently of each other. Unavailability of one feature (e.g. the AI Assistant) does not imply unavailability of the entire Application or other features. The scope of features operating offline or independently of Third-Party Services may change as the Application evolves.

9.4 Availability-Related Complaints

In case of significant and prolonged unavailability of a paid Application feature, the User may contact the Operator to assess the impact on their subscription.

10. Intellectual Property

ComIO.Studio, its name, logo, appearance, website content, and Application source code are the property of the Operator or its licensors and are protected by applicable intellectual property laws.

10.1 License to Use the Application

Subject to the terms of this Agreement, the Operator grants you a **limited, non-exclusive, revocable, non-transferable, and non-sublicensable license** to download, install, and use the Application on devices you own or control, solely for personal or internal professional purposes. This license does not include the right to redistribute, sublicense, rent, or make the Application available to third parties.

10.2 Reservations

The Application source code is proprietary. Reverse engineering, decompilation, and redistribution are prohibited, unless such restrictions are impermissible under applicable law.

You retain rights to data you input into the Application, such as serial data, scripts, and queries. Subject to applicable law, third-party rights, and — in BYOK Mode — the terms of your selected AI provider, you may use outputs generated by AI in response to your queries. The Operator does not guarantee that such outputs are free from errors, third-party claims, or legal restrictions.

11. Personal Data and Privacy

The Operator processes Users' personal data only to the extent necessary for the delivery of services described in these Terms, in compliance with applicable data protection laws, including the GDPR.

11.0 Installation Data — All Versions (Including Free)

Upon first launch, the Application generates an anonymous installation identifier (UUID) and transmits it to the Operator's server together with basic technical data (Application version, operating system, interface language, plan type). This data is collected regardless of version (free or paid) and is used for product analytics and conversion tracking. The detailed scope is described in the [Privacy Policy §3.0](#).

11.1 Data Common to All Paid Plans

Regardless of the selected plan, the Operator processes the following Operational Data:

- **License key** — unique license identifier.
- **Plan type and license type** (credit subscription / BYOK subscription / one-time license).
- **Email address and name (or alias)** — if provided by the payment provider or submitted by the User, stored for customer support, license issue resolution, and service-related contact.
- **Country, transaction currency, and payment method** — provided by the payment provider, stored for internal analytics, diagnostics, and billing.

11.2 Additional Data — Managed Mode

In Managed Mode, the Operator additionally processes data necessary for AI service delivery — including subscription plan, credit balance, billing cycle dates, and AI query metadata.

11.3 Data in BYOK Mode

In BYOK Mode, the Operator **does not process** query content or AI responses — communication occurs directly between the User's device and the external AI provider. The Operator processes Installation Data (§11.0) and Operational Data listed in §11.1.

11.4 Data Processing Agreement

To the extent that the Operator processes personal data on behalf of the User (e.g. AI query content in Managed Mode), the detailed terms of data processing are set out in the separate [Data Processing Agreement \(DPA\)](#), which forms an integral part of these Terms.

11.5 User Rights

Under the GDPR, the User has rights of access, rectification, erasure, restriction of processing, data portability, objection to processing, and withdrawal of consent. A detailed description of these rights is provided in the **Privacy Policy**.

To exercise your rights, contact the Operator: **info@comio.studio**.

11.6 Additional Documents

Full information about personal data processing is provided in the following separate documents:

- **Privacy Policy** — scope of data, legal bases, retention, user rights, recipients, international transfers.
- **Data Processing Agreement (DPA)** — data processing terms, sub-processors, safeguards, audit.
- **Cookie Policy** — cookies used on the comio.studio website.

The Privacy Policy constitutes a separate document supplementing these Terms with respect to personal data processing. In the event of discrepancies concerning personal data processing principles, the relevant provisions of the Privacy Policy shall prevail, unless mandatory provisions of applicable law provide otherwise.

12. Limitation of Liability

To the maximum extent permitted by applicable law, the Operator states the following.

The User acknowledges that, despite the Operator's reasonable care, the Application may contain bugs, malfunctions, incompatibilities, or other unintended behavior that, under certain conditions, may lead to undesired technical, operational, or business effects. For that reason, the User is obligated to test and verify the Application before deployment and to maintain independent safeguards appropriate to the level of risk.

- The Operator's total liability for all claims arising from the use of the Application or AI Assistant, regardless of legal basis, shall not exceed the amount paid by You in the 12 months preceding the event giving rise to the claim, or **€50** if no payment was made, whichever is higher.
- The Operator shall not be liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, lost revenue, data loss, business interruption, operational downtime, loss of contracts, loss of reputation, environment restoration costs,

replacement solution costs, or third-party claims arising from use of the Application.

- The Operator shall not be liable for damages arising from the application of AI suggestions, incorrect wiring diagrams, firmware configurations, protocol implementations, commands, scripts, macros, triggers, generated code, port misconfiguration, incorrect use of flashing features, or other actions performed by the User using the Application.
- The Operator shall not be liable for damages resulting from the use of the Application or any Executive Function to cause, enable, fail to prevent, unlock, start, restart, resume operation of, or change the state of machines, drives, inverters, motors, gearboxes, actuators, or other devices that may pose a risk to life, health, or property.
- The Operator shall not be liable for damages resulting from integration of the Application with devices, controllers, firmware, operating systems, converters, libraries, client infrastructure, or third-party services.
- The Operator shall not be liable for outages or unavailability caused by third-party service providers, including payment operators, hosting, CDN, AI routing, AI model providers, or other external infrastructure.
- In BYOK Mode, the Operator additionally shall not be liable for: token costs charged by the User's selected AI provider, the quality or availability of that provider's services, changes to its terms or pricing, or consequences arising from the User's improper safeguarding of their API key.
- Nothing in these Terms shall exclude or limit the Operator's liability to the extent that such exclusion or limitation would be impermissible under applicable law.

Hardware Safety Warning: ComIO.Studio communicates with physical hardware through serial ports. Incorrect commands, firmware flashing, or control line changes may damage connected devices. Always verify commands and settings before sending them to hardware. The Operator is not responsible for hardware damage resulting from use of the Application.

Personal Safety Warning: The Application should not be treated as the sole or primary mechanism ensuring the safety of persons working with machinery, drives, inverters, gearboxes, or other technical equipment. The User is obligated to apply independent safeguards, test procedures, maintenance interlocks, and human oversight, in particular for startup inhibition, maintenance protection, danger-zone safeguarding, and during maintenance, service, or repair work.

12.1 User Responsibility for Deployment and Consequences of Use

The User bears sole responsibility for the deployment, configuration, integration, and use of the Application in their environment, in particular for use in Critical Environments, use for Executive Functions that may cause dangerous physical effects, use without appropriate testing, without independent technical and organizational safeguards, without contingency procedures, or in violation of technical safety rules, occupational health and safety regulations, or lockout/tagout procedures. This responsibility also includes situations where an undesired effect results from a bug, incompatibility, misconfiguration, or other unintended behavior of the Application, to the extent that the User deploys or uses it without validation and safeguards appropriate to the risk.

12.2 Incident Reporting – Diagnostics and Application Improvement

If the User discovers a significant malfunction, anomaly, or security incident that may be related to the Application's operation, the User is encouraged to report it to the Operator as soon as possible at **info@comio.studio**. Such reports help the Operator identify and fix bugs and improve the quality of the Application for all Users.

Reporting an incident **does not create** any liability on the part of the Operator that would not already arise from these Terms or mandatory applicable law. The scope of liability exclusions and limitations set out in §12 remains in effect regardless of whether a report is submitted.

13. Force Majeure

The Operator shall not be liable for delays, service interruptions, or failure to perform obligations under these Terms if caused by circumstances beyond the Operator's reasonable control, including but not limited to:

- failures or unavailability of external infrastructure providers (servers, hosting, CDN, AI API providers);
- natural disasters, pandemics, war, terrorism, sanctions;
- power grid, telecommunications, or internet failures;
- cyberattacks, DDoS attacks, or security breaches affecting third-party systems;
- government actions, changes in law or regulations.

In the event of a force majeure event, the Operator will make reasonable efforts to restore service availability as soon as practicable and inform Users of the situation.

14. Termination

You may stop using the Application at any time.

The Operator may also immediately block or restrict use of the Application or its selected features if it determines that the manner of use creates a risk of harm, legal risk, security risk, abuse risk, or risk of Application use in a Critical Environment without the independent safeguards required by §8.4–8.6.

This applies in particular to situations where the Operator has reasonable grounds to suspect that the Application is being used or may be used to control devices capable of causing dangerous motion, activating drives, actuating actuators, or other effects that could endanger life, health, or property — without first ensuring the independent technical and organizational safeguards required by §8.6.

The Operator may suspend or terminate access to paid features or associated activation data in case of Terms violation, non-payment, abuse, security risk, legal risk, or other justified operational reasons.

Upon termination, access to paid AI features may expire immediately or at the end of the current billing cycle, depending on the reason for termination and applicable law.

Provisions regarding AI disclaimers, intellectual property, limitation of liability, governing law, and other provisions that by their nature should survive termination shall remain in effect.

15. Governing Law and Disputes

These Terms shall be governed by the laws of the **Republic of Poland**, excluding conflict of laws rules.

All disputes shall be resolved by the competent courts in Poland, unless mandatory consumer protection provisions in your jurisdiction provide otherwise.

If you are a consumer in the European Union, you may also have the right to bring claims in the country of your residence if required by applicable consumer protection laws.

If you use the Application in the **United States**, these Terms do not exclude or limit any rights granted to you by mandatory federal or state law (including consumer protection statutes). For matters relating to personal data, the Privacy Policy applies, including the section on US user rights.

If you are a consumer in the European Union, you may use the EU Online Dispute Resolution (ODR) platform: <https://ec.europa.eu/consumers/odr/>.

Before filing a claim, we encourage you to contact us at **info@comio.studio** for an amicable resolution.

If the User is a business entity, the parties shall attempt to resolve the dispute amicably before taking the matter to court, in particular by filing a complaint or notice of breach at info@comio.studio with a description of the claim and its basis.

16. Contact

For matters related to these Terms, subscriptions, or abuse reports:

- **Email:** info@comio.studio
- **Website:** <https://comio.studio>