

TERMS OF SERVICE (ToS).pdf

DASHAMAP

Table of Contents

- 1. Scope of these Terms and nature of the Service**
 - 1.1 What these Terms cover
 - 1.2 Nature of DashaMap
 - 1.3 No high-impact decision use
 - 1.4 Evolving service

- 2. Contracting party, eligibility, and legal capacity**
 - 2.1 Contracting party
 - 2.2 Eligibility and legal capacity
 - 2.3 Business users and authority
 - 2.4 Minors

- 3. Acceptance of Terms and incorporated documents**
 - 3.1 Incorporated documents
 - 3.2 Acceptance methods
 - 3.3 Refusal to accept

- 4. Document hierarchy and order of precedence**
 - 4.1 General hierarchy
 - 4.2 Topic-specific precedence

- 5. Account registration, access, and account security**
 - 5.1 Account registration
 - 5.2 Display name / pseudonym
 - 5.3 Billing identity and compliance data
 - 5.4 Account responsibility
 - 5.5 Unauthorized access and account sharing
 - 5.6 Verification and anti-fraud checks

- 6. Service plans, subscriptions, add-ons, and credits**
 - 6.1 Service structure
 - 6.2 Plan descriptions and limits
 - 6.3 Credits and quotas
 - 6.4 Credits are contractual usage rights, not property
 - 6.5 Plan and feature eligibility
 - 6.6 Active and Paid requirement
 - 6.7 Extra credits and inactivity consequences
 - 6.8 Promotions and gift features

- 7. Billing, payments, renewals, and taxes**
 - 7.1 Payment providers
 - 7.2 Authorization to charge
 - 7.3 Subscription renewals
 - 7.4 Billing cycle and pricing
 - 7.5 Failed payments, retry logic, and grace period
 - 7.6 Taxes
 - 7.7 Price changes
 - 7.8 Disputes and chargebacks
- 8. Beta features, and pre-release features**
 - 8.1 Promotional Offers
 - 8.2 Beta / experimental features
 - 8.3 No reliance on beta continuity
- 9. Refunds, cancellation, and consumer withdrawal rights**
 - 9.1 Refund Policy
 - 9.2 Digital services and immediate performance
 - 9.3 Operational activation events
 - 9.4 Cancellations
 - 9.5 No waiver of mandatory rights
- 10. Acceptable use and prohibited conduct**
 - 10.1 AUP incorporated and binding
 - 10.2 Examples of prohibited conduct
 - 10.3 Enforcement
- 11. Data entered by users and third-party data responsibility**
 - 11.1 Your responsibility for submitted data
 - 11.2 Third-party data
 - 11.3 No unlawful surveillance or invasive use
 - 11.4 Sensitive and restricted data
- 12. User content, generated outputs, and limited rights granted to DashaMap**
 - 12.1 Your content
 - 12.2 Rights you grant to DashaMap
 - 12.3 No general right to exploit user content commercially
 - 12.4 Generated outputs
 - 12.5 Business/white-label flow-down obligations
- 13. Feedback**
- 14. DashaMap intellectual property and service license**
 - 14.1 Ownership of Service

- 14.2 Limited license to use the Service
- 14.3 Restrictions
- 15. AI-assisted features, provider variability, and operational transparency**
 - 15.1 AI-assisted functionality
 - 15.2 No fixed model/provider guarantee
 - 15.3 AI limitations
 - 15.4 No generalized training objective
 - 15.5 AI Notice
- 16. Professional disclaimer and no fiduciary / no agency relationship**
 - 16.1 No professional advice
 - 16.2 Independent judgment required
 - 16.3 No fiduciary duty / no agency
- 17. Privacy, data processing, and DPA (business customers)**
 - 17.1 Privacy Policy applies
 - 17.2 DPA for business/enterprise relationships
 - 17.3 Customer compliance responsibility
 - 17.4 Security and anti-abuse processing
- 18. Shared links, magic links, exports, and white-label tools**
 - 18.1 Shared links and export features
 - 18.2 Your responsibility
 - 18.3 DashaMap protections
- 19. Security, service integrity, and anti-abuse measures**
 - 19.1 Security measures
 - 19.2 Protective controls
 - 19.3 Emergency protective actions
- 20. Third-party services, integrations, and links**
 - 20.1 Third-party providers
 - 20.2 Third-party terms
 - 20.3 External links and content
- 21. Availability, maintenance, and support**
 - 21.1 No guaranteed uninterrupted service
 - 21.2 Maintenance and updates
 - 21.3 Support scope
- 22. Service modifications and discontinuation of features**
 - 22.1 Right to modify
 - 22.2 Material adverse changes to paid features
 - 22.3 Prospectivity and customer options
 - 22.4 Discontinuation of entire Service

23. Suspension and termination

- 23.1 Suspension by DashaMap
- 23.2 Termination by DashaMap
- 23.3 Termination by you
- 23.4 Effect of suspension/termination on access and features
- 23.5 Effect on Credits and payments
- 23.6 Retrieval and deletion

24. Representations and warranties by you

25. Disclaimers of warranties

- 25.1 AS IS / AS AVAILABLE
- 25.2 No implied warranties
- 25.3 No outcome guarantee
- 25.4 Provider and infrastructure dependencies

26. Limitation of liability

- 26.1 Scope
- 26.2 Excluded damages
- 26.3 Liability cap (paid users)
- 26.4 Liability cap (free users)
- 26.5 Fair interpretation
- 26.6 Non-excludable matters

27. Indemnification

- 27.1 Your indemnity obligation
- 27.2 Conditions

28. Force majeure

29. Compliance with laws, sanctions, and export controls

- 29.1 User compliance
- 29.2 Screening and restrictions
- 29.3 Evasion prohibited

30. Changes to these Terms and incorporated policies

- 30.1 Right to update
- 30.2 Material changes
- 30.3 Effective date and acceptance
- 30.4 Customer option for prospective non-acceptance

31. Electronic communications and legal notices

- 31.1 Electronic communications consent
- 31.2 Legal notice channels from us
- 31.3 Notices from you to DashaMap
- 31.4 Deemed receipt

32. Dispute resolution, governing law, and forum

- 32.1 Informal resolution first
- 32.2 Governing law
- 32.3 Forum
- 32.4 Consumer and mandatory rights carve-out
- 32.5 Injunctive relief

33. Assignment, subcontracting, and transfer of agreement

- 33.1 Assignment by DashaMap
- 33.2 Assignment by you
- 33.3 Subcontractors

34. Confidentiality (limited bilateral clause)

- 34.1 Confidential Information
- 34.2 Use and protection
- 34.3 Exclusions
- 34.4 Required disclosure

35. Entire agreement

- 35.1 Entire agreement
- 35.2 Marketing and support statements

36. Severability, no waiver, and interpretation

- 36.1 Severability
- 36.2 No waiver
- 36.3 No interpretation against drafter
- 36.4 Headings

37. Language; controlling version

- 37.1 Controlling version
- 37.2 Courtesy translations

38. Contact information

TERMS OF SERVICE (ToS)

DASHAMAP

Controlling Version (English)

Version: 1.0

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These Terms of Service (“Terms” or “ToS”) govern access to and use of the DashaMap website, applications, platform, features, and related services (collectively, the “Service”) provided by:

GLOBAL MOUNTAIN GROUP LLC

30 N Gould St #47047

Sheridan, Wyoming 82801-6317, U.S.A.

Company ID: 2023-001208525

EIN: 61-2074460

Email: info@globalmountain.group

Website: www.globalmountain.group

In these Terms, GLOBAL MOUNTAIN GROUP LLC is referred to as “DashaMap,” “Company,” “Provider,” “we,” “us,” or “our.”

By accessing or using the Service, creating an account, purchasing a plan, activating paid features, or otherwise interacting with the Service, you (“you,” “User,” or “Customer”) agree to be bound by these Terms and the documents incorporated by reference.

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

1. Scope of these Terms and nature of the Service

1.1 What these Terms cover

These Terms apply to all users of the Service, including visitors, registered users, paying subscribers, business customers, white-label customers, authorized users under a business account, invitees, and any third party accessing the Service through an account or link controlled by a user.

1.2 Nature of DashaMap

DashaMap is a software service that may include deterministic calculations, timeline-related features, symbolic/interpretive outputs, and AI-assisted text generation or reformulation features. The Service is intended for symbolic, informational, reflective, and/or edutainment-oriented use (depending on the specific feature).

1.3 No high-impact decision use

The Service and its outputs must not be used as the sole basis for medical, therapeutic, legal, financial, investment, employment, insurance, credit, compliance, or other high-impact decisions without qualified human review and independent professional judgment.

1.4 Evolving service

The Service is a dynamic SaaS product. Features, models, workflows, limits, interfaces, availability, integrations, and architecture may change over time as described in these Terms.

2. Contracting party, eligibility, and legal capacity

2.1 Contracting party

The legal provider of the Service is GLOBAL MOUNTAIN GROUP LLC.

2.2 Eligibility and legal capacity

You may use the Service only if:

- a) you have legal capacity to enter into a binding agreement under applicable law;
- b) your use is not prohibited by applicable law or sanctions/export restrictions; and
- c) you comply with these Terms and all incorporated policies.

2.3 Business users and authority

If you use the Service on behalf of a company, organization, client, or other entity, you represent and warrant that:

- a) you have authority to bind that entity; and
- b) “you” in these Terms includes that entity and its authorized users, where applicable.

2.4 Minors

The Service is not intended for minors. You may not use the Service if you are below the minimum age permitted by applicable law to validly use the Service and consent (where required) to the relevant processing and contractual terms. We may request verification, suspend access, or terminate accounts where we reasonably suspect underage use in violation of these Terms or applicable law. Additional rules may apply under local law (including parental/guardian requirements where applicable).

3. Acceptance of Terms and incorporated documents

3.1 Incorporated documents

These Terms incorporate by reference, as applicable:

- a) Privacy Policy;
- b) Cookie Policy;
- c) Acceptable Use Policy (AUP);
- d) AI Transparency & Compliance Notice (AI Notice);
- e) Refund Policy;
- f) Billing / Subscription / Credits Policy (if published);
- g) Data Processing Addendum (DPA), where applicable to business/enterprise processing relationships;
- h) Order Forms, subscription pages, plan pages, pricing pages, and feature-specific terms;
- i) any additional policy or notice expressly stated to form part of the Service terms.

3.2 Acceptance methods

You accept these Terms by:

- a) clicking an acceptance button or equivalent;
- b) creating an account;
- c) purchasing or activating any paid feature or subscription;
- d) using the Service after these Terms become effective.

3.3 Refusal to accept

If you do not accept these Terms and incorporated documents, you must not use the Service.

4. Document hierarchy and order of precedence

4.1 General hierarchy

In case of conflict, the following order applies, unless expressly stated otherwise in a specific document or Order Form:

- a) applicable Order Form / negotiated enterprise agreement / signed amendment (including negotiated DPA amendments);
- b) Data Processing Addendum (DPA), solely for data processing role/allocation obligations and Article 28-type matters (where applicable);
- c) these Terms, for contractual rights/obligations, billing, subscriptions, licensing, suspension, and termination;
- d) Acceptable Use Policy (AUP), for prohibited uses, security misuse, anti-abuse rules, and enforcement conduct;
- e) AI Transparency & Compliance Notice, for AI-related operational transparency, AI limitations, and AI governance descriptions;
- f) Privacy Policy, for privacy disclosures, legal bases, data categories, retention, data subject rights, and transfer transparency;
- g) Cookie Policy, for cookies/tracking technologies and consent-management details;
- h) Refund Policy and Billing / Subscription / Credits Policy, for specific operational interpretations of refund and billing processes (except where they conflict with mandatory law or negotiated written terms).

4.2 Topic-specific precedence

For clarity:

- a) Privacy Policy governs privacy disclosure and personal-data transparency topics;
- b) DPA governs processor/controller allocation and processing obligations between business customers and Provider (where applicable);
- c) AUP governs use restrictions and anti-abuse/security enforcement rules;
- d) AI Notice does not replace the AUP or these Terms for enforcement or contractual remedies;
- e) these Terms remain the primary contract for service access, billing, licensing, suspension, termination, and liability allocation.

5. Account registration, access, and account security

5.1 Account registration

Certain features require an account. You must provide accurate, current, and complete information reasonably required to create and maintain your account.

5.2 Display name / pseudonym

You may be permitted to use a nickname, display name, or pseudonym for ordinary use of the Service, provided it does not violate law, third-party rights, trademarks, identity rights, anti-abuse policies, or these Terms.

5.3 Billing identity and compliance data

For billing, receipts, fraud prevention, disputes, tax/accounting compliance, or legal obligations, you may be required to provide accurate legal name and billing information (including business entity data where applicable). Failure to provide accurate and verifiable billing information may result in payment refusal, suspension, cancellation, or limited access to paid features.

5.4 Account responsibility

You are responsible for:

- a) all activities under your account, credentials, and sessions;
- b) maintaining confidentiality of your credentials;
- c) using strong passwords and enabling MFA/2FA where available;
- d) promptly notifying us of unauthorized access or security concerns.

5.5 Unauthorized access and account sharing

Account sharing, credential sharing, or transfer of accounts may be prohibited or limited by plan type, feature type, or policy. Business accounts may permit multi-user access only within the purchased plan and authorized configuration.

5.6 Verification and anti-fraud checks

We may require reasonable verification steps (including email verification, payment verification, access challenge, or ownership confirmation) to protect the Service, prevent fraud, and comply with legal obligations.

6. Service plans, subscriptions, add-ons, and credits

6.1 Service structure

The Service may be offered through free, subscription, one-time purchase, credit-based, add-on, enterprise, white-label, or mixed models.

6.2 Plan descriptions and limits

Plan names, included features, quotas, and limits are described on the applicable pricing/order page and/or Billing / Subscription / Credits Policy. Limits may include usage caps for AI generations, reports, exports, PDFs, seats, storage, shared links, or other resources.

6.3 Credits and quotas

The Service may use credit units, quota counters, allowances, tokens, activations, or similar

consumption mechanisms (“Credits”). Credits may be included in plans, purchased separately, granted via add-ons or promotions, or allocated to business tenants.

6.4 Credits are contractual usage rights, not property

Unless expressly required by law, Credits are contractual usage entitlements within the Service and:

- a) have no cash value;
- b) are not legal tender or stored value;
- c) are not transferable, tradable, or resellable except through expressly authorized Service functions (if any);
- d) may be limited by plan status, active subscription status, and applicable policy terms.

6.5 Plan and feature eligibility

Certain features may require:

- a) an active paid subscription;
- b) a minimum plan tier;
- c) a specific add-on;
- d) available Credits;
- e) compliance checks or feature-specific activation.

6.6 Active and Paid requirement

Access to some paid features, premium functions, included allowances, or continued benefit of certain Credits may require the account (or tenant) to be in an “Active and Paid” state, as defined in the Billing / Subscription / Credits Policy and/or plan terms.

6.7 Extra credits and inactivity consequences

Where permitted by applicable law and clearly disclosed at purchase, certain extra purchased Credits may be subject to forfeiture, suspension, expiration, or inaccessibility if the account/tenant is no longer Active and Paid. This is intended to prevent misuse and preserve the pricing model. Any such rule applies only if stated in the applicable pricing, checkout flow, and/or Billing / Subscription / Credits Policy.

6.8 Promotions and gift features

Promotional credits, referral benefits, gift features, or time-limited benefits may be subject to separate terms and may be revoked or adjusted in case of abuse, fraud, error, or violation of these Terms or the AUP.

7. Billing, payments, renewals, and taxes

7.1 Payment providers

Payments may be processed by third-party payment providers (e.g., Stripe). Your use of payment functionality may also be subject to the terms and policies of the payment provider.

7.2 Authorization to charge

By purchasing a subscription or paid feature, you authorize us and/or our payment provider to

charge the applicable fees, taxes, and recurring charges (if any) using the payment method you provide.

7.3 Subscription renewals

Unless otherwise stated at purchase or required by applicable law, subscriptions renew automatically at the end of each billing cycle until canceled.

7.4 Billing cycle and pricing

Billing frequency (monthly, annual, etc.), pricing, included features, and limits are those shown at the time of purchase, subject to later changes under Section 27 (Changes to Service and Terms).

7.5 Failed payments, retry logic, and grace period

If a payment fails, we and/or our payment provider may retry the charge and may apply a grace period, soft lock, feature restriction, or temporary suspension according to the Billing / Subscription / Credits Policy and applicable law. We may preserve account data during a grace period but are not required to maintain full access or functionality while payment remains unresolved.

7.6 Taxes

Fees may be stated exclusive or inclusive of taxes depending on the checkout context and applicable law. You are responsible for applicable taxes, duties, levies, or similar charges except taxes on our net income. We may collect and remit taxes where required.

7.7 Price changes

We may change prices, plan structures, features, limits, or packaging in accordance with Section 27. Price changes generally apply prospectively and not retroactively to already-paid billing periods, unless required by law, due to tax changes, or necessary for fraud, security, legal compliance, or technical reasons.

7.8 Disputes and chargebacks

You agree to contact us in good faith before initiating a payment dispute or chargeback when a support or billing resolution is reasonably possible. We may contest fraudulent or abusive chargebacks using logs, billing records, access records, and technical evidence.

8. Beta features, and pre-release features

8.1 Promotional Offers

We may offer promotional discounts, bonus credits, bundled benefits, or other limited-time offers. The applicable terms (including duration, eligibility, feature limits, billing conditions, and any restrictions) will be described at checkout, on the relevant offer page, or in the applicable campaign terms. Promotional Offers do not create vested rights and may be modified, suspended, or withdrawn to the maximum extent permitted by applicable law, subject to any mandatory rights.

8.2 Beta / experimental features

We may label features as beta, preview, experimental, early access, or similar. Such features may be modified, suspended, or discontinued at any time and may have limited support, incomplete functionality, or higher error rates.

8.3 No reliance on beta continuity

You should not rely on the continued availability or production stability of beta/experimental features.

9. Refunds, cancellation, and consumer withdrawal rights

9.1 Refund Policy

Refund rules are governed by the Refund Policy, these Terms, and mandatory applicable law. If there is a conflict, mandatory law prevails.

9.2 Digital services and immediate performance

Where legally relevant (including certain jurisdictions such as the EEA), if you request immediate access to digital content/services or immediate activation of paid features, you may be asked at checkout to:

- a) expressly request commencement of performance before the withdrawal period ends; and
- b) acknowledge that your withdrawal/cancellation rights may be reduced, lost, or modified once performance begins, to the extent permitted by applicable law.

9.3 Operational activation events

For refund and withdrawal analysis, “performance” may include account activation, subscription activation, paid feature unlock, AI generation usage, report generation, export/PDF generation, or other measurable delivery events, as further described in the Refund Policy and checkout disclosures.

9.4 Cancellations

You may cancel recurring subscriptions through the account billing area (if available) or applicable support channel. Unless otherwise stated, cancellation stops future renewals and does not retroactively cancel already-started billing periods, subject to applicable law and the Refund Policy.

9.5 No waiver of mandatory rights

Nothing in these Terms limits mandatory consumer rights, including non-waivable statutory rights where applicable.

10. Acceptable use and prohibited conduct

10.1 AUP incorporated and binding

Your use of the Service is subject to the Acceptable Use Policy (AUP), which is incorporated into these Terms.

10.2 Examples of prohibited conduct

Without limiting the AUP, you may not:

- a) use the Service for unlawful activity, fraud, impersonation, or deception;
- b) scrape, crawl, systematically extract, or harvest data or outputs without authorization;
- c) reverse engineer, probe, fuzz, attack, or bypass security/rate-limit/paywall protections;
- d) use the Service or outputs to train AI models, create datasets, or benchmark competitors in prohibited ways;
- e) bypass plan, credit, quota, or feature limits;
- f) share access or links in unauthorized ways;
- g) use outputs for prohibited high-impact automated decision-making;
- h) upload prohibited or unlawful content;
- i) misuse white-label functionality to conceal material limitations or make deceptive claims.

10.3 Enforcement

Violations may result in warnings, throttling, feature restrictions, suspension, termination, loss of access, revocation of shared links, credit cancellation, or other protective actions as described in the AUP and these Terms.

11. Data entered by users and third-party data responsibility

11.1 Your responsibility for submitted data

You are solely responsible for the legality, accuracy, quality, and appropriateness of data and content you submit or process through the Service, including data about third parties.

11.2 Third-party data

If you submit data relating to another person (e.g., client, family member, partner, collaborator, employee, or other third party), you represent and warrant that you have all necessary rights, permissions, consents, legal bases, notices, and authority required by applicable law.

11.3 No unlawful surveillance or invasive use

You may not use the Service to unlawfully monitor, profile, manipulate, or process third-party personal data in violation of law or rights.

11.4 Sensitive and restricted data

Unless expressly supported and lawfully justified, do not submit special-category personal data, criminal data, government-issued ID numbers, secrets, credentials, full payment card data, or highly sensitive records. The AUP and Privacy Policy contain additional restrictions and guidance.

12. User content, generated outputs, and limited rights granted to DashaMap

12.1 Your content

As between you and DashaMap, and subject to applicable law, you retain rights you may have in the content and data you submit to the Service (“User Content”).

12.2 Rights you grant to DashaMap

You grant DashaMap a worldwide, non-exclusive, royalty-free license, during the term of your

use and to the extent necessary to operate the Service, to host, process, reproduce, adapt, format, transmit, store, and display User Content solely for the following purposes:

- a) providing, maintaining, and securing the Service;
- b) generating requested outputs and features;
- c) preventing abuse/fraud and enforcing the Terms/AUP;
- d) complying with legal obligations;
- e) troubleshooting, support, and incident response;
- f) improving service reliability and operations in aggregate or de-identified form, in a manner not inconsistent with the Privacy Policy, AI Notice, and applicable law.

12.3 No general right to exploit user content commercially

Except as expressly permitted by these Terms, the Privacy Policy, or your separate written consent, we do not claim ownership of your User Content and do not use your User Content for unrelated commercial exploitation.

12.4 Generated outputs

Subject to your compliance with these Terms and payment of applicable fees, you may use outputs generated for your account in accordance with your plan, the AUP, these Terms, and any feature-specific limitations. This does not transfer ownership of the Service, models, prompts, pipelines, or underlying platform IP.

12.5 Business/white-label flow-down obligations

If you share outputs with clients or end users (including under white-label features), you are responsible for lawful downstream use and for imposing compatible terms/disclaimers where required.

13. Feedback

If you provide suggestions, feedback, ideas, bug reports, or recommendations regarding the Service (“Feedback”), you grant DashaMap a worldwide, perpetual, irrevocable, non-exclusive, royalty-free right to use, reproduce, modify, and incorporate that Feedback into the Service and related products/services, without compensation to you, provided we do not use Feedback in a manner that conflicts with applicable privacy law regarding personal data contained in the Feedback.

14. DashaMap intellectual property and service license

14.1 Ownership of Service

The Service, including software, source/object code, interfaces, workflows, visual design, templates, prompts, orchestration logic, databases (excluding your data), documentation, branding, and related materials, is owned by DashaMap and/or its licensors and is protected by intellectual property and other laws.

14.2 Limited license to use the Service

Subject to these Terms and payment of applicable fees, DashaMap grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service

during the applicable subscription/usage period solely for your internal lawful purposes (or for authorized client-facing use if expressly permitted by your plan/feature).

14.3 Restrictions

You may not, and may not permit others to:

- a) copy, reproduce, distribute, publicly display, or create derivative works of the Service except as expressly permitted;
- b) reverse engineer, decompile, disassemble, or attempt to derive source code, models, prompts, or pipelines;
- c) scrape, harvest, or systematically extract Service content or outputs;
- d) remove notices, watermarks, legends, or technical protections;
- e) resell, rent, lease, sublicense, or provide the Service as a service bureau without written authorization;
- f) use the Service to build a competing product or to benchmark/compare the Service in a prohibited manner.

15. AI-assisted features, provider variability, and operational transparency

15.1 AI-assisted functionality

Certain features may use AI/LLM systems to generate, summarize, reformulate, or explain content. AI-assisted outputs may vary by model, provider, routing, prompt context, and safety controls.

15.2 No fixed model/provider guarantee

We may use one or multiple AI providers, gateways, or routing systems and may change providers, models, or routing logic for quality, continuity, cost, compliance, abuse prevention, or security reasons.

15.3 AI limitations

AI outputs may contain errors, omissions, inconsistencies, hallucinations, or non-deterministic variations. You are responsible for reviewing outputs before relying on or sharing them.

15.4 No generalized training objective

Our service objective is not to use your data as generalized third-party model training data. However, provider-specific retention and “no training” capabilities may vary by provider and configuration, as described in the AI Notice and Privacy Policy.

15.5 AI Notice

The AI Transparency & Compliance Notice provides additional information on AI use, limitations, governance, and roles. It is informative and complementary; contractual enforcement and remedies remain governed by these Terms and the AUP.

16. Professional disclaimer and no fiduciary / no agency relationship

16.1 No professional advice

The Service and outputs do not constitute medical, psychological, psychiatric, therapeutic, legal, financial, tax, investment, compliance, employment, or other regulated professional advice.

16.2 Independent judgment required

You remain solely responsible for your choices, actions, and decisions, and for obtaining qualified professional advice where appropriate.

16.3 No fiduciary duty / no agency

No provision of these Terms creates a fiduciary duty, agency, partnership, joint venture, employment, or representative relationship between you and DashaMap. You may not bind DashaMap toward third parties.

17. Privacy, data processing, and DPA (business customers)

17.1 Privacy Policy applies

Our processing of personal data as Controller is described in the Privacy Policy.

17.2 DPA for business/enterprise relationships

If and to the extent we process personal data on your behalf as a Processor (or sub-processor), the DPA applies and forms part of the contractual framework.

17.3 Customer compliance responsibility

You are responsible for lawfulness of data collection, legal basis, notices, consents (if required), and instructions you provide to us through your use and configuration of the Service.

17.4 Security and anti-abuse processing

We may process logs, technical metadata, access signals, usage patterns, and security indicators to protect the Service, enforce the Terms and AUP, and prevent abuse/fraud, as described in the Privacy Policy and AUP.

18. Shared links, magic links, exports, and white-label tools

18.1 Shared links and export features

The Service may provide downloadable exports, PDFs, expiring links, magic links, client links, watermarks, or white-label/client portal features.

18.2 Your responsibility

You are responsible for:

- a) using shared/export features lawfully and in accordance with your plan;
- b) ensuring recipients are authorized;
- c) protecting confidential and personal data in shared materials;
- d) complying with downstream legal obligations and disclosures.

18.3 DashaMap protections

We may apply watermarks, expirations, access controls, revocation, usage limits, and anti-

abuse protections to shared/export features. Attempts to bypass or remove such protections violate these Terms and the AUP.

19. Security, service integrity, and anti-abuse measures

19.1 Security measures

We implement commercially reasonable technical and organizational measures to protect the Service and user data, but no system is entirely secure.

19.2 Protective controls

We may apply rate limiting, anti-bot measures, fraud detection, abuse filtering, IP/device/network signals, and other protective controls to maintain service integrity and legal compliance.

19.3 Emergency protective actions

We may take immediate protective actions (including throttling, temporary restrictions, suspension of features, or access challenges) where reasonably necessary to contain threats, abuse, fraud, or security incidents. We will provide notice where reasonably possible and legally permitted.

20. Third-party services, integrations, and links

20.1 Third-party providers

The Service may rely on third-party providers (including hosting, auth/database, payments, email, monitoring, AI/LLM providers, and infrastructure services). Their availability, performance, and policies may affect parts of the Service.

20.2 Third-party terms

Use of certain features may be subject to third-party terms (e.g., payment providers) in addition to these Terms.

20.3 External links and content

The Service may contain links to third-party sites/services. We are not responsible for third-party content, practices, or services unless required by law.

21. Availability, maintenance, and support

21.1 No guaranteed uninterrupted service

Unless expressly agreed in writing in an enterprise SLA, the Service is provided on an “AS IS” and “AS AVAILABLE” basis, and we do not guarantee uninterrupted availability, error-free operation, or universal compatibility.

21.2 Maintenance and updates

We may perform maintenance, updates, patches, migrations, security hardening, or changes that temporarily affect availability or functionality.

21.3 Support scope

Support availability, channels, response times, and scope may vary by plan, feature, and

support policy. Unless expressly agreed in writing, no specific response or resolution time is guaranteed.

22. Service modifications and discontinuation of features

22.1 Right to modify

We may modify, add, remove, suspend, or discontinue features, workflows, integrations, plan packaging, AI providers/models, limits, or user interface elements for technical, legal, security, compliance, operational, or business reasons.

22.2 Material adverse changes to paid features

For material adverse changes to paid core features of an active subscription (other than changes required by law, security, fraud prevention, third-party provider failure, or force majeure), we will use commercially reasonable efforts to provide advance notice through the website, dashboard, email, or other reasonable channel.

22.3 Prospectivity and customer options

Where legally required or reasonably appropriate, material changes will apply prospectively, and you may cancel before the next renewal if you do not accept the updated offering, subject to the Refund Policy and applicable law.

22.4 Discontinuation of entire Service

We may discontinue the Service in whole for business, legal, or technical reasons. In such case, we will use commercially reasonable efforts to provide notice and a reasonable transition/retrieval opportunity for active paying customers, subject to law, security, and operational constraints.

23. Suspension and termination

23.1 Suspension by DashaMap

We may suspend or restrict access to all or part of the Service immediately or later, with or without prior notice (depending on urgency and law), if we reasonably believe:

- a) you violated these Terms, the AUP, or other incorporated policies;
- b) your use creates security, fraud, abuse, or legal risk;
- c) payment is overdue or chargebacks/disputes indicate fraud/abuse;
- d) your account is compromised or requires verification;
- e) suspension is necessary to protect the Service, users, providers, or compliance obligations.

23.2 Termination by DashaMap

We may terminate your access or the Agreement (or the affected portion) if:

- a) violations are material, repeated, fraudulent, or not cured after notice where cure is appropriate;
- b) suspension persists without resolution;
- c) required by law, court order, or compliance obligations;
- d) continued service is no longer commercially or technically feasible.

23.3 Termination by you

You may stop using the Service and may terminate your subscription/account according to the cancellation mechanisms in the Service or support channels, subject to Section 9 and applicable law.

23.4 Effect of suspension/termination on access and features

Upon suspension or termination, we may disable access to accounts, features, reports, exports, shared links, magic links, integrations, or tenant functionality to the extent appropriate and lawful.

23.5 Effect on Credits and payments

Suspension/termination due to violation, abuse, fraud, or circumvention may result in cancellation or inaccessibility of Credits, benefits, or entitlements to the extent permitted by law and applicable policy. This does not waive your mandatory rights, if any.

23.6 Retrieval and deletion

Data retrieval and deletion after termination are governed by the Privacy Policy, DPA (where applicable), and any published retention/deletion terms. We may preserve certain records for legal compliance, fraud prevention, disputes, security investigations, and contractual recordkeeping.

24. Representations and warranties by you

You represent and warrant that:

- a) you have legal capacity and authority to enter into these Terms;
- b) your use of the Service complies with applicable law and sanctions/export restrictions;
- c) you will not use the Service for prohibited purposes;
- d) you have rights/legal basis for any third-party data you submit;
- e) your submissions and use do not infringe third-party rights;
- f) information provided for billing/compliance is accurate and not misleading.

25. Disclaimers of warranties

25.1 AS IS / AS AVAILABLE

To the maximum extent permitted by applicable law, the Service is provided “AS IS” and “AS AVAILABLE,” without warranties of any kind, whether express, implied, statutory, or otherwise.

25.2 No implied warranties

To the maximum extent permitted by law, DashaMap disclaims all implied warranties, including merchantability, fitness for a particular purpose, title, non-infringement, and warranties arising from course of dealing or usage of trade.

25.3 No outcome guarantee

We do not warrant that the Service or outputs will:

- a) meet all your expectations or business goals;
- b) be uninterrupted, error-free, or secure at all times;

- c) produce any guaranteed result, prediction, or outcome;
- d) be suitable for regulated or high-impact decisions.

25.4 Provider and infrastructure dependencies

Availability and performance may depend on third-party providers, internet connectivity, payment processors, AI/LLM providers, and infrastructure services outside our direct control.

26. Limitation of liability

26.1 Scope

To the maximum extent permitted by applicable law, this Section applies to all claims arising out of or related to the Service, these Terms, the AUP, Privacy Policy, AI Notice, Refund Policy, DPA (except where the DPA explicitly requires otherwise or applicable law prohibits), and any related interactions.

26.2 Excluded damages

To the maximum extent permitted by law, DashaMap and its affiliates, officers, directors, employees, contractors, licensors, and suppliers shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, revenue, goodwill, reputation, opportunity, business interruption, loss or corruption of data, or cost of substitute services, even if advised of the possibility of such damages.

26.3 Liability cap (paid users)

To the maximum extent permitted by law, DashaMap's aggregate liability for all claims arising out of or related to the Service and these Terms shall not exceed the total amounts actually paid by you to DashaMap for the specific Service portion giving rise to the claim during the twelve (12) months immediately preceding the event first giving rise to the claim.

26.4 Liability cap (free users)

For users who have paid no fees to DashaMap for the relevant Service portion, DashaMap's aggregate liability shall not exceed USD 100, to the extent permitted by applicable law.

26.5 Fair interpretation

The parties agree that the fees charged reflect the allocation of risk in these Terms and that this limitation of liability is a fundamental basis of the bargain.

26.6 Non-excludable matters

Nothing in these Terms excludes or limits liability to the extent such exclusion or limitation is prohibited by applicable law, including for mandatory consumer rights or non-excludable statutory liabilities.

27. Indemnification

27.1 Your indemnity obligation

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless DashaMap, its affiliates, officers, directors, employees, contractors, licensors, and suppliers from and against claims, liabilities, damages, losses, costs, and expenses (including

reasonable legal fees) arising out of or related to:

- a) your breach of these Terms, the AUP, or incorporated policies;
- b) your unlawful use of the Service;
- c) your User Content or submitted data;
- d) your infringement of intellectual property, privacy, or other rights of a third party;
- e) your lack of legal basis/authorization for third-party data submitted to the Service;
- f) your downstream misuse of outputs or white-label/client portal use.

27.2 Conditions

DashaMap will provide reasonable notice of indemnified claims (where practicable) and reasonable cooperation at your expense. DashaMap may participate in the defense with counsel of its choice at its own expense, or at your expense where a conflict of interest or special circumstances reasonably require separate counsel.

28. Force majeure

DashaMap is not liable for delay, interruption, or failure to perform to the extent caused by events beyond our reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, government action, sanctions, internet or telecommunications failures, cyberattacks, widespread infrastructure outages, failures of third-party providers, or other force majeure events. We will use commercially reasonable efforts to mitigate and resume service where feasible.

29. Compliance with laws, sanctions, and export controls

29.1 User compliance

You may not use the Service in violation of applicable sanctions, export controls, embargoes, or trade restrictions.

29.2 Screening and restrictions

We may apply reasonable screening, geoblocking, anti-fraud checks, and compliance-related restrictions and may deny or limit access where required or reasonably necessary for legal or compliance reasons.

29.3 Evasion prohibited

Use of VPNs, proxies, TOR, or similar tools to evade compliance restrictions may violate these Terms and the AUP.

30. Changes to these Terms and incorporated policies

30.1 Right to update

We may update these Terms and incorporated policies for legal, regulatory, technical, security, anti-abuse, operational, business, or product reasons.

30.2 Material changes

For material changes that adversely affect your rights or obligations, we will use commercially reasonable efforts to provide advance notice via website, dashboard, email, or other

reasonable communication channel, unless immediate changes are necessary for security, fraud prevention, legal compliance, or emergency operational reasons.

30.3 Effective date and acceptance

Updated Terms become effective on the date stated in the updated version. Continued use of the Service after the effective date constitutes acceptance, except where applicable law requires a different mechanism.

30.4 Customer option for prospective non-acceptance

If you do not agree to a material updated version, you must stop using the Service and cancel before the next renewal/effective date as applicable. Nothing in this Section limits any mandatory rights under applicable law.

31. Electronic communications and legal notices

31.1 Electronic communications consent

By using the Service, you agree to receive electronic communications from us, including transactional, legal, policy, security, support, and service-related notices.

31.2 Legal notice channels from us

We may provide legal or policy notices via:

- a) email to the address associated with your account;
- b) dashboard/account notices;
- c) website posting;
- d) checkout or billing portal notices;
- e) other reasonable electronic channels.

31.3 Notices from you to DashaMap

Unless a specific policy states another channel, legal notices to DashaMap under these Terms should be sent to:

info@globalmountain.group

Subject line: "Legal Notice – DashaMap ToS"

We may request additional verification and/or require delivery to another designated contact for enterprise accounts or formal disputes.

31.4 Deemed receipt

Electronic notices are deemed received when sent or posted, unless mandatory law requires otherwise or there is clear evidence of delivery failure.

32. Dispute resolution, governing law, and forum

32.1 Informal resolution first

Before initiating formal proceedings (except urgent injunctive or regulatory relief), the parties agree to attempt good-faith informal resolution by written notice describing the issue, relevant account/order details, and requested resolution.

32.2 Governing law

These Terms are governed by the laws of the State of Wyoming, U.S.A., without regard to conflict-of-law rules, except to the extent mandatory law in your jurisdiction requires otherwise.

32.3 Forum

Subject to applicable mandatory law and Section 32.4, the state or federal courts located in Wyoming shall have exclusive jurisdiction over disputes arising out of or relating to these Terms or the Service, and each party consents to personal jurisdiction and venue there.

32.4 Consumer and mandatory rights carve-out

If you are a consumer and mandatory law in your jurisdiction grants you the right to bring claims in your home jurisdiction, benefit from mandatory consumer protections, or rely on non-waivable provisions, those rights remain unaffected.

32.5 Injunctive relief

Nothing in these Terms prevents either party from seeking injunctive or equitable relief where reasonably necessary to protect intellectual property, confidential information, security, or Service integrity.

33. Assignment, subcontracting, and transfer of agreement

33.1 Assignment by DashaMap

We may assign or transfer these Terms and/or our rights and obligations (in whole or part) to an affiliate or in connection with a merger, acquisition, reorganization, asset sale, financing, or operation transfer, provided this does not reduce your mandatory legal protections.

33.2 Assignment by you

You may not assign, transfer, delegate, or sublicense your rights or obligations under these Terms without our prior written consent, except where mandatory law provides otherwise.

33.3 Subcontractors

We may use subcontractors and service providers to perform portions of the Service, subject to applicable law and (where relevant) the DPA.

34. Confidentiality (limited bilateral clause)

34.1 Confidential Information

In connection with support, enterprise discussions, or compliance interactions, either party may disclose non-public information marked or reasonably understood as confidential (“Confidential Information”).

34.2 Use and protection

The receiving party will use Confidential Information only for purposes related to the Service relationship and will protect it with reasonable care (at least the same care used for its own similar information).

34.3 Exclusions

Confidential Information does not include information that:

- a) is or becomes public without breach;
- b) was already lawfully known;
- c) is independently developed without use of the disclosing party's information;
- d) is lawfully obtained from a third party without restriction.

34.4 Required disclosure

A party may disclose Confidential Information if required by law or valid legal process, provided it gives notice where legally permitted.

35. Entire agreement

35.1 Entire agreement

These Terms, together with the incorporated documents and any applicable Order Form or written amendment, constitute the entire agreement between you and DashaMap regarding the Service and supersede prior or contemporaneous understandings, communications, proposals, statements, or representations relating to the same subject matter.

35.2 Marketing and support statements

General marketing materials, sales discussions, support messages, examples, and demos are for informational purposes and do not create binding obligations unless expressly incorporated into an Order Form or written amendment signed/accepted by authorized representatives.

36. Severability, no waiver, and interpretation

36.1 Severability

If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions remain in full force and effect, and the invalid provision shall be enforced to the maximum extent permitted by law in a manner that most closely reflects its intended purpose.

36.2 No waiver

Failure or delay by DashaMap to enforce any right or provision does not constitute a waiver of that right or provision.

36.3 No interpretation against drafter

To the extent permitted by law, these Terms shall not be construed against either party solely because that party drafted or proposed the provision.

36.4 Headings

Headings are for convenience only and do not affect interpretation.

37. Language; controlling version

37.1 Controlling version

The English version of these Terms is the controlling and legally binding version, unless a

different controlling version is expressly designated in a signed written agreement with DashaMap.

37.2 Courtesy translations

Any translation (including Italian or any other language) is provided for convenience/courtesy only. In the event of conflict, inconsistency, or ambiguity, the English controlling version prevails, subject to mandatory applicable law.

38. Contact information

Questions, support, legal notices, and policy inquiries may be directed to:

GLOBAL MOUNTAIN GROUP LLC

Email: info@globalmountain.group

Website: www.globalmountain.group

Address: 30 N Gould St #47047, Sheridan, Wyoming 82801-6317, U.S.A.

END OF TERMS OF SERVICE
