## MiniPa Terms of Service

Effective Date: November 13, 2025 Last updated: November 13, 2025

### Acceptance of Terms:

- By creating an account or using MiniPa ("the Service"), you agree to these Terms of Service ("Terms").
- If you do not agree, do not use the Service.

### Eligibility:

• You must be at least 13 years old (or 16 where applicable law requires) to use MiniPa.

#### Your Account:

- You are responsible for:
  - o Providing accurate account information.
  - Maintaining the security of login credentials.
  - All activity occurring under your account.
- We may suspend or terminate your account for violations of these Terms.

#### Your Content:

- You retain ownership of all content you create or upload ("User Content"). To operate MiniPa, you grant us a worldwide, non-exclusive license to store, display, and process your User Content as needed to provide the Service.
- You represent that:
  - You own or have rights to the content you upload.
  - Your content does not violate any laws or third-party rights.

#### **Prohibited Conduct:**

- You may not:
  - Use MiniPa for unlawful purposes.
  - Upload harmful, abusive, hateful, or illegal content.
  - o Interfere with or disrupt the Service.
  - Attempt to reverse engineer or scrape MiniPa.
  - Misuse reporting, verification, or security systems.

### Service Changes and Availability:

 We may modify, suspend, or discontinue the Service at any time. We are not liable for downtime, data loss, or feature changes.

#### Termination:

• You may delete your account at any time through the in-app deletion feature. We may suspend or terminate accounts that violate these Terms or for security reasons.

#### Privacy:

 MiniPa's collection and use of personal data is described in our Privacy Policy at https://minipa.app/privacy.

### Intellectual Property:

 MiniPa and its associated branding, code, and features are owned by MiniPa, Inc. You may not copy, distribute, or create derivative works without permission.

#### Disclaimers:

• The Service is provided "as is" without warranties of any kind, express or implied. We do not guarantee uninterrupted or error-free operation.

### Limitation of Liability:

- To the maximum extent permitted by law, MiniPa is not liable for:
  - o Indirect, incidental, or consequential damages.
  - o Loss of data, profits, or goodwill.
  - Any damages arising from your use of or inability to use the Service.

## Governing Law:

• These Terms are governed by the laws of the jurisdiction in which MiniPa, Inc. is incorporated.

## **Arbitration Agreement:**

- You and MiniPa agree that any dispute, claim, or controversy arising out of or relating to these
  Terms or your use of the Service will be resolved exclusively through final and binding
  arbitration, rather than in court.
- The arbitration will be conducted by the American Arbitration Association ("AAA") under its
  Consumer Arbitration Rules. The arbitration may be conducted remotely unless both parties
  agree otherwise. The arbitrator has exclusive authority to resolve all disputes related to the
  interpretation, applicability, or enforceability of this arbitration agreement.

#### Class Action Waiver:

You and MiniPa agree that all claims must be brought in an individual capacity, and not as a
plaintiff or class member in any purported class or representative proceeding. The arbitrator
may not consolidate claims or preside over any form of representative or class proceeding.

# Opt-Out

 You may opt out of this arbitration agreement by sending a written notice to admin@minipa.app within 30 days of creating your MiniPa account. If you opt out, MiniPa will not require arbitration for any disputes.

#### Changes to Terms:

• We may update these Terms from time to time. Continued use of the Service constitutes acceptance of the revised Terms.

### Exceptions:

- Either party may bring an individual claim in small claims court. Nothing in this clause prevents MiniPa from seeking injunctive or equitable relief in court to protect its intellectual property or security interests.
- This version limits lawsuits even further and broadens IP-protection rights.

### Arbitration and Dispute Resolution:

 Any dispute arising out of or relating to the Service, these Terms, or any associated agreements will be settled exclusively by binding arbitration administered by AAA under its Consumer Arbitration Rules. • The arbitration will be conducted by a single arbitrator selected according to those rules. The arbitrator's decision will be final and enforceable in any court of competent jurisdiction.

## Class Action, Jury Trial, and Collective Proceeding Waiver:

- To the fullest extent permitted by law:
  - You waive the right to a jury trial.
  - You waive the right to participate in any class, collective, or representative action.
- Disputes must be brought solely on an individual basis.

## Intellectual Property Carve-Out:

• MiniPa may pursue injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property, platform integrity, or security infrastructure.

### Fees:

• If the arbitrator finds that your claim is frivolous or brought in bad faith, MiniPa may recover its reasonable attorneys' fees and costs.

### Contact:

If you have questions or requests, you can contact us at:

MiniPa, Inc.

3143 Old Tunnel Road, Lafayette, CA 94549

Email: <a href="mailto:admin@minipa.app">admin@minipa.app</a>
Data Controller: MiniPa, Inc