

Terms and Conditions of Deep-Image.AI Service

§ 1. Terms and conditions

These terms and conditions ("Terms", "Agreement") are a set of binding rules between Deep-Image.AI Sp. z o.o. ("Application Developer", "us", "we" or "our") and you ("User", "you" or "your"), which sets forth the general terms and conditions of your use of the Deep-Image Application and any of its products or services (collectively, "Application" or "Services", "Deep-Image.AI"). Accepting Terms is mandatory as a condition to use Deep-Image Application.

§ 2. Accounts and membership

If you create an account (or use your email address) in the Deep-Image.AI application ("Application"), you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts (email addresses) before you may sign in and use our Services. Providing false contact information of any kind may result in the termination of your account (email address). You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (email address) if we determine that you have violated any provision of this Terms and Conditions or that your conduct or content would tend to damage our reputation or goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration. By creating a company account (with corporate email address indicating user's company details) (does not apply to sole proprietorships) you grant us the right to publicly inform (for marketing purposes) of the fact that your company has used the Application. We do not guarantee that the results of the Application will be (a) unmistakable, (b) in accordance with your expectations. Despite our ongoing efforts and work to improve the Application, we do not guarantee 24/7 access to the Application.

§ 3. Backups

We are not responsible for Content residing in the Deep-Image.AI Application. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

§ 4. Links to other applications

Although this Application may link to other applications, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked application, unless

specifically stated herein. Some of the links in the Application may be "affiliate links". This means if you click on the link and upload an item, the Application Developer will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their applications. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any application. Your linking to any other off-site applications is at your own risk.

§ 5. Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Application or its Content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any regulations, rules, laws, or local ordinances;
- (d) to carry out illegal or fraudulent activity;
- (e) harm public order and good morals;
- (f) to infringe upon or violate any of our rights or rights of third parties, in particular our intellectual property rights or the intellectual property rights of others;
- (g) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (h) to submit false or misleading information;
- (i) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related application;
- (j) to collect or track the personal information of others;
- (k) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (l) for any obscene or immoral purpose; or
- (l) to interfere with or circumvent the security features of the Service or any related application.

We reserve the right to terminate your use of the Service or any related application for violating any of the prohibited uses.

§ 6. User content

You retain ownership of all information and content (including text, images, video, audio, and other material) that you upload, publish, transmit, link to, or otherwise make available through the Application ("User Content"). You are solely responsible for User Content that you upload, publish, transmit, link to, or otherwise make available through the Application. If you are posting User Content belonging to or generated by or on behalf of a third party, you warrant that you are authorized to act on behalf of that third party and to bind them to these Terms. You acknowledge

that any User Content (private photos, copyrighted texts etc.) can be used by the Application, which can make changes to this Content.

§ 7. Intellectual property rights

This Agreement does not transfer to you any intellectual property owned by Deep-Image.AI Sp. z o.o. or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Application Developer. All trademarks, service marks, graphics, and logos used in connection with our Application or Services, are trademarks or registered trademarks of Application Developer or Application Developer licensors. Other trademarks, service marks, graphics, and logos used in connection with our Application or Services may be the trademarks of other third-parties. Your use of our Application and Services grants you no right or license to reproduce or otherwise use any Application Developer or third-party trademarks. The User ensures that he is entitled to use the images sent to the Application and that its modification by the Application Developer does not violate anyone's copyrights. The user assumes all liability for any eventual infringement of third-party copyrights that arose through the use of the application.

§ 8. Limitation of liability

To the fullest extent permitted by applicable law, in no event will Application Developer, its affiliates, officers, directors, employees, agents, suppliers, or licensors be liable to User for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Application Developer has been advised as to the possibility of such damages or could have foreseen such damages.

§ 9. Indemnification

You agree to indemnify and hold Application Developer and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages, or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Application or Services or any willful misconduct on your part.

§ 10. Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid, or unenforceable. If any provision or part of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject

matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

§ 11. Dispute resolution

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Poland. Any action seeking legal or equitable relief arising out of or relating to these Terms and Conditions will be resolved by the competent court in Szczecin, Poland.

§ 12. Changes and amendments

We reserve the right to modify this Terms and Conditions or its policies relating to the Application or Services at any time, effective upon posting of an updated version of this Agreement in the Application. When we do, we will revise the updated date at the bottom of this page. Continued use of the Application after any such changes shall constitute your consent to such changes.

§ 13. Acceptance of these terms

You acknowledge that you have read these Terms & Conditions and agree on it's provisions. By using the Deep-Image.AI or its Services you agree to be bound by these Terms & Conditions. If you do not agree to abide by the Terms & Conditions, you are not authorized to use or access the Application and its Services.

§ 14. Payments

We offer various payment methods and pricing options. Detailed information about payments and the price list can be found on the Application's website at: <https://deep-image.ai/plans>. Regardless of the selected access option, payments for the purchased access and subscription period are made in advance. The User may cancel the subscription at any time during its duration, with effect at the end of the billing month.

§ 15. Refunds

Payments for access to the Application and for subscription period are non-refundable. In justified cases, if the Application will not work properly, after considering the justified request, we will provide you with additional/lost credits or extend the subscription period for a period corresponding to the period in which the Application did not work properly.

Contacting us

If you have any questions about this Terms & Conditions or any complaints regarding the services please contact us – support@deep-image.ai

This document was last updated on February 24, 2021