

## TERMS OF USE

### 1. INTRODUCTION

- 1.1 These Terms of Use (“**Terms**”) are a legally binding agreement between DataSentics, a.s., with its registered office at Washingtonova 1599/17, Nové Město, 110 00 Praha 1, ID No. 05355541, a company incorporated under the Czech law and registered in the Czech Commercial Register maintained by the Municipal Court in Prague under File No. B 24293 (“**DataSentics**”, “**we**” or “**our**”) and you (“**Customer**”, “**you**” or “**your**”) regulating the use of Product Visuals AI – software for generating product / marketing images.

### 2. DEFINITIONS

- 2.1 Please familiarize yourself with the terms used in these Terms. In these Terms:

“**Agreement**” means the binding relationship between DataSentics and the Customer governing the rights and obligations of the Parties in relation to the use of the Service, as governed by these Terms or also by a separate agreement entered into between the Parties in an individual case and any other terms and conditions to which these Terms or a separate agreement may refer. If any provision in a separate agreement conflicts with a provision in these Terms, the provision in a separate agreement prevails.

“**Authorized User**” means each person authorized by Customer to use the Service.

“**Civil Code**” means the Czech Act No. 89/2012 Coll., the Civil Code, as amended.

“**Confidential Information**” means all information contained in the Agreement, respectively, information acquired or received by one Party from the other Party as a result of the conclusion of the Agreement or the fulfilment of obligations arising therefrom and in connection with negotiations for the conclusion of the Agreement.

“**Content**” means commands, code, text, data, articles, images, photographs, graphics, applications, designs, features, and other digital materials in connection with using the Service.

“**Customer Data**” means Customer Inputs and Outputs. For the avoidance of doubt, Customer Data does not include the Resultant Data or other information reflecting the access or use of the Service by or on behalf of the Customer.

“**Fees**” means the price Customer is obligated to pay DataSentics in connection with use of the Service.

“**Force Majeure**” means an extraordinary event or circumstance which neither Party could have foreseen or prevented prior to the conclusion of the Agreement by taking precautionary measures and which is beyond any control of the Party and was not caused intentionally or through negligence by either Party and which significantly impedes or makes impossible the fulfilment of obligations under this Agreement by either Party.

“**Input**” means the Content that is uploaded by Customer or on behalf of the Customer to be processed through the Service.

“**Intellectual Property**” means patents, patent applications, inventions, and discoveries (whether patentable or non-patentable), copyrights and copyrightable works, trademarks, trade names, domain name rights, know-how and other trade secret rights, rights in software, databases, artificial intelligence and AI algorithms, and all other intellectual property rights and similar forms of protection throughout the world.

“**Output**” means the Content generated by the Service based on Customer's Inputs.

“**Party**” means either DataSentics or the Customer while jointly are referred to as the “**Parties**”.

“**Resultant Data**” means data and information related to Customer's use of the Service that is aggregated and anonymized, including to compile statistical and performance information related to the provision and operation of the Service.

“**Service**” means the hosted Software platform Product Visuals AI designated for generating product / marketing images provided on a SaaS basis giving the Customer ability, for the

applicable Fee, to run the Software in DataSentics's website interface.

“**Software**” means all software and other copyrightable works provided by DataSentics including all related documentation and updates and upgrades to this software equipment, but with the exception of hardware, which is not included.

„**Third Party Offering**“ means any materials and information, in any form or medium, including any open-source software as offered by third parties and available through our Software, or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Service that are not proprietary to DataSentics.

„**Third Party Terms**“ means terms and conditions applicable to the use of the Third Party Offering.

- 2.2** All terms used in these Terms with initial capital letters have the same meaning for the entire content of the Agreement as set out in the relevant definition unless the context or meaning of the Agreement indicates otherwise.

### **3. USE RIGHTS AND OBLIGATIONS**

- 3.1** Use Rights. DataSentics hereby grants Customer a non-exclusive, non-transferable, revocable, non-sublicensable right to access and use the Service for business or personal use in accordance with these Terms.
- 3.2** Authorized Users. The use rights as defined in Article 3.1 of the Terms apply to the Authorized User(s). The Customer has exclusive control and responsibility for determining who is an Authorized User. Customer is responsible for the compliance of Authorized Users with these Terms and all applicable Third-Party Terms. Any breach of these Terms by an Authorized User shall be deemed as a breach by Customer.
- 3.3** Availability and Service development. DataSentics will endeavor to maximize the availability of the Service. DataSentics is entitled to restrict or completely discontinue the use of the Service due to planned server downtime for maintenance. DataSentics reserves the right, in its sole discretion, to make any changes to the Service that it deems necessary or useful to: (i) maintain or enhance; (ii) the quality or delivery of Service; (iii) the competitive strength of or market for the Services; or (iii) the Services' performance.
- 3.4** Customer Account. In order to use the Service, the Customer must create and register an account. The Customer shall provide accurate and complete information to DataSentics. The Customer is responsible for keeping all login credentials confidential and for any and all activities or actions that occur under the Customer's account. The Customer shall inform the Client without undue delay about any unauthorized use of its account.
- 3.5** Account management. Customer is authorized to manage its use of the Service through the Customer account, including granting access to individual Authorized Users.
- 3.6** Prohibited Use. Customer shall not:
- (a) use the Service for any illegal or unauthorized purpose;
  - (b) violate any of the Third Party Terms;
  - (c) share or disclose login credentials to the Service to anyone other than the Authorized User for who the login credentials were generated;
  - (d) rent, lease, sell, distribute, offer in a service bureau, sublicense, or otherwise make available the Service to any third party (except as permitted under these Terms);
  - (e) copy, replicate, decompile, reverse-engineer, attempt to derive the source code of, modify, or create derivative works of the Service, or any part thereof;
  - (f) upload, transmit or distribute any viruses, worms, or invalid data to the Service;
  - (g) use any form of data mining, extraction, or scraping on the Service and/or the contents available therein for any purpose (including but not limited to AI, machine learning, and data science purposes);

- (h) bypass the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service;
- (i) access to use the Service in any manner or for any purpose that infringes or otherwise violates any Intellectual Property rights or other right of any third party.

#### **4. CONTENT RIGHTS AND OBLIGATIONS**

- 4.1** Declaration of Inputs. Customer represents and warrants that owns all rights, title, and interest in and to the Inputs or that has otherwise secured all necessary rights in the Inputs as may be necessary to permit the access, use and distribution thereof as contemplated by these Terms.
- 4.2** Ownership of Customer Data. As between Customer and DataSentic, Customer owns and reserves all rights in and to the Customer Data. The Customer owns the Outputs at the moment of their generation within the Service. Customer grants DataSentic a royalty-free and sublicensable license to display, host, copy, store and use the Customer Data solely to the extent necessary to provide the Service to you and a royalty-free license to display, host, copy, store and use the Outputs for illustrative purpose within training and other educational or marketing activities provided by DataSentic.
- 4.3** Ownership of DataSentic. As between Customer and DataSentic, DataSentic owns and reserves all rights in and to (i) the Service and (ii) any Resultant Data.
- 4.4** Customer Data Requirements. Customer shall not use the Customer Data, directly or indirectly, in any manner that:
  - (a) is in breach with applicable law or third party's rights including Intellectual Property rights;
  - (b) promotes or creates a risk of physical or mental harm, emotional distress, death, disability, or disfigurement to yourself, any person, or animal;
  - (c) promotes or creates a risk of harm, loss, or damage to any property;
  - (d) seeks to harm or exploit children;
  - (e) is harassing, abusive, racially or ethnically offensive, defamatory, invasive of personal privacy or publicity rights, libelous, or threatening;
  - (f) discriminates, incites, or promotes discrimination against others based on race, religion, sex, sexual orientation, age, disability, ancestry, national origin, or any other basis;
  - (g) is sexually explicit or pornographic in nature or contains links to such material;
  - (h) involves the sale or promotion of illegal activities, products, or services;
  - (i) is fraudulent or promotes fraudulent activity;
  - (j) violates the rights of any individual or third party, including their Intellectual property and data privacy rights;
  - (k) contains any information or content that you do not have a right to make available under any law or due to confidentiality, contractual, or fiduciary duties;
  - (l) generates, promotes or furthers defamatory Content;
  - (m) generates, promotes or furthers distributing spam;
  - (n) threatens or undermines democratic processes or institutions;  
in a manner that fails to appropriately disclose to end users any known dangers of applicable AI system or misrepresent or mislead with respect to its abilities.
- 4.5** Responsibility for Customer Data. Customer has exclusive control and responsibility for what Customer Data is submitted on its behalf into the Service as Inputs. Customer is responsible for the legality of all Inputs.
- 4.6** Customer Data Backup. The Customer undertakes to back up all Customer Data. We recommend

that the Customer does so whenever an Output is generated.

- 4.7 Output use. Customer may use the Output for either business or personal use provided that the purpose of use is legal and Customer complies with these Terms and accepts that any such use is at Customer's own risk.
- 4.8 When using Output, we advise that you let viewers of your designs know that the content is AI-generated. However, the AI generated content labeling requirement is effective as of August 2026 under applicable law.
- 4.9 Use of Resultant Data. DataSentic and its licensors shall have the right to collect and analyze Customer Data and other information relating to the provision, use and performance of various aspects of the Service (in whole or in part) and related systems and technologies, and DataSentic and its licensors will be free (during and after the term hereof) to use such Resultant Data to improve and enhance the Service (in whole or in part) and for other development, diagnostic and corrective purposes in connection with the Service (in whole or in part).

## **5. REPRESENTATION AND WARRANTIES**

### **5.1** Customer represents and warrants that:

- (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the law of the jurisdiction of its incorporation or other organization;
- (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under the Agreement;
- (c) it has all rights, licenses, permission, power and authority that are necessary to utilize and share the applicable Inputs in association with its use of the Service;
- (d) neither the Customer Data, nor the use, storage or provision of the Customer Data on or through the Service, will infringe, misappropriate or violate any third-parties' Intellectual Property Rights, the Third Party Terms, or other rights of a party, including rights of publicity, privacy or confidentiality;
- (e) Customer's use and provision of the Customer Data will not breach any agreement between it and a third party or violate any laws; and
- (f) Customer will not breach the Agreement.

## **6. INTELLECTUAL PROPERTY**

- 6.1 License. The license to access and use the Service is non-exclusive, territorially unlimited and limited in time for the duration of the Agreement and by a number of Authorized Users. This license is non-transferable to a third party. The license does not allow Customer to copy, modify, alter, update, or create collective or derivative works of the Intellectual Property. The Customer is not entitled to translate, decompile or otherwise attempt to extract the source code of the Software or part thereof.
- 6.2 The content of the Service and related printed materials (promotional flyers, advertisements, texts, photographs, images, logos, etc.), including the Software is protected by DataSentic's Intellectual Property rights.
- 6.3 Customer is not entitled to use DataSentic's trade name, its trademarks, logos, domain names, or any other DataSentic designations in connection with the provision of the Service, unless otherwise agreed.
- 6.4 Service may use Third Party Offering. The list of Third Party Offering is: <https://replicate.com/terms>; <https://blackforestlabs.ai/terms-of-service/>). Customer is obliged to comply with the Third Party Terms. In case of a breach of Third Party Terms by the Customer, the Customer undertakes to indemnify DataSentic in relation to any damage incurred by DataSentic as a result of such breach.
- 6.5 The Customer acknowledges that the AI generated Output is not generally considered to be subject to Intellectual Property and may not enjoy Intellectual Property protection.

## **7. TERM AND TERMINATION**

- 7.1** Term. The Agreement is concluded for an indefinite period of time with effect from confirmation sent to the Customer via email after the Customer account has been created and, in the event that a separate agreement is entered into between the Parties in an individual case, from the time such agreement is concluded.
- 7.2** Termination by notice. The Agreement may be terminated by both Parties by notice for any reason, even without giving a reason. The notice period is one (1) month and begins on the first day of the month following the delivery of the notice to the other Party.
- 7.3** Special case of termination by DataSentic. DataSentic may suspend, terminate, or otherwise deny Customer's or any Authorized User's access to or use of all or any part of the Service at its sole discretion and at any time, modify or discontinue providing the Service or any part thereof without notice. In such a case, DataSentic agrees to refund the Customer the Fee for unconsumed Service.
- 7.4** Withdrawal. Each Party is entitled to withdraw from the Agreement in case that:
- a) the other Party breaches any provision of these Terms or the Agreement;
  - b) the other Party as a debtor becomes a participant in insolvency proceedings within the meaning of Act No. 182/2006 Coll., on Bankruptcy and Settlement (Insolvency Act), as amended, if (i) the insolvency court does not decide on the insolvency declaration within three (3) months from the commencement of insolvency proceedings, (ii) the insolvency court issues a decision on the bankruptcy of the Party, (iii) the insolvency court rejects the insolvency petition for lack of property of the Party;
  - c) if a decision is taken on the compulsory or voluntary dissolution of the Party (except in cases of merger or fusions).
- 7.5** Withdrawal from the Agreement has *ex nunc* effects.
- 7.6** Withdrawal by the consumer. If the Customer is a consumer (natural person not using the Service for the purpose of or in connection with business), the Customer may withdraw from the Agreement without giving any reason within 14 days from entering into the Agreement by notice sent via email. The Customer acknowledges that they cannot withdraw from the Agreement if they have already started using the Service, i.e. used the paid part of the Service according to his/her chosen subscription. If the Customer has used only part of the Service, DataSentic will refund the Customer the unconsumed part of the Service.
- 7.7** Use rights upon termination. Effective upon termination, Customer's use rights shall cease, and the Customer (including Authorized Users connected with the Customer Account) may not be able to access the Services including the Customer Account and all related information or files associated with or inside the Customer Account (or any part thereof) may be deleted.
- 7.8** Survival. Notwithstanding the termination or expiration of the Agreement, any provisions of these Terms that by their nature should survive termination or expiration will continue in full force and effect subsequent to and notwithstanding such termination or expiration until they are satisfied or by their nature expire. This includes, but is not limited to, Sections 4, 5, 8, 10 and Articles 7.7, 7.8, 8.5, 12.2 and 12.3 of these Terms and any other obligations that may reasonably be expected to be performed or observed after such termination or expiration.

## **8. FEES AND PAYMENT CONDITIONS**

- 8.1** The Customer undertakes to pay DataSentic the Fee for using the Service determined on the [Service website](#) within the subscription chosen by the Customer.
- 8.2** The Fee includes (i) all costs incurred by DataSentic for providing the Service and (ii) royalties.
- 8.3** DataSentic is entitled to suspend the provision of the Service if the Customer is in default with the payment of the Fee by more than five (5) days.
- 8.4** The Customer expressly agrees with the possibility of an electronic form of invoicing. The invoice shall be considered delivered at the moment of delivery to the e-mail address specified by the

Customer.

- 8.5 If the Customer is in a delay with payment of the Fee, DataSentic shall be entitled to interest on the delay at the rate of 0,1 % of the overdue amount for each day of delay.
- 8.6 The Fee is exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by public authorities.
- 8.7 All amounts payable to DataSentic by the Customer shall be paid in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.
- 8.8 An invoice issued in accordance with these Terms or the Agreement is due within 14 days of its delivery to the Client. The invoice is paid by crediting the relevant amount to our bank account.
- 8.9 DataSentic may in its sole discretion and at any time, modify Fees for any subscriptions we offer for any part of our Service. Any subscription Fee change will become effective at the end of the monthly billing cycle. DataSentic shall provide Customer with a reasonable prior notice of any change in Fees to give Customer an opportunity to terminate the Agreement before such change becomes effective.

## **9. LIMITATION OF LIABILITY**

- 9.1 Use of the Service is at the Customer's own risk and subject to all our disclaimers set out in these Terms.
- 9.2 DataSentic shall not be liable for:
  - (a) any direct or indirect damage or harm, including loss of stored data, resulting from the use or inability to use the Service;
  - (b) outages of the Service of a technical nature. DataSentic undertakes to make every effort to ensure the resumption of the Service as soon as possible;
  - (c) defects caused by third party interventions in the Service or Software or as a result of their use contrary to their intended purpose;
    - a) damage caused to the Customer in direct connection with the use of the Service, including loss of stored data;
    - b) the Customer Data and the use of Customer Data;
    - c) damages resulting from Force Majeure;
    - d) lost profit of the Customer.

7.1. Each Party shall make every effort to minimize the adverse consequences of circumstances excluding liability.

7.2. DataSentic does not monitor or police Customer Data and other information entered into the Service. The Output of Service may be generated by artificial intelligence. DataSentic has not verified the accuracy of the Output. DataSentic is not responsible for the Content therein or Output therefrom.

7.3. DataSentic makes no warranty or guarantee as to the accuracy, completeness or reliability of the Output and does not accept any liability or responsibility arising in any way from your use of the Output or any omissions or errors contained in the Output. We recommend that you obtain professional and independent advice before you act on any advice contained in the Output, or rely on the accuracy of the Output.

## **10. PERSONAL DATA PROCESSING**

10.1 Information about how DataSentic processes your personal data is available in our [Privacy Policy](#).

## **11. CONFIDENTIALITY**

11.1 Each Party is obliged to (i) treat the Confidential Information as strictly confidential and (ii) not

disclose or otherwise communicate such Confidential Information to any third party, reproduce, copy or use it for himself, for a third party, or in any way without the prior written consent of the relevant Party; other than as agreed in the Agreement, resp. as arises from its purpose. This also applies to information concerning the actual existence of the Agreement.

- 11.2** The obligation to maintain the Confidential Information does not apply to the following cases: (i) disclosure of the Confidential Information is required by court, law, decision of a public authority or other regulatory or supervisory authority in accordance with law; (ii) Confidential Information is or becomes publicly available other than as a result of its unauthorized disclosure in violation of the Agreement; (iii) the disclosure of Confidential Information to the advisers, associates or business partners of either Party for the purpose of performing this Agreement, provided that the recipients of the Confidential Information are bound by the obligation of confidentiality to at least the same extent as set forth in the Agreement.
- 11.3** Information in the form of “brief information about the reference order” saying that DataSentic is a service provider for the Customer, including the use of the logo of the Customer / DataSentic and their contact persons are both Parties entitled to disseminate without the consent of the other Party in appropriate way maintaining the good reputation of the other Party, and without committing unfair competition, resp. any other infringement.

## **12. FINAL PROVISIONS**

- 12.1** Entire Agreement. The Agreement including these Terms constitutes the complete and exclusive agreement between the Parties concerning the use of the Service and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of these Terms.
- 12.2** Governing Law. These Terms shall be governed by Czech Law. The Convention on Contracts for the International Sale of Goods will not apply. Any Law which provides that the language of a contract shall be construed against the drafter will not apply to these Terms. This paragraph will be interpreted as broadly as applicable law permits.
- 12.3** Arbitration. All disputes arising from the Terms and / or the Agreement /or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.
- 12.4** Consumer dispute resolution. In the event that there is a dispute between the Customer who is a consumer (natural person not using the Service for the purpose of or in connection with business) and DataSentic arising from the Terms and / or the Agreement or in connection with it that cannot be resolved amicably, the Customer may submit a proposal for out-of-court resolution of such dispute to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, email: [adr@coi.cz](mailto:adr@coi.cz), website: <https://coi.gov.cz/en/>. The consumer can also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.
- 12.5** Amendments. DataSentic may amend these Terms at any time. DataSentic shall notify the Customer of changes to the Terms by email at least 30 days before the change becomes effective. The Customer is entitled to terminate the Agreement at any time until the amendment to the Terms takes effect. If the Customer does not terminate the Agreement within the specified period of time, the Customer shall be deemed to have accepted the change of the Terms.
- 12.6** Waiver, Severability, Headings. DataSentic's waiver of any default or breach of these Terms will not constitute a waiver of any other or subsequent default or breach. In the event any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. The headings in these Terms are for the convenience of reference only and have no legal effect.
- 12.7** Notices. Where the law or the Agreement require communication in writing, it is sufficient if the message is sent by email or other means of electronic communication that leave no doubt as to the content of the message and the sender. Customers may send us any material notice via email to [info@datasentic.com](mailto:info@datasentic.com).

**12.8** This current version of the Terms is valid and effective as of February 1, 2025.