

## PrompterAI Terms of Service

### Introduction

These Terms of Service govern the use of the online data processing and search engine "PrompterAI". By finalising the subscription to the Service, you accept the terms of this Agreement in their entirety as part of the subscription procedure. By clicking the box referring to these Terms of Service in the Service, a binding contract is formed between Customer and Company to which the terms set forth herein are applied. By finalising the subscription, you hereby warrant to have the required authority to subscribe to the Service on behalf of Customer and to commit the Customer to the subscription payment and to these Terms of Service. The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Service, at any time. It is s responsibility to periodically check-up these Terms of Service for changes. Changes will be notified to all Customers on the front page of the Service. Continued use of the Service by Customer following the posting of changes will imply that Customer accepts and agrees to the changes.

### 1. Definitions

As used in this Agreement, the following capitalized terms shall have the meaning set out below.

**"Agreement"** means these PrompterAI Terms of Service, which Customer is entering into by signing up or otherwise using the Service provided by Company.

**"Customer"** shall mean any legal entity that has subscribed to the Service hereunder.

**"Company"** shall mean [PrompterAI Oy] (business ID: **2869563-3**), address [Betonimiehenkuja 3D].

**"Party"** shall mean Customer or Company (jointly the **"Parties"**).

**"Service"** means the online data processing and search engine provided by Company, which allows Customer to handle and process information and content from the linked third party services on the PrompterAI platform under certain terms and conditions as set forth in this Agreement.

**"PrompterAI Websites"** means the website of PrompterAI, [prompter.ai](http://prompter.ai) and all subdomains.

**"Service Fees"** shall mean the fees charged by Company from time to time for Customer's use of the Service, as communicated on the PrompterAI Websites.

**"Free Version"** means any versions of the Service available from time to time to Customers for trial and other use free of charge.

**"Intellectual Property Rights"** shall mean copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

**"Customer Data"** shall mean all Customer's data that a Customer or another party acting on Customer's behalf generates in or submits to the Service or the data Customer submits to a third party service or platform which might be accessed by the Service, subject to and on the basis of the permissions or consents Customer has granted.

**"Customer Content"** shall mean the content posted or uploaded by Customer (which may include for example, pictures, text, messages, information, designs, models and/or other types of content) to the Service or the data Customer submits to a third party service or platform which might be accessed by the Service, subject to and on the basis of the permissions or consents Customer has granted.

**"User"** shall mean any authorized user of the Service to whom Customer has granted the right to access the Service.

### Use of Service

#### *Service and paid subscription*

Company provides an online data processing and search engine, which allows Customer to handle and process information and content from the linked third party services on the PrompterAI platform. The Service gathers and centralizes certain data, as further set out in this Agreement and in the service descriptions.

The Service and the functionalities thereof are described in the service descriptions available on the PrompterAI Websites.

Certain features of the Service may be provided free-of-charge, but Customer agrees and acknowledges that some features of the Service will not be available in the Free Version. These features require payment before Customer can access them.

Company may from time to time offer trials of the Service for a specified period without payment or at a reduced rate. Company reserves the right, in its sole discretion, to determine Customer's eligibility for a free trial and, subject to applicable laws, to withdraw or to modify an offer trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

For a free trial or Free Version of the Service, Company may require Customer to provide payment details to start the trial. At the end of such trial, Company may automatically start to charge Service Fees for the Service on the first day following the end of the free trial. The applicable subscription to the Service must be cancelled through Customer's account's subscription page, or the Service terminated in its entirety, before the end of the trial period in case Customer does not accept the Service Fees.

Customer shall ensure that Users use the Service in compliance with the Terms of Use. Misuse of the Service by Customer or any User may lead to

termination of the Agreement or suspension or denial of access to the Service.

The Service may create or generate certain models, analyses, reports and comparisons. Company is not liable for any deficiencies or inaccuracies in any of the models, analyses, reports or comparisons generated by the Service or the usability of the same or the results thereof. The use and exploitation of any results or materials generated by the Service is the sole responsibility of Customer.

#### *Right to use the Service and eligibility*

Subject to due payment of the Service Fees and compliance with the Agreement, the Company grants to Customer a non-exclusive, non-transferable and limited right to enter and use the Service and grant Users access rights to the Service.

#### **Intellectual Property Rights**

All Intellectual Property Rights to and in the Service and all content on the Service and available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound, designs, models and other files, and their selection and arrangement (the "Content"), as well as Intellectual Property Rights pertaining thereto, are exclusive property of the Company or its licensors with all rights reserved. Company grants Customer a limited, non-exclusive, revocable license to use the Service and Content during the validity of this Agreement.

Customer agrees not to resell the Service or the Content or redistribute or transfer the Service or the Content.

The Service and the Content are licensed, not sold, to Customer, and Company and its licensors retain ownership of all copies of the Service and the Content even after installation on Customer's or Users' computers, mobile device and/or other relevant devices.

#### **Customer's obligations and rights**

When registering to the Service, Customer shall provide true, accurate and complete information as prompted by the registration form and update such information when required.

In order to use the Service, User's are required to give certain consents for the use of User's account data and other User's Data included in third party applications and platforms, as set out in the Terms of Use.

Please note that this Agreement only covers the Service and the use thereof and any and all linked third party services and platforms are provided by the relevant third parties and covered by their terms of service or other agreement or license. Company does not assume any liability in regard to use of such third party services and platforms, whether or not they are linked to the Service.

#### *Use restrictions*

Customer is not permitted and not entitled to permit the Users or any other parties to do any of the following:

- copy, redistribute, reproduce, record, transfer, perform or display to the public, broadcast, or make available to the public any part of the Service or the Content, or otherwise make any use of the Service or the Content which is not expressly permitted under the Agreement or applicable law or which otherwise infringes the Intellectual Property Rights (such as copyright) in the Service or the Content or any part of it or any other Intellectual Property Rights of third parties;
- use the Service and the Content available through the Service in any manner that could damage, disable, overburden or impair the Service or the Content available through the Service;
- use any data mining, robots, scraping, or similar data gathering or extraction methods;
- sign up for an account on behalf of someone else;
- use, sell, rent, transfer, license or otherwise provide anybody with the Service and/or the Content available through the Service, except as provided herein;
- interfere with other Customers' use and enjoyment of the Service;
- circumvent or try to circumvent any usage control or anti-copy functionalities of the Service;
- reverse engineer or decompile the Service or access the source code thereof, except as permitted by law;
- use the Service for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
- use the Service in violation of applicable law;
- use the Service in ways that violate Intellectual Property Rights, business secrets or privacy of third parties;
- use the Service to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

#### **Indemnification**

Company will defend Customer against any claim that the Service infringes the intellectual property rights of a third party and pay any damages finally settled or awarded in a trial to the third party with respect to any such claim, provided that Company is notified promptly in writing of the claim and given sole control

of the defense and all related settlement negotiations in relation to the claim as well as reasonable assistance and necessary authorizations from Customer to defend or settle the claims on behalf of Customer.

At any time, if Company reasonably deems that any part of the Service infringes the intellectual property rights of any third party, Company has the right at its own expense to (i) modify/replace the Service to eliminate the infringement in such a manner that the modified Service complies with this Agreement, or (ii) procure to Customer a right to use the Service. If none of the aforementioned alternatives are reasonably possible, Company shall have the right to terminate this Agreement and Company shall refund to Customer the prices paid for the Service by Customer less the price corresponding the time Customer has been able to use the Service in accordance with this Agreement.

Company shall, however, not be liable for any infringement or claim thereof in the event the claim (i) is made by any affiliates of Customer; (ii) has resulted from Customer's or Customer's supplier's or User's use or modification of or addition to the Service; (iii) could have been avoided by using the latest version of the Service provided by Company; or (iv) is not related to the Service or any part of the Service for which the Company is not responsible for pursuant to this Agreement or statutory requirements.

This section contains Company's entire liability and Customer's sole and exclusive remedy in case of intellectual property rights infringements.

Customer shall indemnify, defend, and hold Company harmless from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of any breaches of this Agreement by Customer, Customer's personnel and/or Users.

### **Data Processing**

Company might collect and process data, including personal data, in relation to Customer's subscription and Customer's and Users' use of the Service, such as contact details, payment information, and identification data on Customer and Users. To the extent Company is considered as data controller for such personal data pursuant to the applicable laws, Company informs data subjects regarding the processing practices in Company's Privacy Policy and processes such personal data in accordance with its Privacy Policy in force from time to time. The Privacy Policy can be found from the PrompterAI Websites.

To the extent Company processes personal data on behalf of Customer as a data processor, the following

terms shall be applied to the processing of personal data. For the purposes of the terms set out below in this section, "**Personal Data**" shall mean any information relating to an identified or identifiable natural person Company processes on behalf of Customer.

### *General requirements relating to processing of Personal Data*

Customer shall be responsible for the lawful collection, processing and use, and for the accuracy of the Personal Data, as well as for preserving the rights of the individuals concerned. If and to the extent legally required, Customer shall inform the individuals concerned regarding the processing of their Personal Data by Company, and shall obtain their consent if necessary.

Company shall process Personal Data on behalf of Customer as a data processor for the purposes of providing the Service, to the extent such provision of Company's services requires processing of Personal Data on behalf of Customer

Customer acknowledges that due to the nature of Services, Company cannot control and has no obligation to verify Personal Data Customer transfers to Company for processing on behalf of Customer when Customer uses the Service. Customer ensures that Customer is entitled to transfer the Personal Data to Company so that Company may lawfully process the Personal Data on behalf of Customer.

Company shall not use Personal Data for any purpose other than that of rendering and providing the Service and will not assert liens or other rights over, or sell or disclose the Personal Data to any third parties, without Customer's prior written approval. Company shall process Personal Data in accordance with this Agreement and documented instructions from Customer. Customer's instructions must be commercially reasonable, compliant with applicable data protection laws and consistent with this Agreement. Company shall not be obliged to verify whether any instructions given by Customer are consistent with applicable laws, as Customer is responsible for such compliance verification of its instructions.

Both Parties shall comply with the the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("Regulation") and any applicable European or foreign data protection laws as amended, as well as data protection authorities' orders and guidelines.

Both Parties implement and maintain appropriate technical and organizational security measures to protect Personal Data within its area of responsibility, in order to safeguard the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. Such measures include where necessary and appropriate, taking into account the state of the art, the costs of

implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons the following measures:

- access right controls to systems containing Personal Data;
- the pseudonymisation and encryption of personal data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

#### *Company's assistance obligations*

To respond to requests from individuals exercising their rights as foreseen in applicable data protection law, such as the right of access and the right to rectification or erasure, Company shall provide Customer with commercially reasonable assistance, without undue delay, taking into account the nature of the processing. Company shall further provide Customer with commercially reasonable assistance in ensuring compliance with Customer's obligations to perform security and data protection assessments, breach notifications and prior consultations of the competent supervisory authority, as set out in the applicable data protection law, taking into account the nature of the processing and the information available to Company. In case such assistance requires extensive measures from Company, Customer shall pay additional reasonable remuneration to Company for handling such assistance requests.

In addition, Company shall, and shall procure that its personnel (including its subcontractors' personnel) shall:

- only process Personal Data in accordance with Customer's written instructions and not for Company's own purposes;
- ensure that individuals processing Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- include in any contract with subcontractors who will process Personal Data directly or indirectly on behalf of Customer, provisions which are materially equivalent to those in this Agreement.

#### *Transfers of Personal Data*

Customer accepts that Company may have Personal Data processed and accessible by its subprocessors outside Customer's country of domicile to provide the Service. In case the processing is subject to any EU

data protection law and Personal Data is transferred from the European Economic Area ("EEA") to a subprocessor for processing in any country outside the EEA that is not recognized by the European Commission as providing an adequate level of protection for personal data, Company provides for appropriate safeguards by standard contractual clauses, adopted or approved by the European Commission and applicable to the processing by the non-EEA Subprocessor or by any other appropriate safeguard as foreseen under Regulation.

#### *Audits*

Customer shall have the right to audit the facilities and processing activities of Company under this Agreement to examine the security measures applied to the processing of Personal Data, the level of protection and security provided for Personal Data processed under this Agreement and the privacy of the individuals to whom such Personal Data relates and to assess the compliance of Company and its subcontractors with this Agreement. Company shall procure for Customer the same rights of audit in respect of Company's subcontractors. Each Party shall bear its own costs for any such audit.

Where an audit may lead to the disclosure of business or trade secrets of Company or threaten intellectual property rights of Company, Customer shall employ an independent expert to carry out the audit, and the expert shall agree to be bound to confidentiality to Company's benefit.

#### *Subprocessors*

**General authorization.** Customer gives its general authorization to allow Company to involve Company's affiliated companies and other subcontractors as subprocessors to process Personal Data in connection with the provision of Services, to the extent such appointment does not lead to non-compliance with any applicable law or Company's obligations under this Agreement.

**Change of subprocessor.** Company is free to choose and change its subprocessors. Upon request, Company shall inform Customer of subprocessors currently involved. In case there is a later change of subprocessor (addition or replacement), Company shall notify Customer of such change. In case Customer objects such change of subprocessor on reasonable grounds, Customer has the right to request change of the subprocessor. If Company is not willing to change the subprocessor Customer has objected, Customer shall have the right to terminate the Service and this Agreement.

#### *Breaches*

Company shall, without undue delay after having become aware of it, inform Customer in writing about any data breaches relating to Personal Data and any other events where the security of Personal Data processed on behalf of Customer has been compromised. Company's notification about the

breach to Customer shall include at least the following:

- description of the nature of the breach;
- name and contact details of Company's contact point where more information can be obtained;
- description of the measures taken by Company to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

#### *Deletion and return of Personal Data*

Company shall not take any action to intentionally erase any Personal Data processed on behalf of Customer, without Customer's explicit request.

Personal Data shall be processed under this Agreement until Customer has ceased to use the Service.

Within a reasonable time after the termination or expiry of this Agreement, Company shall permanently delete Personal Data from its storage media, except to the extent that Company is under a statutory obligation to continue storing such Personal Data. On Customer's request, Company shall confirm the deletion in writing. The obligation to delete Personal Data shall not apply to Personal Data contained in regular back-up copies of comprehensive datasets from which the individual deletion of Customer's Personal Data would not be possible without significant efforts or costs.

#### **Customer Content and Customer Data**

Customer agrees that Company does not assume any liability or responsibility in respect to any Customer Content or Customer Data and Customer shall at all times ensure that Customer Content and/or Customer Data does not infringe any rights of third parties or any applicable law. For clarity, Company is not responsible and shall not be held liable for any Customer Content or Customer Data, nor does it endorse any opinion contained in any Customer Content or Customer Data.

Customer grants Company a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, fully paid, worldwide licence to use, reproduce, translate, modify, create derivative works from any Customer Content in connection with the Service, in order to provide the Service, through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created.

Aside from the rights specifically granted herein, Customer retains ownership of all rights, including Intellectual Property Rights, in the Customer Content and Customer Data.

#### **Fees and Payment**

##### *Service Fees*

In return for Customer's use of the Service, Customer shall pay the Service Fees as set out on the PrompterAI Websites.

All payments made in accordance with this Agreement are non-refundable. For clarity, in the event of early termination during a Subscription Period, Customer shall not be entitled to a refund of any prepaid fees.

##### *Payment terms*

Payment for the use of the Service shall be made in advance. Payment shall be made by credit card or an invoice issued by the Company to Customer.

##### *Price adjustments*

Company shall be entitled to adjust the fees and charges of the Service at any time by 30 days prior notice. The change shall not affect the fees and charges for Subscription Periods commenced before the effective date of the change.

#### **Limited Warranty**

Company will make reasonable efforts to keep the Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, Company reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Service, with or without notice, all without liability to Customer, except where prohibited by law, for any interruption, modification, or discontinuation of the Service or any function or feature thereof.

Customer shall understand, agree, and accept that Company has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. This section will be enforced to the extent permissible by applicable law. Company and/or the owners of any Content may, from time to time, remove any such Content without notice to the extent permitted by applicable law.

The Service is provided "as is" and "as available" without express or implied warranty or condition of any kind.

#### **Limitation of liability**

Neither Party shall be liable to each other, whatever the cause thereof, for any loss of profit, business or goodwill or loss caused as a result of interruptions in business or any other indirect damages arising under this Agreement.

Company's total liability under this Agreement shall not exceed the aggregate 12 months' Service Fees paid by Customer immediately preceding the event for which damages are claimed.

The Parties do not restrict their liability for any matter in respect of which, by mandatory law, it is not permitted to restrict its liability.

The liability cap set out in this section shall not apply in cases of intentional misconduct or gross negligence and breaches of section "Intellectual Property Rights", breaches of the Company's indemnification obligations set out in this Agreement or breaches of the confidentiality obligations. Company's total liability for Company's indemnification obligations and breaches of confidentiality obligations shall not exceed the aggregate [24] months' Service Fees paid by Customer immediately preceding the event for which damages are claimed.

### **Confidentiality**

The Parties may exchange confidential information during the performance of this Agreement. Confidential information shall mean any information which is marked as confidential or which should be understood as confidential, irrespective of its form of storage or disclosure. All confidential information shall remain the property of the disclosing Party and the receiving Party shall keep confidential and refrain from using such confidential information otherwise than for the purposes of this Agreement, during the term of this Agreement and 5 years thereafter. For the avoidance of doubt, any information of or relating to a Party or that Party's personnel, suppliers, contractors, customers or end-users, which information is obtained or detected by the other Party or processed or generated in the course of providing or receiving the Service shall be deemed confidential information of that Party.

Each Party shall restrict access to confidential information received from the other Party to only to those of its personnel and subcontractors to whom such access is reasonably necessary for the proper performance of the obligations set out in this Agreement. Such personnel and subcontractors shall be bound by confidentiality obligations similar to those contained herein.

Each Party shall promptly upon termination of the Service cease using confidential material and information received from the other party and use reasonable means to destroy such material. Each party shall, however, be entitled to retain the copies required by law or regulations.

The confidentiality obligations of the receiving Party under this Agreement shall not apply to information which:

- i. was in the receiving Party's possession before its disclosure by the disclosing Party as proven by written records of the receiving Party; or
- ii. is independently developed by the receiving Party without recourse to the confidential information as proven by written records of the receiving Party; or

- iii. is part of the public domain in other ways than by faults, acts of omissions of the receiving Party, as proven by written records of the receiving Party.

### **Termination**

This Agreement will continue to apply until terminated by either Customer or Company.

Company may terminate the Agreement or suspend Customer's access to the Service at any time, including in the event of Customer's or any User's actual or suspected unauthorised use of the Service and/or Content, or non-compliance with the Agreement.

Customer may terminate the Agreement at any time.

If Customer or Company terminates the Agreement, or if Company suspends Customer's access to the Service, Customer agrees that Company shall have no liability or responsibility towards Customer and Company will not refund any amounts that Customer has already paid, to the fullest extent permitted under applicable law.

All provisions of the Agreement that are intended to survive the termination or expiry of the Agreement shall do so.

### **Entire Agreement**

This Agreement supersedes all prior agreements, arrangements, and understandings between the Parties relating to the subject matter hereof, and constitutes the entire agreement between the Parties relating to the subject matter hereof.

### **Severance**

If any provision of this Agreement is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

### **Assignment**

Company shall be entitled to assign all or any of its rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets without Customer's prior consent.

Customer shall not be entitled to assign any of its rights or obligations hereunder in whole or part without prior written acceptance given by Company.

### **Applicable law and dispute resolution**

This Agreement shall be governed by and construed in accordance with the laws of Finland, except for its provisions on choice of law.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland.