

PrompterAI Terms of Use

Introduction

These Terms of Use govern the use of the online data processing and search engine "PrompterAI". By using the Service, you indicate to agree to these Terms of Use and agree to abide by them; if you don't agree, do not use the Service. Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is User's responsibility to periodically check-up these Terms of Use for changes. Changes will be notified to all Users on the front page of the Service. Continued use of the Service by User following the posting of changes will imply that User accepts and agrees to the changes.

Signing up to the Service as a User requires that User's employer has subscribed to the Service, paid the applicable service fees and authorized the User to use the Service.

1. Definitions

As used in these Terms of Use, the following capitalized terms shall have the meaning set out below.

"Agreement" shall mean the service agreement between Company and Customer, who has granted to User the right to use and access the Service.

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

"Customer" means the entity who has subscribed to the Service and concluded the Agreement with Company regarding the Service and who has granted User access to the Service.

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

"Service" means the online data processing and search engine provided by Company, which allows User 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 these Terms of Use.

"PrompterAI Websites" means the website of PrompterAI, prompter.ai and all subdomains.

"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.

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

"User Data" shall mean all User's data that a User or another party acting on User's behalf generates in or submits to the Service or the data User 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 User has granted.

"User Content" shall mean the content posted or uploaded by User (which may include for example, pictures, text, messages, information, designs, models and/or other types of content) to the Service or the data User 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 User has granted.

Use of Service

Service

Company provides an online data processing and search engine, which allows User 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 these Terms of Use and in the service descriptions.

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

Misuse of the Service may lead to termination of the right to use the Service 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 User.

Right to use the Service and eligibility

Subject to the eligibility requirements and compliance with these Terms of Use, Company grants to User a non-exclusive, non-transferable, limited right to enter and use the Service during the validity of the Agreement between Company and Customer.

In order to register in the Service as a User, User must be at least 18 years old.

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 User a limited, non-exclusive, revocable license to use the Service and Content during the validity of the Agreement.

User 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 User, and Company and its licensors retain ownership of all copies of the Service and the Content even after installation on User's personal computer, mobile device and/or other relevant devices.

User's obligations and rights

When registering as a User to the Service, User 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 is required to give certain consents for the use of User's account data and other User Data included in third party applications and platforms. The consents are required in connection with the sign up process of the Service.

Please note that these Terms of Use and the Agreement only cover 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 Use 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.

By giving the consents and permissions, User warrants and represents that User is allowed and permitted to give such consents and permissions.

Use restrictions

User is not permitted and not entitled to permit others 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 these Terms of Use 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 Users' 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.

Data Processing

Company might collect and process data, including personal data, in relation to User's account and use of the Service, such as contact details, payment information, and identification data on User. Company 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.

User Content and User Data

User may post and upload content and data to the Service and certain content or data User has posted or submitted to third party services and platforms may

be accessed by the Service, subject to the permissions and consents User has granted, in order to offer the essential functionalities of the Service. Company does not share or disclose such data or content with any third parties or with other users of the Service.

User agrees that Company does not assume any liability or responsibility in respect to any such User Content or User Data and User shall at all times ensure that User Content and/or User 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 User Content or User Data, nor does it endorse any opinion contained in any User Content or User Data.

User 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 User 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, User retains ownership of all rights, including Intellectual Property Rights, in the User Content and User Data.

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 User, except where prohibited by law, for any interruption, modification, or discontinuation of the Service or any function or feature thereof.

User 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. This does not affect User’s statutory rights as a consumer.

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 these Terms of Use or in connection with the access and use of the Service. This limitation shall not apply in cases of intentional misconduct or gross negligence and breaches of section “Intellectual Property Rights”.

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.

Confidentiality

The Parties may exchange confidential information during the provision and use of the Service. 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 providing and using the Service.

Termination

The User shall have the right to use the Service during the validity of the Agreement. Please note that if you no longer work for Customer, which has subscribed to the Service, you do not have the right to use the Service.

Company may suspend User’s access to the Service at any time, including in the event of User’s actual or suspected unauthorised use of the Service and/or Content, or non-compliance with these Terms of Use.

User may cease to use the Service at any time and withdraw granted consents and permissions at any time.

If Customer or Company terminates the Agreement, or if Company suspends User’s access to the Service, User agrees that Company shall have no liability or responsibility towards User, to the fullest extent permitted under applicable law.

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 User’s prior consent.

User shall not be entitled to assign any of its rights or obligations hereunder in whole or part.

Applicable law and dispute resolution

These Terms of Use 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 these Terms of Use, 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.