

**The purpose of these Terms of Service is to determine what you can expect from us and what we expect from you.**

These Terms of Service define Adsynthetica's relationship with you. They outline the laws that apply to us as a service provider and set out some rules for interacting with our Services that we ask you to follow.

We strongly encourage you to read these terms because by accessing any of our Services, you confirm that you have read, understood, and agreed to be bound by these Terms and conditions of Service.

By accessing any of the Services, you also agree to be bound by our Privacy Policy, which is incorporated in these Terms of Service by reference. We equally encourage you to read our Privacy Policy to know how we handle your information when you use our Services.

## About these terms

The law gives you certain rights that can't be limited by a contract like these terms of service and we do not intend to limit your rights in any way.

These terms outline the relationship between you and Adsynthetica. They do not create any legal rights for other people or Organizations, even if others benefit from that relationship under these terms.

Not all Services mentioned in these terms may be available in your country.

If you don't follow these terms and we don't take action immediately, that doesn't mean that we're giving up any rights that we may have, such as taking action in the future.

We may update these terms to reflect changes in our Services or how our business works. For example we may update these terms:

- When we introduce new features, services, technologies, pricing (or remove old ones)
- For legal or regulatory reasons
- For security reasons
- To prevent abuse or harm

If you don't agree to the new terms you should remove Your Content and stop using our Services. You can also end your relationship with us at any time by closing your account.

There may be information on our Site that contains typographical errors, inaccuracies or omissions, including descriptions, pricing, availability, and other information. We reserve the right to correct any information on our Services without prior notice.

These terms apply to all users. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, this will not affect the validity of any other terms. Specific provisions relevant for residents of the US, EU and UK are provided where relevant.

## **Service provider**

Adsynthetica Inc. is registered in the State of Delaware. We have our registered office at Gust Delaware, 16192 coastal highway, Lewes, 19958(Sussex county) US. Our mailing address is 3749 Buchanan Street, 475086, San Francisco, California 94123.

## **Age requirements**

If you are a minor, you must have your parent or legal guardian's permission to use our Services. Please have your parent or legal guardian read these terms with you.

If you are a parent or a legal guardian, and you allow your child to use our Services, then these terms apply to you and you are responsible for your child's activity while they use our Services

## **Your relationship with Adsynthetica**

These terms establish your relationship with us. In general, we give you permission to use our Services if you agree to follow these terms which set out how our Services work and how we earn money from them. When we speak of "Adsynthetica", "we", "us", and "our", we mean Adsynthetica Inc. and its Affiliates. When we speak of our Service or Services we mean the features and functionality we provide, among them text-based AdScript generation, voice generation tailored to Advertising, voice cloning, facial cloning in video tailored to Advertising, video designs, Image generation, social media copy generation.

## **What you can expect from us**

### **Develop, improve, and update Adsynthetica services**

We constantly develop our technology and features to improve our Services. As part of this we may add or remove features, modify usage limits, as well as offer new services or end those previously offered. We may also make changes to our Services to:

- prevent abuse or harm
- respond to legal, regulatory, safety or security issues
- respond to changes in the licenses and partnerships we have with others
- adapt to new technologies
- adapt to changes in the number of people who use our Services

We will also update our Services to comply with relevant laws and regulations. You can expect us to meet the legal safety standards. We may also automatically update our Services to counter high safety or security risks.

Our Service is provided on an as-is and as-available basis. We continuously update our Services and we do our best to keep them working as expected. However, due to the nature of machine learning and other factors, we cannot guarantee our models will always produce the output you intended - your Generated Content can sometimes contain errors, mispronunciations and unintended artifacts.

### **Site management**

We may monitor our Services for violation of these terms and we may take appropriate action against anyone who, in our judgment, violates the law or these terms. For example we may refuse or restrict access (including but not limited to blocking certain IP addresses) to our Services and the Files you Upload to it, and we may also take other actions aimed at protecting our rights or property or to facilitate the proper functioning of our Services.

### **The content you upload / generate and your intellectual property**

To avoid any doubt, we claim no Intellectual Property Rights over the Files you Upload or the Content you Generate using our Services, including the recordings of your own voice and face in video. And we will not use the Files you Upload to independently generate any content. We will also not use any of your Generated Content without your permission for purposes other than listed in “License and your Intellectual Property” section below.

We will use the Content you Upload to perform our Services and we may use this content to improve our Services and models. We store and process your Files with security measures in place to prevent unauthorized users from having access to them. The Files you Upload are processed automatically and they can be deleted at your request but they cannot be returned to you (we do not offer a data storage service).

Due to the nature of machine learning, the content you generate using our Services may not be unique across users and the Services may generate the same or similar output for Adsynthetica or a third party. For example, you may provide input to a model such as "shop today at our brand, Danes closet." and receive audio or video output of these words spoken or shown. Other users may input similar text and receive the same response. Responses that are requested by and generated for other users are not considered your Content.

### **Modifications and interruptions**

We cannot guarantee our Site or Services will be available at all times. We may experience hardware, software, or other problems and we may also need to perform maintenance related to our Services which may result in interruptions, delays or errors. We may also need to

modify, suspend or stop offering our Services without notifying you.

For users subscribed to plans that are free of charge we reserve the right to modify, suspend or stop offering our Services for any reason and without notice.

For users subscribed to paid plans: we will notify you in advance of making changes to our Services which may adversely impact your use of them.

### **US Specific**

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection with our Services

### **EU Specific**

If you're an EEA-based Consumer, you can also withdraw from these terms within 14 days of accepting them.

## **What we expect from you**

### **Follow these terms and service-specific additional terms**

In general, we give you permission to use our Services if you agree to follow these terms.

Although we give you permission to use our Services, we reserve our Intellectual Property Rights that we have in them. This includes, for example, all source code, technical capability for media-based Advertising content synthesis, voice cloning, face cloning or video design, databases, functionality, software, technology, videos, website designs, text and graphics contained in our Services, as well as their design and arrangement. This also includes our trademarks, trade names and logos. We ask you not to copy, reproduce, republish, upload, publicly display, distribute, sell, license or use any parts of our Services described above for commercial purposes. You must not use any part of our Services or their output to research and develop products, models and services that compete with Adsynthetica.

Provided you have the necessary intellectual property rights in the Content you Generate with our Services, you may use this Generated Content for commercial purposes.

### **Respect others and the rules**

We want to maintain a respectful and safe environment for all users and we ask you to follow these basic rules of conduct when using our Services:

- Respect the rights of others, including their Intellectual Property Rights, publicity rights and Copyright

- Do not abuse or harm others or yourself, for example by misleading, defrauding, illegally impersonating, defaming, threatening, bullying or harassing others
- Do not abuse or interfere with our Services, for example by means of malware, spamming, hacking or bypassing our systems or protective measures.

By using our Services, you confirm that:

- You have the capacity to agree to these terms and that you do so
- You are not a minor in the jurisdiction in which you reside, or if you are a minor, that you have parental permission to use our Services
- You will not use our Services for any illegal or unauthorized purpose
- Your use of our Services will not violate any applicable law or regulation
- You will not access our Services other than our Public API by automated means, such as using a bot or script

## Permission to use Your Content

In general, our Services let you upload audio, video files and generate text, audio and video content. But you do not have to provide any files to our Services and you are free to choose the files that you want to upload. If you choose to upload files with the intention of sharing the Content you Generate using those Files, please make sure you have the necessary rights to do so and that you share your Generated Content lawfully.

## License and your Intellectual Property

### License

Your Content is yours and you retain the Intellectual Property Rights that you have in Your Content. This includes both the Files you Upload to our Services and the Files you Generate using our Services. We need your permission if your Intellectual Property Rights restrict our use of Your Content. You provide us with this permission through this license:

### What's covered

This license covers Your Contributions and the Content you Upload to and Generate using our Services if that Content is protected by Intellectual Property Rights.

### What's not covered

This license doesn't affect your data protection rights — it's only about your Intellectual Property Rights. This license doesn't cover publicly available factual information that you provide, such as corrections to the address of a local business or content that is in the public domain.

### Scope

This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you can license Your Content to others
- royalty-free, which means there are no monetary fees for this license

### Rights

This license allows us to use, host, store, display, reformat, archive, cache Your Content — for example, to perform our Services, to save Your Content on our systems and make it accessible from anywhere you go.

### Purpose

This license is for the limited purpose of:

- **operating and improving the Services**, which means allowing the Services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze Your Content:
  - for spam, malware, and illegal content
  - to research and development such as e.g. recognize patterns in data for improving the quality of our Service, such as delivering ever higher quality voices and videos.
  - This analysis occurs as the content is sent, received, and when it is stored.
- **developing and making available new technologies or services** for Adsynthetica consistent with these terms

### Duration

This license lasts for as long as Your Content is protected by Intellectual Property Rights.

If you remove from our Services any content that's covered by this license we will cease to use it to the extent that is technically feasible.

If your Uploaded Content contains personal data of EU citizens, you are responsible and accountable for this data as a controller according to the General Data Protection Regulation. You authorize Adsynthetica to process this data on your behalf by hosting your enrolled data. You also authorize Adsynthetica to engage other parties as processors. We process your Uploaded Content according to these Terms.

### EU & UK Specific

If you are a EU or UK citizen this license should not prevail over your right to opt out from certain purposes of personal data processing, as specified in our privacy policy.

## Using Adsynthetica services

### Account creation and starting to use the services

In order to use certain features of our Services, you may be required to register with our Services and create a user account by providing info such as email address and a password.

As an alternative way to register, you may use your existing Google account. By clicking [“Sign up”] and ticking the checkbox confirming you agree to these Terms of Service, you agree to be bound by these terms.

If you further choose a paid subscription, you will be asked to provide your payment information. By providing this information you grant us the right to charge our fees for performing the Services covered in your subscription. Other than this, the registration is free of charge. We will accept your offer by sending you a confirmation email or by providing the Services to you.

You must keep your password confidential and you will be responsible for all use of your account and password. You are not allowed to pass on or to resell access to your account to others.

### **Legal authorizations And Necessary consents**

By Uploading Files to our Services, you confirm that you are either the owner of these Files or that you have the necessary rights and permissions to use these Files.

For example, if you upload somebody’s voice or video showing somebody’s face to our Services, you confirm that you have permission from the voice owner or owner of the face in the uploaded video to clone and synthesize their voice or facial image in the generated content. Only you are responsible for securing these rights and permissions.

We ask that the Content Generated using our Services by users subscribed to free plans and by non-signed-up users be attributed to Adsynthetica when published outside of our platform by including Adsynthetica in the description.

### **Intellectual Property Rights Infringements**

Among other Services, we provide a Voice and facial Cloning Service that allows you to use our technology to synthesize voice/video recordings tailored to marketing and Advertisement that sound like a Speaker or look like the face owner. A “Speaker” or ‘face owner’ is a person (including you) who has given the necessary licenses, rights, consents, releases and permissions to use recordings of their voice or facial image to train our AI and to generate and otherwise use their voice/face for the purposes of synthesizing audio or video Ad content.

To avoid any doubt, by Uploading Files to our Services, you confirm that:

- You are the creator and owner of the Uploaded Files or you have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us to use your Uploaded Files in any manner contemplated by our Services, including for the purposes of Voice/facial Cloning, and these terms
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Uploaded Files to use the name or likeness of



each and every such identifiable individual person to enable inclusion and use of your Uploaded Files in any manner contemplated by our Services, including for purposes of Voice/Facial Cloning, and these terms

- You are solely responsible for Content Generated using Uploaded Files you do not own or do not have permission to use.

### **US Specific**

If you are a US resident and you believe you can identify material hosted on our Services that infringes upon your Intellectual Property Rights or the rights of a person you represent, please notify us using the contact information provided below. A copy of your notification will be sent to the person who generated the material in question. If you are not sure this material is hosted on our Services or whether it violates your intellectual property or privacy rights, you should consider contacting an attorney first.

Regarding Copyright specifically, if you believe that any material available on or through the Site infringes upon any Copyright you own or control, please immediately notify us by submitting a takedown notice containing the information below to [founders@Adsynthetica.com](mailto:founders@Adsynthetica.com):

- A physical or electronic signature of a person authorized to act on behalf of the owner of the Copyright;
- Identification of the Copyrighted work or works claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit us to identify and locate the material;
- Your contact information, including your name, address, phone number, and/or email address;
- A statement that you have a good faith belief that the use of the material you have identified is not authorized by the Copyright owner, its agent, or the law; and
- A statement that this information you have provided is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of the Copyrighted work you allege has been infringed.

### **Prohibited Activities**

We do not proactively monitor the Content you Upload to our Services. You are responsible for the Files you Upload and generate using our Services. We may be required to take action if we find that the Content you Upload or generated violates the law or these terms.

As a user of our Services, you agree **not** to use our Services to:

- violate any national or international law
- violate the rights of others, or in any way that is illegal, threatening, fraudulent, or harmful, including Generating Content that discriminates against people based on



their race, color, national or ethnic origin, religion, age, sex, gender, sexual orientation and/or preference, or physical handicap

- violate the rights of others, including but not limited to infringing Copyright, right of publicity, right of likeness, and/or any other Intellectual Property Rights, or to defame a third party or cast a third party in false light
- fraudulently impersonate other brands, people or companies
- exploit or harm minors
- harass or threaten any person or to promote violence against a specific person or class of people
- trick or mislead us or other users, especially in an attempt to learn sensitive account information, for example user passwords
- disable, interfere with or circumvent security-related features of our Services
- interfere with, disrupt, or create an undue burden on our Services or the networks or services connected to ours
- engage in any automated use of the systems (except of our Public API), for example by using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools
- copy our Services' software, including all code
- reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services (except to the extent such restrictions are contrary to applicable law)
- sell or transfer your profile
- harass, annoy, intimidate, or threaten any of our employees engaged in providing our Services or assistance to you
- make improper use of our support Services or submit false reports of abuse or misconduct
- harm us or our Services in any way.

### **Taking action in case of violations**

Before taking action as described below, we will inform you in advance when reasonably possible, give the reason for our action and give you an opportunity to fix the problem, unless we reasonably believe that doing so would:

- Cause harm or liability to others, or us
- Violate the law or a legal enforcement authority's order
- Compromise an investigation
- Compromise the operation, integrity or security of our Services

If you have a justified reason to claim that some of the content originated with Adsynthetica and breaches some of the terms of this Terms of service, you can report it following the Moderation Policy below.

### **Removing Your Content**

If we reasonably believe that any of Your Content breaches these terms, or violates applicable law, or could harm others, or Adsynthetica, then we reserve the right to take down some or all of that Content in accordance with applicable law. Examples include content that facilitates human trafficking or harassment, terrorist content, and content that infringes someone else's Intellectual Property Rights.

## Moderation Policy

**Introduction:** This section outlines our policy for taking action when content created by the users is illegal, harmful, or violates our platform's Terms of Service. We are committed to fostering a respectful, safe, and inclusive environment for all users. To achieve this, we have established guidelines for acceptable use and a process for reviewing reported violations.

**Purpose:** The purpose of this policy is to clearly delineate unacceptable content on our platform and specify the actions we may take in response to a violation. This policy also establishes a procedure for the removal of infringing content and user accounts.

**Content Restrictions:** Those include but are not restricted to:

- **Abusive Content:** We prohibit uploading and creating content that harasses, threatens, or harms individuals or groups.
- **Deep Fakes:** The use of our service to create deceptive or misleading voice or facial clones, without the explicit consent of the individual whose voice or face is being replicated, is not allowed.
- **Violence and Hate:** We strictly prohibit content that incites violence or promotes hate based on race, ethnicity, religion, gender, sexual orientation, disability, or any other characteristic.
- **Other Harmful Content:** We also prohibit any content that is harmful or disruptive, including, but not limited to, content that violates laws or regulations, invades others' privacy, infringes on intellectual property rights, or promotes illegal activities.

## The Procedure:

1. **Reporting:** Users can report any harmful, criminal, or Terms of Service-breaching content or behavior by sending a detailed account to [founders@Adsynthetica.com](mailto:founders@Adsynthetica.com) email. The report must include a link to the offensive content, enabling Adsynthetica to verify if the content was created using our services. Please note that this procedure does not concern potential copyright and other intellectual property rights infringements.
2. **Verification:** Upon receiving a report, Adsynthetica will verify whether the content was produced through its services. If it was, Adsynthetica will assess if the content violates our Terms of Service or is criminal or harmful in nature.
3. **Action upon Violation:** If the content is found to be criminal or in violation of our Terms of Service, Adsynthetica will notify the user responsible for the content.

Depending on the exact context and circumstances, Adsynthetica may:

- a) Delete the content and/or caution the user
- b) Delete the user's account
- c) Permanently ban user, preventing future account registration
- d) Notify relevant authorities if the content also constitutes a crime.

#### **Method for Moderation Decision:**

- **Severity:** We consider the degree of harm or potential harm the content could cause. More severe violations warrant stricter actions.
  - **Context:** We analyze the context in which the content is used. Some content may be acceptable in certain contexts but not in others.
  - **Intent:** We determine whether the content was intended to cause harm or was merely a result of negligence or lack of awareness.
  - **Recurrence:** We evaluate the user's behavior history on the platform. Users with repeated violations may require stronger actions.
4. **Appeals:** Users can appeal against any decision by Adsynthetica within fourteen days of notification about the violation. Upon receiving an appeal, Adsynthetica will thoroughly reevaluate the case. If the user provides a reasonable and sufficient explanation, we may reinstate the content and the user's account.
  5. **Discretionary Powers:** Adsynthetica reserves the right to make the final decision on what content and behavior aligns with or violates our Terms of Service.

All users are responsible for their own behavior on the platform. By using our service, users agree to abide by these rules and accept the consequences of any violations.

By promoting responsible use and establishing clear consequences for harmful behavior, we aim to foster a respectful and safe community for all users. We will periodically update this policy to address emerging forms of harmful content or any other concerns. All users are encouraged to stay informed about these guidelines and report any violations they encounter.

#### **Suspending or terminating your access to Adsynthetica services**

Adsynthetica reserves the right to suspend or terminate your access to the Services or delete your Adsynthetica Account if any of these things happen:

- you materially or repeatedly breach these terms
- we're required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or liability to a user, third party, or Adsynthetica — for example, by harassing, misleading, impersonating, defaming others, or hacking, phishing, scraping content that doesn't belong to you.

If you believe your account on our Service has been suspended or terminated in error, you can appeal.

You're always free to stop using our Services at any time.

#### **EU Specific**

If you're an EEA-based Consumer, you can also withdraw from these terms within 14 days of accepting them.

### **Using Adsynthetica services on behalf of an Organization or business**

You may use the Site or Service as Consumer or Entrepreneur. "Consumer" is a natural person who is acting outside the scope of an economic activity and a "Business Customer" is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of its commercial or self-employed professional activity.

To use our Services on behalf of an Organization an authorized representative of that Organization must agree to these terms.

### **Service-related communications**

To provide our Services to you, we may send you Service announcements, updates and other information.

## **Payment, term and termination**

If you subscribe to a paid plan, you will be charged monthly upfront, starting on the day you subscribe. The exact price will be based on the current price information shown on our pricing page. All prices include VAT.

You may terminate your subscription for convenience at any time until the end of your current billing period.

Your plan's monthly limits must be used during the applicable term. Any unused limits do not transfer over to the next month.

## **In case of problems and disagreements**

Both the law and these terms give you the right to a certain quality of service, and ways to fix problems if things go wrong.

#### **EU & UK Specific**

If you're a Consumer based in the EU and UK, then you enjoy all legal rights granted to Consumers under applicable law.

**EU Specific**

If you are based in the EU and you have agreed to our Terms of Service, then EU Consumer laws provide you with a legal guarantee covering the digital services that we provide you. Under this guarantee, we're liable for any lack of conformity that you discover at any time during the "continuous" supply of digital content or services.

Your national laws may provide an even longer guarantee. If you want to make a guarantee claim, please contact us at [founders@Adsynthetica.com](mailto:founders@Adsynthetica.com)

**US Specific (warranty disclaimer)**

We're continuously improving our Services to meet your needs. However, for legal purposes, we offer our Services without warranties unless explicitly stated in our Service-specific additional terms. The law requires that we explain this using specific legal language and that we use capital letters to help make sure you see it:

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES INCLUDING THE ADSCRIPT AND SOCIAL MEDIA COPY GENERATION, IMAGE GENERATION, VOICE CLONING SERVICE, FACIAL CLONING SERVICE, AUDIO/VIDEO GENERATION WILL BE AT YOUR SOLE RISK AND YOUR INTENTION IS IN REGARDS TO CREATING ADVERTISING AND MARKETING CONTENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) INFRINGEMENT OF THE RIGHTS OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF COPYRIGHT AND RIGHT OF PUBLICITY, AS A RESULT OF THE USE OF OUR SERVICES, INCLUDING THE VOICE CLONING SERVICE IN AUDIO GENERATION AND FACIAL CLONING SERVICE IN VIDEO GENERATION, SOCIAL MEDIA COPY GENERATOR SERVICE BY YOU, (3) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (4) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (5) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (6) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (7) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA

THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **Liabilities**

### **For all users**

#### **US & UK Specific**

These terms and the law attempt to strike a balance as to what you can claim from us and what we can claim from you in case of problems. We can limit our liability for certain things but not for others.

These terms limit our liability only to the extent allowed by the law. These terms do not aim to limit our liability for fraud, fraudulent misrepresentation or death or injury caused by negligence or willful misconduct.

Other than the breaches named above, Adsynthetica is liable only for our breaches of these terms, subject to applicable law.

#### **US Specific**

To the extent allowed by law, Adsynthetica is only liable for its breaches of these terms or applicable Service-specific additional terms.

Adsynthetica is not liable for:

- Loss of profits, revenues, business opportunities, goodwill or anticipated savings
- Indirect or consequential losses
- Punitive damages

You agree to indemnify, defend, release, and hold us harmless including our subsidiaries, Affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses from any claims made by any natural person or other third party in connection with the use, processing and storage of the Files you Upload to our Services.

You also agree to accept full legal responsibility for, and pay any and all royalties, penalties, fees, or damages awards resulting from, any claims of intellectual property infringement



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We are unrestrictedly liable for damages that have been caused by deliberate intention or by gross negligence.

In cases of slight negligence, we are only liable if we have infringed a fundamental duty and if the purpose of the contract is threatened thereby or if we have infringed duties that have to be fulfilled for the duly contract implementation and if you generally rely on the fulfillment of these duties. In the aforementioned cases, we are only liable for typical, foreseeable damages at the time the respective Service was performed.

We will not be liable by reason of any failure to timely perform our duties hereunder due to an event beyond our reasonable control, including acts of God; acts of terrorism; civil unrest; war; fires; power cuts; epidemics or for initial defects without fault (§ 536a (1) German Civil Code (BGB))

If we are not liable or our liability is restricted hereunder, this also applies to the personal liability of our employees, legal representatives, and assistants in performance.

The aforementioned restrictions of liability do not apply to cases of damages to life, body, or health, to cases of warranting for the condition of a product, and to cases of fraudulent concealment of defects by us, our legal representatives or assistants in performance or under the German Product Liability Act (Produkthaftungsgesetz).

We are liable for the loss of data only up to the amount that would have been incurred to restore the data if it had been properly and regularly backed up.

In deviation from the foregoing, the following shall apply to you as a user of a free plan: We are not obligated to remedy a defect in the Service. If you suffered harm from a defect, we owe damages only if the defect was wilfully concealed by us. Otherwise, our liability is limited to intention and gross negligence.

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#### **US Specific**

If you're a Business Customer or Organization:

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unlawful use of the services or violation of these terms or service-specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.

- If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities.

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- To the extent allowed by applicable law, you'll indemnify Adsynthetica and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the Services or violation of these terms or Service-specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.
- If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities.
- Adsynthetica won't be responsible for the following liabilities:
  - loss of profits, revenues, business opportunities, goodwill, or anticipated savings
  - indirect or consequential loss
  - punitive damages