

Proddis Ltd: Terms of Use

Effective Date: 22/08/2023

Welcome to Proddis Ltd ("Proddis," "we," "us," or "our"). These **Terms of Use ("Terms")** govern your use of our **AI products and services ("Products")** offered through our platforms, websites, applications, and related services (collectively referred to as the "Services"). By accessing or using our Services, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, you may not access or use our Services.

These **Terms of Use** apply when you use the services of **Proddis Ltd**, a Cyprus-based company, or our affiliates, including our application programming interface, software, tools, developer services, data, documentation, and websites ("Services"). The Terms include other documentation, guidelines, or policies we may provide in writing. By using our Services, you agree to these Terms.

Our Privacy Policy explains how we collect and use personal information.

1. Acceptance of Terms

By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

2. Use of Services and Registration

2.1 Eligibility: You must be at least 18 years old and have the legal capacity to enter into these Terms. By using our Services, you represent and warrant that you meet these eligibility requirements.

2.2 Registration: In order to access certain features or areas of the Services, you may need to create an account. You agree to provide accurate and up-to-date information during the registration process and to keep your account information updated.

If you are using the Services on behalf of another individual or entity, you must possess the necessary authority to accept these Terms on their behalf. It is imperative that you furnish precise and comprehensive information during the account registration process. You are prohibited from sharing your access credentials or account details with individuals external to your organization. Consequently, you are accountable for all activities conducted using your credentials.

3. Usage Requirements, Restrictions, and Services

3.1 License and Usage

License to Use: Proddis grants you a limited, non-exclusive, non-transferable, and revocable license to utilize the Services for internal business purposes, subject to the conditions outlined in these Terms.

Usage Restrictions: You are bound by the following usage restrictions: (a) refrain from violating any applicable laws or regulations; (b) avoid infringing upon the rights of Proddis or third parties; (c) refrain from employing the Services for illegal, detrimental, or unauthorized purposes; (d) abstain from attempting to access, manipulate, or compromise our systems, security, or networks; (e) avoid using the Services in a way that could impair or disable their functionality.

3.2 Use of Services

(a) Service Access: You are granted a non-exclusive, non-transferable right to access and utilize the Services as stipulated in these Terms. Your usage of the Services should adhere to these Terms and all relevant legal stipulations. Ownership of the Services, inclusive of all rights, title, and interest, remains with us and our affiliates.

(b) Feedback: We value your feedback, ideas, comments, proposals, and suggestions for enhancing our services. If you provide such input, we reserve the right to use it without any limitations or compensation to you.

(c) Limitations: You are prohibited from (i) using the Services in a manner that violates or infringes upon the rights of any individual; (ii) attempting to uncover the source code or fundamental elements of models, algorithms, and systems of the Services, except where this contradicts applicable law; (iii) using the Services' output to create competing models for Proddis Ltd; (iv) except through permissible API usage, utilizing automated methods to extract data or output, including practices like scraping or web data extraction; (v) misrepresenting that output from the Services was produced by a human when it was not or violating our Usage Policies; (vi) trading, purchasing, or transferring API keys without our prior consent. Compliance with our documentation's rate limits and other specifications is mandatory. You are authorized to use Services only in regions currently supported by Proddis Ltd.

(d) Third-Party Services: The usage of third-party software, services, or products alongside our Services is subject to the terms and conditions of those third-party offerings. We bear no responsibility for such third-party products.

(e) Beta Services: This section governs the utilization of services or features provided by Proddis on an alpha, preview, early access, or beta basis ("Beta Services"). Beta Services are provided for testing and evaluation purposes "as is." Proddis does not provide any warranties, explicit or implied, for Beta Services, including warranties of availability, continuity, or security. We expressly disclaim all warranties related to Beta Services to the extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, and quiet enjoyment. This also encompasses warranties arising from any course of dealing or trade usage.

4. Content, Intellectual Property, and User Content

4.1 Ownership

Ownership: The Services, along with the provided content such as text, images, graphics, logos, and software, belong to Proddis or its licensors. These elements are safeguarded by copyright, trademark, and other intellectual property laws.

4.2 User Content

Your Content: Any content you contribute or upload to the Services remains your exclusive property. By using the Services, you grant Proddis a non-exclusive, royalty-free, global license. This allows Proddis to utilize, reproduce, modify, adapt, publish, translate, distribute, and display your content to enhance and provide the Services.

(a) Your Content

Input and Output: You can provide input ("Input") to the Services and receive generated output ("Output") based on that Input. Together, Input and Output constitute "Content." As per applicable law and compliance with these Terms, Input remains under your ownership. Proddis Ltd assigns to you all its rights, titles, and interests in Output, allowing you to use Content for various purposes, including commercial ones like sale or publication, in line with these Terms. Proddis Ltd may use Content to maintain and provide the Services, comply with the law, and enforce policies. Ensuring your Content adheres to laws and these Terms is your responsibility.

(b) Similarity of Content

Content Similarity: The nature of machine learning implies that Output might not be unique to individual users. The Services could generate similar Output for Proddis Ltd and third parties. For instance, inputting text like "Very good place." might yield "Thank you." Other users could input similar text and receive identical responses, but these responses for other users aren't considered your Content.

(c) Use of Content to Improve Services

Enhancing Services with Content: We can use Content from our Services to refine offerings. Should you prefer your Content not enhance our Services, email your login email, organization name, and ID to: consent@proddis.com. Note this might limit Services' capacity to cater to your needs effectively.

(d) Accuracy

Content Accuracy: As AI and machine learning evolve, we're dedicated to refining Services for accuracy, reliability, safety, and utility. Due to the probabilistic nature of machine learning, our Services could sometimes produce inaccurate Output. Assess Output accuracy for your use case, considering human review.

5. Fees and Payments

(a) Charges and Billing: All charges associated with your account ("Charges") must be paid in accordance with the pricing and terms specified on the relevant pricing page or as mutually agreed upon in writing. We retain the right to rectify pricing errors or inaccuracies, even if an invoice has already been issued or payment received. Accurate and complete billing information, including a valid and authorized payment method, must be provided. We will charge the payment method at agreed-upon intervals, although the charge posting date may be reasonably modified. You hereby authorize Proddis Ltd, its affiliates, and our third-party payment

processor(s) to debit your payment method for the applicable Charges. In instances of failed payment, we will notify you in writing and may suspend access to the Services until payment is received. Charges are payable in Euros and are due upon issuance of the invoice. Payments are nonrefundable unless otherwise specified in this Agreement.

(b) Taxes: Unless explicitly stated, Charges do not encompass federal, state, local, and international taxes, levies, and comparable evaluations ("Taxes"). You are accountable for any Taxes linked to your purchase, apart from Taxes based on our net income. We may furnish you with an invoice for these Taxes. You consent to promptly fulfill such Tax obligations and provide us with the requisite documentation to demonstrate payment, or any other appropriate proof we may reasonably request. For tax supply purposes, Proddis Ltd uses the name and address in your account registration, so it's vital to keep this information accurate and up-to-date.

(c) Price Adjustments: Changes in our pricing will be communicated by updating your account and/or posting on our website. Adjusted prices will become effective fourteen (14) days following their announcement, except for modifications instated for legal reasons or for Beta Services, which will be enacted immediately. Any price alterations will be applicable to Charges imposed on your account immediately after the effective date of the amendments.

(d) Disputes and Delinquent Payments: If you wish to dispute any Charges or Taxes, please contact invoice@proddis.com within thirty (30) days from the date of the contested invoice. Uncontested overdue amounts may incur a finance charge of 1.5% of the unpaid balance each month. Should any portion of your Charges remain unpaid, we reserve the right to suspend your access to the Services, following written notification of the overdue payment.

(e) Free Usage Tier: Utilizing multiple accounts to exploit credits offered in the free usage tier of our Services is prohibited. If we suspect misuse of the free tier, we may implement standard charges or suspend your access to the Services, at our discretion.

6. Confidentiality

(a) Confidentiality

You might gain access to Confidential Information from Proddis Ltd, its affiliates, and other third parties. You should use this Confidential Information only as necessary to utilize the Services within the limits defined by these Terms. Sharing Confidential Information with any external party is prohibited, and you must handle Confidential Information with a level of care similar to how you safeguard your own confidential information. Confidential Information pertains to nonpublic details designated as confidential by Proddis Ltd, its affiliates, or third parties, or details that should reasonably be perceived as confidential given the context. This includes software, specifications, and other confidential business information. Confidential Information, however, does not encompass information that: (i) becomes publicly available through no fault of yours; (ii) you already possessed without confidentiality obligations when received under these Terms; (iii) is disclosed to you by a third party without confidentiality obligations; or (iv) you independently generated without utilizing Confidential Information. You can disclose Confidential Information when legally compelled or pursuant to a valid court or governmental authority order, provided you notify Proddis Ltd in advance and endeavor to restrict the scope of disclosure, including supporting us in contesting the disclosure request whenever feasible.

(b) Security

You must establish and apply rational and suitable measures intended to enhance the security of your access to and use of the Services. If you identify any vulnerabilities or breaches connected to your utilization of the Services, you are obligated to promptly notify Proddis Ltd and provide details about the vulnerability or breach.

(c) Processing of Personal Data

If you utilize the Services for processing personal data, you must provide legally adequate privacy notices and acquire the requisite consents for such data processing. By using such data, you assert that you adhere to applicable laws.

7. Privacy and Data

7.1 Data Handling: Proddis respects your privacy and handles your data in accordance with our Privacy Policy [provide link]. By using our Services, you consent to the practices outlined in the Privacy Policy.

8. Indemnification; Disclaimers of Warranties; Liability Limitations

8.1 Indemnification: You agree to defend, indemnify, and hold Proddis Ltd, our affiliates, and our personnel harmless against any claims, losses, or expenses (including legal fees) that arise due to your use of the Services, including your Content, the products or services you create or offer in connection with the Services, and any breach of these Terms or violation of relevant laws.

8.2 Disclaimer: **THE SERVICES ARE OFFERED "AS IS."** UNLESS PROHIBITED BY LAW, PRODDIS LTD, ALONG WITH OUR AFFILIATES AND LICENSORS, DOES NOT PROVIDE WARRANTIES—EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE—CONCERNING THE SERVICES. ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, ARE DISCLAIMED. WE DO NOT GUARANTEE UNINTERRUPTED, ACCURATE, ERROR-FREE SERVICES, NOR THE SECURITY OR PRESERVATION OF ANY CONTENT.

8.3 Limitations of Liability: **NEITHER PRODDIS LTD NOR ANY OF OUR AFFILIATES OR LICENSORS SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES,** INCLUDING DAMAGES ARISING FROM LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE LARGER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRIOR TO THE LIABILITY ARISING, OR ONE HUNDRED EUROS (€100). THE LIMITATIONS OUTLINED IN THIS SECTION APPLY ONLY TO THE GREATEST EXTENT PERMITTED BY RELEVANT LAW.

9. Termination

Proddis retains the authority to suspend or terminate your access to the Services at its sole discretion, without prior notice or liability, for any reason.

Termination and Suspension: These Terms are effective upon your first use of the Services and remain valid until terminated. You hold the right to terminate these Terms at any time by discontinuing use of the Services and Content. Proddis Ltd holds the right to terminate these Terms, providing you with a minimum of 30 days' notice. We may terminate these Terms immediately if you materially breach Sections 2 (Usage Requirements), 5 (Confidentiality, Security, and Data Protection), 8 (Dispute Resolution), or 9 (General Terms), if circumstances beyond our control alter relationships with third-party technology providers, or to comply with legal obligations or government requests. If you fail to adhere to these Terms, if your usage poses security risks, or if we suspect fraudulent use that could result in liability, we may suspend your access.

Effects of Termination: Upon termination, you must cease using the Services and expeditiously return or destroy any Confidential Information upon our instruction. Sections of these Terms that naturally survive termination or expiration shall remain in effect.

10. Changes to Terms

10.1 Changes: Proddis reserves the right to update or modify these Terms at any time. Continued use of the Services after such changes constitutes your acceptance of the modified Terms.

11. Dispute Resolution

11.1 Mandatory Arbitration: Any dispute, claim, or controversy arising from or relating to these Terms or their breach, including disputes concerning their interpretation, violation, nullity, invalidity, non-performance, or termination, will be resolved through binding arbitration.

11.2 Informal Dispute Resolution: Prior to initiating arbitration, both parties commit to seeking an informal resolution by communicating through the provided contact information. If the dispute remains unresolved within a reasonable timeframe (not exceeding 30 days), either party may proceed to arbitration.

11.3 Severability: If any part of this Section 11 is deemed unenforceable or invalid, the provision will be limited or removed to the minimum extent necessary, ensuring the rest of the Terms remain in full force.

11.4 Class Action Waiver: By agreeing to these Terms, you waive your right to participate in class actions or representative proceedings against Proddis Ltd, both in arbitration and in court.

11.5 Opt-Out: You have the right to opt out of the mandatory arbitration and class action waiver provisions. To do so, you must provide written notice to us at notices@proddis.com within 30 days of accepting these arbitration terms or any relevant changes.

11.6 Informal Resolution Prior to Legal Action: Before initiating any formal legal proceedings, you and Proddis Ltd agree to attempt informal resolution by notifying the other party at notices@proddis.com, providing your name, a description of the dispute, and the desired resolution. If a resolution isn't reached within 60 days, you may proceed with formal action. This 60-day period suspends any applicable statute of limitations.

11.7 Online Dispute Resolution (EU Residents): For EU residents, the European Commission provides an online dispute resolution platform accessible at <https://ec.europa.eu/consumers/odr>.

11.8 Non-Waivable Rights: Nothing in this section will be interpreted as waiving or limiting the right to seek public injunctive relief or any other non-waivable right, pending a ruling on the claim's substance by the arbitrator.

12. Governing Law and Jurisdiction

12.1 Governing Law and Jurisdiction: These Terms are governed by the laws of the Republic of Cyprus, and any disputes arising from or relating to these Terms will be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus.

13. General Terms

13.1 Entire Agreement: These Terms represent the complete agreement between you and Proddis concerning the usage of the Services.

13.2 Relationship and Independence: These Terms do not create a partnership, joint venture, or agency relationship between you and Proddis Ltd or any affiliates. Both parties operate as independent contractors, lacking authority to obligate the other without written consent.

13.3 Use of Brands: Using Proddis Ltd's or its affiliates' names, logos, or trademarks necessitates prior written consent.

13.4 Commercial Software: The Services qualify as commercial computer software and related documentation, created entirely at private expense.

13.5 Copyright Complaints: Notify us at the address below for copyright infringement concerns. We may terminate accounts of repeat infringers and remove alleged infringing content. Proddis Ltd, 41st, Misiaouli & Kavazoglou, 2nd Floor, Office 203, 3016 Limassol, Cyprus, Attn: General Counsel / Copyright Agent

13.6 Assignment and Delegation: Rights and obligations under these Terms cannot be assigned or delegated without written consent. Assignments by Proddis Ltd may occur due to mergers, acquisitions, or asset sales.

13.7 Modifications: We may amend these Terms and notify you 30 days before changes take effect, except for immediate-effect changes. Continued usage after change acknowledgment implies agreement.

13.8 Notices: Notices must be in writing. Notifications may utilize provided registration information or the associated email address. Service occurs on the receipt date for emails and courier delivery for postal items.

13.9 Waiver and Severability: Proddis Ltd's lack of immediate action against non-compliance doesn't relinquish rights. Invalid parts will be enforced to the maximum extent possible without affecting other terms.

13.10 Export Controls: Compliance with export controls and sanctions laws is required. Obligations related to knowing your end users are essential.

13.11 Equitable Remedies: Proddis Ltd reserves the right to seek injunctive relief and legal remedies for any breach, recognizing the potential harm caused.

13.12 Entire Agreement: These Terms, incorporating policies within them, constitute the complete agreement, superseding previous agreements.

13.13 Jurisdiction, Venue, and Choice of Law: The Republic of Cyprus laws govern these Terms. Claims will be brought exclusively in Cyprus courts.

14. Contact Us

If you have any questions or concerns about these Terms, please contact us at info@proddis.com.

By accessing and using our Services, you acknowledge that you have read, understood, and agreed to these Terms of Use.