

The terms of service (fusionbrain.ai)

This document titled “The terms of use” is an offer of the FusionBrain Platform Administration (the Administration) to conclude an agreement under the terms and conditions given below. The Agreement shall be equal to a contract compiled in writing and shall constitute a contract of adhesion as per Art. 428 of the Civil Code of the Russian Federation (CC) and to be executed with the Administration represented by Artificial Intelligence Institute Non-Commercial Organization. The User shall carefully read and understand the terms and conditions of the terms of use prior to the use of the Platform.

1. General Terms and Conditions of the Agreement

1.1. The following terms and definitions shall be referenced herein and in respect of the relations of the Parties arising herefrom:

Authorization shall mean the procedure of registration (credentials input) and authentication of a User on the Platform that grants access to the Program.

User Content shall mean any information, intellectual property products and other means of individualization to be placed on (uploaded to) and demonstrated by the User by using the Platform.

Platform Fusion Brain/Platform shall mean a software package including Internet websites hosted in fusionbrain.ai and its subdomains (the Website) and the Software (SW, Program).

Software (SW, program) shall mean computer programs placed on the Website with the algorithms allowing for changes, modifications, and creation of new objects on the basis of data which are set by the User in relevant data input fields on the Platform.

User shall mean an individual who has reached the age of 18 and signed this Agreement following its own interests or acting on behalf of and in the interests of the legal entity represented by such an individual.

Generated Content shall mean elements, information, other objects represented graphically and generated (created) by the User with the help of the Program via Platform interface (or using API) that are intellectual property products/ means of individualization or other than that, the rights (including the exclusive right for intellectual property products/ means of individualization) which are owned by the User.

Request – placement (upload, demonstration) of User Content using the Platform for the purpose of creating Generated Content.

Functionality shall mean a set of opportunities (functions) provided by the Platform and/or Software.

Agreement shall mean this agreement including all supplements and amendments hereto.

The End User is a capable individual who has reached the age of 18, who uses the Platform in his own interest by joining the Agreement provided to him by the User using the Platform through the API.

2. Subject Matter of Agreement

2.1. The Platform shall be used only as per the terms and conditions of the Agreement. If the User does not accept the terms and conditions of the Agreement in full, the User may not use the Platform for any purposes. No use of the Platform in violation of (failure to comply with) any term or condition of the Agreement shall be permitted.

2.2. By using the Platform in any way, the User shall grant complete and unconditional consent with the terms and conditions of the Agreement.

2.3. As per the terms and conditions of the Agreement, the Administration shall provide access to the functions of the Platform and/or Software to Users, without charge, and the User has the right to use the Platform for any commercial or non-commercial purposes that do not contradict the legislation of the Russian Federation and under the terms of this Agreement.

2.4. The use of the Platform is carried out by the User remotely via the Internet.

The User undertakes to independently organize and provide his access to the Internet. The organization and provision of Internet access is not the responsibility of the Administration.

2.5. The functional features of the Platform and/or Software shall allow users to navigate the content placed on the Platform and/or generate new/modified (processed) images basing on data set by the User in relevant data input fields, with the use of artificial intelligence technologies.

2.6. The latest version of the Agreement shall be accessible at <https://fusionbrain.ai/static/fusion/docs/agreement.pdf>. The Agreement may be unilaterally changed by the Administration without sending a relevant notice to the User. The latest version of the Agreement shall be binding starting from the date it is released. Users shall track changes introduced to the Agreement on their own.

3. Rights and obligations of the parties

3.1. The Administration has the right to:

3.1.1. Determine the structure, appearance, and content of the Platform, as well as the information and materials contained on the Platform;

3.1.2. Without any notice and/or explanation of reasons, restrict or prohibit (temporarily or permanently) the availability of the Platform to any User and/or all Users, including in the event of a User violating the terms of the Agreement and/or applicable law of the Russian Federation;

3.1.3. Set limits and restrictions on the use of the Platform, its individual functions, and apply them at its own discretion without prior notice and consent of the User;

3.1.4. Carry out scheduled and unscheduled maintenance work on the Platform, for which it may temporarily suspend the operation of the Platform. The Administration may at its discretion notify the User of the time of these works and/or their duration and/or their nature by posting relevant notifications on the Platform;

- 3.1.5. Remove without any reasons and without warning the Software posted on the Platform;
- 3.1.6. At any time without prior notice to the User, unilaterally restrict, expand, supplement, modify and otherwise change the functional capabilities of the Platform, as well as any elements and parts of the Platform;
- 3.1.7. Restrict access to the Platform, its functionality and functional capabilities from certain IP addresses;
- 3.1.8. Remove or block without warning the Content specified in clause 4.1. of the Agreement, and/or any User Content uploaded by the User, which may violate the legislation of the Russian Federation, the provisions of the Agreement, the rights of other Users or third parties, cause them harm or threaten security;
- 3.1.9. Send the User a warning (notification) about the User's violation of the provisions of this and/or current legislation of the Russian Federation. Failure to send such a warning (notification) does not deprive the Administration of the right to restrict or prohibit the User's access to the Platform, delete/block any User Content.
- 3.2. The User agrees to:
 - 3.2.1. Use the Platform strictly in accordance with the terms of this Agreement and the legislation of the Russian Federation;
 - 3.2.2. Not to use devices and other software and hardware tools that can disrupt the operation of the Platform;
 - 3.2.3. Immediately inform the Administration about all known cases of unlawful use of the Platform by third parties;
 - 3.2.4. Identify and report to the Administration any errors in the operation of the Platform;
 - 3.2.5. Immediately inform the Administration about all cases of Generated Content, as specified in paragraph 4.1 of the Agreement.
- 3.3. When using the Platform, the User is prohibited from:
 - 3.3.1. Posting (uploading) and/or creating (generating) Content using the Platform, as specified in paragraph 4.1 of the Agreement;
 - 3.3.2. Bypassing technical restrictions on the use of the Platform;
 - 3.3.3. Studying the technology, decompiling, disassembling, modifying, modifying the software on which the Platform operates;
 - 3.3.4. Taking actions aimed at disrupting the operation and functionality of the Platform; taking actions that may lead to disruption or failure in the operation of the Platform;
 - 3.3.5. Uploading (posting) on the Platform User Content containing personal data of the User and/or third parties, data constituting state, banking, tax, commercial, medical and other secrets protected by law;
 - 3.3.6. Creating Requests and/or a sequence of Requests on the Platform aimed at creating (generating) Generated Content, knowingly containing Content, as specified in paragraph 4.1 of the Agreement.

4. Software Use Rules

4.1. From the start of the Software use, the User agrees not to create, form, upload and/or distribute any text materials and/or images (the prohibited Content) which:

- Contain description/visual representation of threats, discrediting information, infringement of rights, offences, as well as data damaging honor, dignity and business reputation;
- Contain dirty language;
- Contain vulgar or indecent information, pornography images or texts or sexual scenes;
- Contain description/visual representation of body fluids, indecent gestures or other indecent/disagreeable things which can shock or cause disgust;
- Contain violence including description/ visual representation of physical assaults, sacrificial offerings, tortures, battles, consequences of wars/military operations and terrorist attacks;
- Contain description/ visual representation of methods and means of self-attempted injuries/ suicide, attempted suicide or any incitement to a suicide;
- Contain description/ visual representation of scenes showing cruelty to animals;
- Contain description/ visual representation of discrimination or incitement to hatred and conflict in relation to certain individuals or groups basing on any of the given characteristics: age, caste, physical disability, ethnic origin, gender identity and personal identity, nationality, race, immigration status, religion, sex/gender, and sexual orientation;
- Contain extremist materials;
- Encourage illegal activity or contain advice, instructions or guidance for the performance of criminal actions;
- Contain restricted access information including but not limited to state and commercial secrets and privacy of third parties;
- Contain ads and describe the attractiveness of taking alcohol and drugs.

4.2. In the course of Platform Use the User shall be aware of the Generated Content being created using artificial intelligence technologies, which excludes any supervision of the Generated Content by the Administration. The User shall treat the Platform Use deliverables in a responsible manner and prevent further use (including storage) and/or distribution of the Generated Content non-compliant with applicable laws, unless such Generated Content is submitted to the Administration itself. The User shall be fully liable for the use and/or distribution of the Generated Content that violates laws.

4.3. The User shall immediately notify the Administration technical support of the fact that the Generated Content in the User's opinion violates the requirements of Russian law and is inherently Prohibited Content. Such a notice shall be emailed to: hello@fusionbrain.ai.

4.4. The User shall be solely liable to third parties for its actions connected to the use of the Platform, including when such actions result in infringement of rights and legal interests of third parties, as well as for the compliance of Russian laws in the course of the Platform use.

4.5. The Administration shall reserve its right to inform the relevant authorities on any illegal actions become known to it and connected to the Platform and/or Software use.

4.6. The User using the Platform via the API is obliged to ensure that the Functionality of the Platform is used by End Users on terms similar to those specified in this Agreement. In order to fulfill this obligation, the User places an agreement on his Internet resource, which specifies the relevant conditions.

5. Requests

5.1. During the User's Authorization on the site, the Administration and/or a person acting on behalf of the Administration processes personal data. The platform is not intended for sending a Request containing personal data of third parties or the User himself.

5.2. The User, when sending a Request, undertakes:

5.2.1. not to transmit a Request containing the User's personal data and/or third parties;

5.2.2. not to send a Request or sequence of Requests implying the creation (generation) of Generated Content containing the User's personal data and/or third parties.

5.3. The Administration is unaware and cannot be aware of the presence in the Request, User Content and/or Generated Content of the User's personal data and/or third parties. The presence of the User's personal data and/or third parties in the Generated Content can occur solely based on a Request sent in violation of clause 5.2. of this Agreement by the User.

5.4. In the event that the Administration and/or a person acting on behalf of the Administration actually begins to process the User's personal data and/or third parties due to the User's violation of clause 5.2. of the Agreement, the User undertakes to provide a legal basis for the processing of the specified personal data by the Administration and/or a person acting on behalf of the Administration from the moment such processing begins.

5.5. At the request of the Administration and/or a person acting on behalf of the Administration, the User undertakes within 3 (three) working days from the day of receiving the corresponding request from the Administration and/or a person acting on behalf of the Administration, to provide the Administration and/or a person acting on behalf of the Administration with confirmation of providing the Administration and/or a person acting on behalf of the Administration with a legal basis for the processing of the User's personal data and/or a third party by the Administration and/or a person acting on behalf of the Administration.

5.6. In case of claims, claims, lawsuits from third parties (in particular, subjects of personal data or their legal representatives), or authorized public authorities about the violation of the User's rights, third parties and/or requirements of the current legislation, which was committed by the Administration and/or a person acting on behalf of the Administration, as a result of the User's violation of his obligations provided for in clause 5.2. of this Agreement, the User undertakes to take all available measures in accordance with the law (in agreement with the Administration and/or a person acting on

behalf of the Administration,) to settle disputes with such third parties and authorized public authorities, providing the Administration and/or a person acting on behalf of the Administration with all necessary assistance, as well as to compensate the Administration and/or a person acting on behalf of the Administration for losses incurred as a result of the User's violation of clause 5.2. of this Agreement, in full, including amounts paid by the Administration and/or a person acting on behalf of the Administration, administrative fines, compensations, other expenses, as well as lost profit.

5.7. The Administration and/or a person acting on behalf of the Administration processes the User's personal data obtained (collected) during the User's Authorization on the Platform, for the purpose of providing the possibility of Using the Platform (exercising rights and fulfilling obligations under this Agreement). The processing of such data is carried out in accordance with the Policy on the processing of personal data on the fusionbrain.ai website (<https://fusionbrain.ai/static/fusion/docs/personal.pdf>) and the requirements of the legislation of the Russian Federation on personal data.

5.8. In the event that the Administration and/or a person acting on behalf of the Administration, in connection with the User's Use of the Platform, receives and/or will receive data that can be attributed to personal data in other cases (for example, data obtained when the User contacts the Administration, contrary to the prohibitions established by the Agreement for the User), then the processing of such data will also be carried out in accordance with the Policy on the processing of personal data on the fusionbrain.ai website (<https://fusionbrain.ai/static/fusion/docs/personal.pdf>) and the requirements of the legislation of the Russian Federation on personal data.

6. Intellectual Property

6.1. The right for the Software as well as any other intellectual property items placed on the Platform shall be owned by the Administration and/or its affiliated parties, and/or third parties which granted the rights for the use of their intellectual property items to the Administration. The Administration shall not grant or alienate to the User the exclusive rights for the Software and other materials which constitute intellectual property items not covered by this Agreement.

6.2. The User shall hold exclusive rights for the content.

6.3. The exclusive rights for the images created/modified (processed by the User) with the help of the Software (the Generated Images) shall be owned by the User starting from the time of generation (the Acquisition) with the help of the Software.

6.4. Starting from the time of acquisition of the Generated Images, the User shall grant a royalty-free nonexclusive license to the Rights Holder of the Software for the use of the Generated Images in the form of image reproduction, sales or any other alienation, import with the aim of distribution, public demonstration, processing, implementation of an architectural, design or urban planning or park-and-garden design project, making the Generated Images publicly available for the term of exclusive rights protection and with the area of use — globally, starting from the date of images generation with the help of the Software. Starting from the time of acquisition of the Generated Images, the User shall grant a

permit to the Rights Holder of the Software for making any changes, contractions and amendments to the Generated Images including but not limited to a permit to make amendments, illustration, foreword and postscript, comments or any other explanations, trademarks and symbols which are not registered trademarks, graphic and/or text inscriptions in any languages, music, and animation, as well as use of any parts and fragments thereof and give permission for such use to third parties.

6.5. When using the Generated Images the User can give the following reference to its source: “Created by the neural network _____ (name of a neural network)”, e.g.: “Created by Kandinsky neural network.” The User may not reference that images have been created/generated by the Administration and/or its affiliated parties, and/or third parties which granted the right for the use of their intellectual property items, as well as may not use trademarks and any other means of individualization (Chapter 76 of CC) of the abovementioned parties.

7. Responsibility

7.1. The Platform shall be granted for utilization on an “as is” basis and with all shortcomings and “with account of available opportunities.”

7.2. The Administration shall not explicitly or implicitly guarantee and shall not be liable to the User for fault-free and continuous operation of the Platform and/or Software, as well as shall not guarantee the compliance of the Platform/ Software functions with certain objectives and expectations of the User.

7.3. The Administration shall not guarantee to the User that the use of the Generated Images by the User will not infringe intellectual property rights of third parties. The Administration shall guarantee the enforcement of copyright of the Software developers.

7.4. The Generated Images shall be generated by the Software with the pre-set functionality. Therefore, the proposed solutions can coincide with the solutions suggested by other users. The User shall commit all risks connected to the use of the Generated Images with account of the fact that the Generated Images will not be unique or completely original without any creative contribution made by the User in the form of a text and/or any other query.

7.5. The Administration shall not be liable for any direct or indirect loss (including lost profit) resulting from the use of the Platform and /or Software by the User.

8. Final Provisions

8.1. The terms and conditions of the Agreement shall become effective from the date they are approved and remain in force for the entire duration of protection of exclusive rights for the Generated Images acquired by the User with the help of the Software.

8.2. Any disputes and discords arising between the Parties in connection hereto shall be settled by negotiations.

8.3. In case the Parties fail to reach an agreement, a dispute or discord shall be subject to a claim resolution procedure. It shall take 45 calendar days for a claim to be responded.

8.4. Shall it be not possible for the Parties to agree upon a dispute, such a dispute shall be referred to the court residing at the place of the Administration.

8.5. The Agreement shall be governed and interpreted in accordance with Russian law. All other issues not governed hereby shall be settled in accordance with Russian law.

8.6. Shall any of the provisions of the Agreement be found invalid as per Russian law, all other provisions shall remain in force and the Agreement shall be fulfilled by the Parties to the full extent, excluding such an invalid provision.