

User Agreement for Access to the Functionality of the Fusion Brain Platform and Software

This document, the "User Agreement," constitutes an offer by the Administration of the Fusion Brain Platform (hereinafter referred to as the "Administration") to enter into an agreement under the terms and conditions set forth below.

This Agreement is equivalent to a written contract and constitutes an adhesion agreement as defined by Article 428 of the Civil Code of the Russian Federation (hereinafter referred to as the "Civil Code"), concluded with the Administration represented by LLC "S-MARKETING".

Users must carefully read all the terms of this Agreement before starting to use the Platform.

1. General Terms of the Agreement

1.1. The following terms and definitions are used in this document and in the relationships arising from or related to it:

Authorization — the procedure of User registration (entering account details) and authentication on the Platform, enabling access to the Software.

User Content — any information, results of intellectual activity, and means of individualization posted (uploaded), displayed by the User using the Platform.

FusionBrain Platform / Platform — a software complex including websites located at the domain fusionbrain.ai and its subdomains (hereinafter referred to as the "Website"), mobile applications, and Software hosted on the mentioned websites or mobile applications.

Software (Program) — computer programs located on the Website and in mobile applications, the algorithms of which allow the modification, creation, and generation of new objects based on data entered by the User in the corresponding fields on the Platform.

User — a legally capable individual who has reached the age of 18, who has joined this Agreement in their own interest or in the interest of a legal entity that employs the User or on whose behalf the User acts under other agreements/contracts, or a legal entity or individual entrepreneur using the Platform for its own interests, whose representative has joined this Agreement in the interest of such a legal entity, including for the purpose of using the Platform via API.

Generated Content — elements, information, or other objects presented in graphical format, generated (created) by the User using the Software via the Platform interface (or via API), which may or may not constitute results of intellectual activity/means of individualization, the rights (including exclusive rights) to which belong to the User.

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

Functionality — the set of features and capabilities provided by the Platform and/or Software.

Agreement — this Agreement, with all amendments and additions, fully and unconditionally accepted by the User in the manner specified below.

End User — a legally capable individual who has reached the age of 18, using the Platform in their own interest, by joining the Agreement provided by the User utilizing the Platform via API.

SaaS (Software as a Service) — a model for providing the User access to the Platform's functionality via browsers.

Access Fee — the monetary amount that the User agrees to pay the Administration for access to the Platform's functionality in accordance with the Agreement and the selected tariff plan.

Tariff Plan/Tariff — the cost of a possible volume of the Platform's functionality specified in the Price List located on the website fusionbrain.ai, including a description of the scope of functions provided and available to the User after selection and payment of the corresponding Tariff.

2. Subject of the Agreement

2.1. The use of the Platform is permitted only under the terms of this Agreement. If the User does not fully accept the terms of the Agreement, the User has no right to use the Platform for any purpose. The use of the Platform in violation of (or failure to comply with) any term of the Agreement is prohibited. This Agreement governs the relationship between the Administration, the Platform, and the User regarding the basic tariff, for which no fee is charged (zero cost). The relationship concerning all other tariff plans requiring payment is governed by the Access Agreement to the Fusion Brain Platform functionality and software, available at <https://fusionbrain.ai/>.

2.2. By using the Platform in any way, the User fully and unconditionally agrees to all terms of the Agreement.

2.3. Under this Agreement, the Administration grants Users access to the functionality of the Platform and/or Software within the basic tariff, free of charge, and the User may use the Platform for any lawful, commercial, or non-commercial purposes, subject to the terms of this Agreement and applicable Russian law.

2.4. The Platform is used remotely via the Internet. The User shall independently arrange and ensure Internet access. The Administration is not responsible for arranging or providing Internet access.

2.5. The functionality of the Platform and/or Software allows the viewing of materials posted on the Platform and/or the generation of new/modified (processed) images based on data entered by the User into corresponding fields using AI technologies, within the scope of the basic tariff.

2.6. The Platform is intellectual property protected by Part 4 of the Civil Code of the Russian Federation and international treaties. The Administrator guarantees that it has all necessary rights to fulfill this Agreement. The User acknowledges and agrees that the Platform/Software and everything related thereto contains confidential information protected by Russian and international intellectual property laws. The User and third parties acting on the User's behalf may not copy or modify the Software; create derivative programs; access the Software to obtain its source code; or perform other actions infringing on the rights to the Platform/Software.

2.7. All terms of this Agreement apply equally to the Platform as a whole and to its individual components, including all updates.

2.8. The current version of this Agreement is publicly available at https://fusionbrain.ai/static/download/agreement_en.pdf. The Agreement may be unilaterally modified by the Administration without prior notice to the User. The updated version becomes binding upon publication. The User is solely responsible for monitoring such updates.

2.9. By accepting this Agreement, the User (or its representative, including a duly authorized individual) represents and warrants to the Administration that:

- The User (or its representative) has provided accurate information during registration and when preparing payment documents for services;
- The User enters into the Agreement voluntarily and: (a) has fully read the Agreement; (b) fully understands its subject matter; (c) fully understands the meaning and consequences of entering into and fulfilling the Agreement on these terms;
- The User (or its representative) has all the rights and authority necessary to enter into and perform this Agreement.

3. Rights and Obligations of the Parties

3.1. The Administration has the right to:

- 3.1.1. Provide Users access to the Platform's and/or Software's functionality via User authorization on the Platform (account creation) for interaction through the User Profile. Users register by providing a valid email and password. The Administration is not liable if, for reasons beyond its control, including service disruptions of the User's email provider, the User cannot complete registration/authorization.
- 3.1.2. Determine the structure, appearance, content, and materials of the Platform;
- 3.1.3. Restrict or prohibit (temporarily or permanently) access to the Platform for any or all Users without prior notice or explanation, including in cases of User violations of this Agreement or Russian law;
- 3.1.4. Set limits and restrictions on the use of the Platform or specific features, at its sole discretion, without prior notice or User consent;
- 3.1.5. Perform scheduled or unscheduled maintenance on the Platform, temporarily suspending operation. The Administration may, at its discretion, notify Users about such work via announcements on the Platform;
- 3.1.6. Remove Software hosted on the Platform without reason or prior notice;
- 3.1.7. Modify, expand, or restrict the Platform's functionality at any time without prior notice;
- 3.1.8. Restrict access to the Platform and its features from specific IP addresses;
- 3.1.9. Remove or block User Content that may violate Russian law, this Agreement, the rights of other Users or third parties, cause harm, or threaten safety;
- 3.1.10. Send warnings to Users about violations. The absence of such warnings does not deprive the Administration of the right to restrict or prohibit access or remove User Content.

3.2. The User agrees to:

- 3.2.1. Use the Platform strictly in accordance with this Agreement and Russian law;
- 3.2.2. Not use devices, software, or hardware to disrupt Platform functionality;
- 3.2.3. Immediately inform the Administration of any unauthorized use of the Platform by third parties;
- 3.2.4. Detect and report Platform errors to the Administration;
- 3.2.5. Promptly inform the Administration of any Generated Content specified in clause 4.1 of this Agreement.

3.3. The User is prohibited from:

- 3.3.1. Uploading or generating Content via the Platform as specified in clause 4.1 of this Agreement;
- 3.3.2. Circumventing technical limitations of the Platform;
- 3.3.3. Reverse engineering, decompiling, disassembling, modifying the Software underlying the Platform;
- 3.3.4. Taking actions that disrupt or may disrupt the Platform's performance;
- 3.3.5. Uploading Content containing personal data or protected confidential information without proper authorization;

3.3.6. Submitting Requests or sequences of Requests to generate Content that knowingly includes prohibited materials as outlined in clause 4.1 of this Agreement.

4. Rules for Using the Software

4.1. From the moment the User starts using the Software, they agree not to create, formulate, upload and/or distribute text materials and/or images (hereinafter referred to as "Prohibited Content") that:

- contain descriptions/visualizations of threats, defamation, infringement of rights, insults, discrediting of honor, dignity and/or business reputation;
- contain obscene language;
- contain information that is vulgar and indecent, pornographic images and texts or sexually explicit scenes;
- contain descriptions/visualizations of bodily fluids, obscene gestures, or other indecent/unpleasant subjects that may shock or cause disgust;
- contain scenes of violence, including descriptions/visualizations of physical assaults, sacrifices, torture, fights, consequences of wars/military actions and terrorist acts;
- contain descriptions/visualizations of means and methods of self-harm/suicide, attempted suicide, or any incitement to commit suicide;
- contain descriptions/visualizations of cruelty to animals;
- contain descriptions/visualizations of discrimination or incitement of hatred and hostility towards individuals or groups based on any of the following: age, caste, disability, ethnicity, gender identity and self-identification, nationality, race, immigration status, religion, sex/gender, sexual orientation;
- contain extremist materials;
- promote criminal activity or provide advice, instructions, or guidelines on committing criminal acts;
- contain restricted information, including but not limited to state and commercial secrets, or information about the private life of third parties;
- contain advertising or describe the appeal of consuming alcoholic beverages or narcotic substances.

4.2. When using the Platform, the User acknowledges that the Generated Content is created using artificial intelligence technologies, which excludes the Administration's control over the content of the Generated Content. The User must treat the results of using the Platform responsibly and prevent further use (including storage) and/or distribution of Generated Content that does not comply with the law, except for transferring such Generated Content to the Administration itself. The User bears full responsibility for the use and/or distribution of Generated Content that violates the law.

4.3. The User undertakes to promptly notify the Administration's technical support at hello@fusionbrain.ai if, in the User's opinion, the content of the Generated Content violates the legislation of the Russian Federation and constitutes Prohibited Content.

4.4. The User is solely responsible to third parties for their actions related to the use of the Platform, including cases where such actions lead to violations of the rights and legitimate interests of third parties, as well as for compliance with the legislation of the Russian Federation when using the Platform.

- 4.5. The Administration reserves the right to report to the relevant authorities any unlawful actions related to the use of the Platform and/or Software that come to its attention.
- 4.6. A User who uses the Platform via API is obliged to ensure that the Platform's functionality is made available to End Users under conditions similar to those specified in this Agreement. To fulfill this obligation, the User must post an agreement containing the relevant conditions on their Internet resource.

5. Requests and Personal Data

- 5.1. The Platform/Site is not intended for submitting Requests containing the User's and/or third parties' personal data, or data constituting state, banking, tax, commercial, medical, or other secrets protected by law.
- 5.2. When submitting a Request, the User agrees to:
- 5.2.1. Not submit any Request containing any personal data of the User and/or third parties, or data constituting state, banking, tax, commercial, medical, or other secrets protected by law;
- 5.2.2. Not submit a Request or sequence of Requests that implies the creation (generation) of Generated Content containing any personal data of the User and/or third parties, or data constituting state, banking, tax, commercial, medical, or other secrets protected by law.
- 5.3. When registering/logging into the Platform/Site, the processing of personal data is carried out under the procedure and conditions set forth in the Agreement and the Personal Data Processing Policy (https://fusionbrain.ai/static/download/personal_en.pdf). By accepting the terms of the Agreement, the User unconditionally accepts the terms of the Personal Data Processing Policy.
- 5.4. The functionality of the Platform, provided under the conditions of the Agreement, is not intended for submitting Requests containing personal data of either third parties or the User.
- 5.5. The Administration is not aware of and cannot be aware of the presence of the User's and/or third parties' personal data in the User's Request and/or Generated Content. The presence of personal data of the User and/or third parties in the Generated Content may occur solely based on a Request submitted by the User in violation of clauses 5.2 and 5.4 of the Agreement.
- 5.6. If the Administration actually starts processing the User's and/or third parties' personal data due to the User's violation of clauses 5.2 and 5.4 of the Agreement, the User agrees to provide a lawful basis for the Administration to process such personal data from the moment such processing begins (in particular, the User shall collect the necessary consents for personal data processing before processing begins), and shall also notify third parties about the processing of their personal data by the Administration in accordance with clause 1, part 4, article 18 of the Federal Law "On Personal Data" dated 27.07.2006 No. 152-FZ.
- 5.7. Upon request from the Administration, the User agrees to provide confirmation of a lawful basis for the Administration to process the User's and/or third party's personal data within 3 (three) business days from receiving the respective request from the Administration. If such lawful basis is consent for the processing of personal data, the User agrees to provide the Administration with a scanned copy of the signed consent. The Administration may also request the User to provide the text of such consent in the form proposed by the Administration.
- 5.8. In case of claims, complaints, or lawsuits filed against the Administration by third parties (in particular, personal data subjects or their legal representatives) or authorized public authorities regarding the violation by the Administration of the rights of the User, third parties, and/or applicable law, which resulted from the User's breach of obligations under clauses 5.2 and 5.4 of the Agreement, the User agrees to take all legally available measures (as agreed with the Administration) to resolve disputes with such third parties and authorized public authorities, to provide the Administration with all necessary assistance, and to compensate the Administration for any damages incurred as a result of the User's violation of clauses 5.2 and 5.4 of the Agreement in full, including amounts of administrative fines, compensations, and other expenses paid by the Administration.

6. Intellectual Property

6.1. The rights holder of the Software and other intellectual property objects placed on the Platform is the Administration and/or third parties who have granted the Administration the right to use their intellectual property objects. The Administration does not transfer exclusive rights to the Software or any other materials constituting intellectual property not mentioned in this Agreement to the User.

6.2. Exclusive rights to the Content belong to the User.

6.3. Exclusive rights to the images created/modified (processed by the User) using the Software (hereinafter referred to as "Generated Images") belong to the User from the moment they are generated (received) using the Software.

6.4. From the moment of receiving the Generated Images, the User grants the Software Right Holder a free, non-exclusive license to use the Generated Images by means of reproduction, distribution through sale or other disposal, importation for distribution purposes, public display, processing, practical implementation of architectural, design, urban planning, or landscape gardening projects, public disclosure, valid for the entire term of protection of the exclusive rights and worldwide territory from the moment they are generated using the Software. From the moment of receiving the Generated Images, the User grants the Software Right Holder permission to make any changes, reductions, and additions to the Generated Images, including but not limited to the right to provide them with additions, illustrations, prefaces, afterwords, comments, or any explanations, trademarks, designations not registered as trademarks, graphic and/or text inscriptions in any language, music, animation, to use any parts, fragments thereof, as well as to permit such use by third parties.

6.5. When using Generated Images, the User may indicate the source as follows: "created using the neural network (name of the neural network)". The User may not claim that the images were created/generated by the Administration and/or third parties who have granted the right to use their intellectual property objects, nor may the User use trademarks or other means of individualization (Chapter 76 of the Civil Code of the Russian Federation) of such persons.

6.6. The Software/Platform is the result of intellectual activity and the subject of copyright (Computer Program), which is governed and protected by the legislation of the Russian Federation on intellectual property and international law.

6.7. The Platform's operating algorithms and source code (including parts thereof) are the commercial secret of the Rights Holder. Any actions in relation to the Platform not listed in this Agreement as lawful and not infringing upon the Administration's rights are deemed illegal and regarded as an infringement of the Administration's rights, which is sufficient grounds for termination of this Agreement without refund of paid funds and for filing a claim aimed at protecting the infringed right.

6.8. The Administration guarantees that it has all the necessary rights to provide access to the Platform, including related documentation.

6.9. Liability for copyright infringement regarding the Software arises in accordance with the current legislation of the Russian Federation.

6.10. Under no circumstances may the User remove or obscure copyright, trademark, or proprietary notices.

7. Liability

7.1. The Parties understand that the Platform is based on software, and the Administration makes no express or implied warranties that the Platform will meet the User's requirements or expectations, or that it will fulfill the User's goals and objectives. Access to the Platform is provided on an "As Is" and "as available" basis, in accordance with common international practice. The User uses the Platform at their own risk. The Administration is not responsible for the Platform's fitness for the User's intended use or economic expectations.

- 7.2. The Administration does not explicitly or implicitly guarantee the error-free and uninterrupted operation of the Platform and/or Software, nor does it guarantee that the Platform and/or Software will meet the User's specific goals or expectations.
- 7.3. The Administration does not guarantee that the User's use of Generated Images will not infringe the intellectual property rights of third parties. The Administration guarantees respect for the copyrights of the Software creators.
- 7.4. Generated Images are produced by the Software with a predefined functionality; therefore, suggested solutions may coincide with those offered to other users. The User assumes the risks associated with using Generated Images, acknowledging that such images will not be unique or completely original without the User's own creative contribution in the form of text and/or other requests.
- 7.5. The Administration is not liable for any direct or indirect losses (including lost profits) resulting from the User's use of the Platform and/or Software.
- 7.6. The User bears full responsibility for their Content and Generated Content.
- 7.7. The Administration is not liable for any User actions related to the use of the Platform, including unjustified expectations or failure to achieve anticipated economic or other outcomes.
- 7.8. The Administration is not liable for any damage to the User resulting from the loss and/or disclosure of their Platform access data.
- 7.9. The Administration ensures basic information security for User data within the limits defined by standard conditions and applicable law.
- 7.10. The Administration is not liable for delays and interruptions caused by factors beyond its reasonable control.
- 7.11. The Administration is not responsible for the quality of services required for the Platform's operation if such services are provided by third parties not engaged by the Administration.
- 7.12. The User agrees that the use of the Platform requires third-party software and hardware, and the Administration is not responsible for their quality.
- 7.13. The User acknowledges that no software is entirely error-free.
- 7.14. The Administration is liable for direct/indirect damages only up to the value of access for the billing period selected by the User during which the damages occurred.
- 7.15. The User is solely responsible for maintaining the confidentiality of their registration data: logins and passwords. All actions performed using the User's login and password are considered the User's actions. The User is solely responsible to third parties for all actions performed using their login and password. The Administration is not liable for unauthorized use of the User's registration data by third parties.

8. Final Provisions

- 8.1. The Agreement's terms come into force upon acceptance by the User and/or the start of Platform use and remain valid for the entire duration of the exclusive rights to Generated Images obtained using the Software.
- 8.2. All disputes and disagreements arising between the Parties in connection with the execution of the Agreement shall be resolved through negotiations.
- 8.3. If the Parties fail to reach an agreement, disputes and disagreements shall be resolved through a claims procedure. The response time to a claim is 45 calendar days.
- 8.4. If no agreement can be reached, the dispute shall be resolved in court at the location of the Administration.
- 8.5. The Agreement shall be governed and interpreted in accordance with the laws of the Russian Federation. Issues not regulated by the Agreement shall be resolved in accordance with the legislation of the Russian Federation.
- 8.7. If any provision of the Agreement is deemed invalid under the laws of the Russian Federation, the remaining provisions shall remain in force, and the Agreement shall be performed by the Parties in full without regard to such provision.

8.8. The Administration may unilaterally make any amendments and additions to the Agreement with mandatory notification of the User by posting the updated Agreement on the Site. By continuing to use the Platform, the User agrees to access on the newly amended terms.

8.9. The Administration may unilaterally terminate the Agreement/provide access to the Platform without explanation, by notifying the User 30 calendar days before the intended termination date by posting the relevant information on the Site.