

# General Terms and Conditions of neuroflash GmbH

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1. Privacy Policy As a provider of an online service, we require users to provide certain information when registering to receive our Services. All information provided by Users is collected, used, maintained, shared and destroyed in accordance with neuroflash's Privacy Policy, available here, and incorporated into this Agreement by reference. 2. License neuroflash grants you a non-exclusive, non-transferable right to use the service, solely for your own personal purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by neuroflash. You shall not, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services in any way. You shall not build a product using similar ideas, features, functions or graphics of the Service or copy any ideas, features, functions or graphics of the Services. You may use the service only for intended purposes and shall not: interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (II) attempt to gain unauthorized access to the Service or its related systems or networks. 3. The Service neuroflash is providing this service on an "as is, as available" basis without representation or warranty of any kind. neuroflash does not guarantee as to the continuous availability of the service or of any specific feature(s) of the service. neuroflash will inform you of any significant changes to the service it may occasionally make. neuroflash may impose usage or Service limits, suspend Service, or block certain kinds of usage at our sole discretion. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. The speed and quality of the Service may vary and the Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed. neuroflash is not responsible for any failures to maintain the confidentiality, security, accuracy or quality of your data, messages or pages whether or not related to interruptions or performance issues with the Service. 4. User Responsibilities A computer or other equipment enabled to access the Internet ("Device") is required to utilize the Service. You are solely responsible for ensuring that your Device is sufficient and compatible for use with the Service. neuroflash may not be used to misrepresent or to act on behalf of others. All content you create or find through our Services shall be within your responsibility to check for potential copyright restrictions. You may not: Use the Service for anything other than lawful purposes Distribute copyright-protected material through our servers Take any action that results in an unreasonable load on neuroflash's infrastructure Use any 3rd party software to interfere with or attempt to interfere with the Services You shall at all times abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Services, including those related to data privacy, international communications and the transmission of technical or personal data. If neuroflash is contacted with a complaint regarding or arising from your use of the Services, neuroflash may deem your service usage in violation of this Agreement and terminate your account without notice. 5. Trademarks neuroflash graphics, logos, designs, page headers, button icons, scripts, and service names are trademarks, trademarks or trade dress of neuroflash. neuroflash's trademarks and trade dress may not be used in connection with any product or service without the prior written consent of neuroflash. neuroflash images and icons may be used by third party sites in connection with providing appropriate links to the neuroflash website. 6. Service Suspension & Termination You agree that neuroflash, in its sole discretion, for any or no reason, and without penalty,

may terminate or suspend your use of the Service at any time. neuroflash may also in its sole discretion and at any time discontinue the Services in their entirety, or any part thereof, with or without notice.

**7. Cancellations & Refund Policy** While all amounts paid are non-refundable, certain refund requests for subscriptions may be considered by neuroflash on a case-by-case basis and granted at the sole discretion of neuroflash.

**8. Disclaimer of Warranties** neuroflash makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Services. neuroflash does not represent or warrant that (a) the use of the Services will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the Service will meet your requirements or expectations, (c) errors or defects will be corrected, or (d) the Services are free of viruses or other harmful components. The Service is provided by neuroflash on and "as is" "as available" basis without warranties of any kind, either expressed or implied, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby disclaimed to the maximum extent permitted by law. You expressly agree that use of the Services is at your sole risk.

**9. Limitations of Liability** In no event shall neuroflash be liable under contract, tort, strict liability, negligence or any other legal theory with respect to the services for any lost profits or Special, indirect, incidental, punitive, or consequential damages of any kind whatsoever. Notwithstanding the foregoing, in no event shall the total liability of neuroflash, for all damages, losses and causes of action whether in contract, tort including negligence, or otherwise, exceed the aggregate dollar amount paid by the User claimant to neuroflash in the twelve months prior to the claimed loss, damages or other such alleged event giving rise to the basis of claim.

**10. Release and Indemnity** You hereby expressly and irrevocably release and forever discharge neuroflash, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of your use of the Services. You hereby agree to indemnify and hold harmless neuroflash, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (i) a breach of this Agreement, (ii) the use of the Services, by You or any person using your account, or (iii) any violation of any rights of a third party.

**11. Credit Card/Debit Card and E-Sign Consent** By accepting these terms and conditions, you authorize neuroflash, ("Service Provider") to charge the credit card or debit the debit card account that you have specified in the payment plan setup process each month in the amount designated in the payment plan setup process. You agree that the payment card specified by you for automatic monthly payments to the Service Provider is, and will continue to be, an account that you own, and that you will maintain sufficient availability under your credit card limit, or sufficient funds in the account linked to your debit card, as applicable, to pay your monthly designated amount. The automatic monthly charge to your credit card or debit to your debit card account will occur on or after the due date specified by the Contract/In Service plan setup process. These terms and conditions will constitute your copy of your recurring payment authorization to neuroflash. Please print and retain a copy of this recurring payment authorization for your records. You can cancel your recurring payment authorization only by contacting the Service Provider by telephone or notifying the Service Provider in writing at the address on the Statement or as provided in the email. Your request to cancel your recurring payment authorization must be received by the Service Provider at least three business days before the designated due date for the month in which your request is made. If your cancellation request is submitted after this time, the cancellation will not take effect until the following billing cycle for your statement. If you cancel your recurring payment authorization, you will then be responsible for taking the appropriate action to pay your bill in full on or before the statement due date.

**12. E-Sign Consent Regarding Recurring Payment Authorization Scope of Consent.** You

acknowledge and agree that by accepting the above recurring payment terms and conditions ("Recurring Payment Terms"), you consent to receive a copy of your payment authorization for recurring monthly payments of your Service Provider statement in electronic form only instead of receiving a paper copy. This consent applies only to recurring payment authorizations as to which the Service Provider is required to provide you with a written copy under applicable law. No Withdrawal of Consent. The Service Provider cannot process your online recurring payment authorization unless you are willing to receive, in electronic form only, any copy of the Recurring Payment Terms that we are required to provide to you in writing under applicable law. Consequently, once you have accepted the Recurring Payment Terms, you cannot withdraw your consent to receive your copy of the Recurring Payment Terms in electronic form. However, you will still be able to cancel your recurring payment authorization in accordance with the Recurring Payment Terms. Paper Copy. If you wish to obtain a paper copy of your recurring payment authorization, you may do so by printing the Recurring Payment Terms yourself. In addition, your computer must have Internet connectivity. In order to retain an electronic copy of the Recurring Payment Terms, your personal computer will also need to have the capability to save and store the Recurring Payment Terms or you will need a working printer properly connected to your computer.

13. Fair Usage Policy (FUP) As part of our commitment to providing a high-quality, fast and reliable service, neuroflash has a Fair Use Policy (also referred to as the FUP) despite unlimited credits plans to prevent excessive use of our service. We expect every user to use this tool in a reasonable and responsible manner and there are some limits and restrictions that OpenAI, our partner company, requires and every user is required to follow these guidelines mentioned below. We assure that our fair usage policy allows genuine users to fulfil their daily and monthly usage requirements comfortably despite fulfilling certain conditions mentioned below. We further assure that the provision of our services works fairly for everyone and with the best possible user experience. This means providing every user with high-quality service in an even-handed and equitable manner. Users who overuse our service (exceeding 3 million words per month) will automatically experience a reduction in text generation quality until the next billing cycle. You can use GPT-4 within ChatFlash for up to 500,000 words per month. We will inform you in advance if you are approaching this limit. Similarly, our image generation function has usage limits. Users can generate up to 1,000 images per billing cycle, with a daily limit of 100 images to ensure fair use for everyone. By using this service, you are committed to choose a plan according to your profession and business size. If you are having very high usage, you should switch over to the next higher plan or ask us for a custom plan or use our business API. It is our intent to prevent automated and robotic behaviour and ensure the safety of our service and that of our partners. Additionally, our AI engine restricts some kinds of use cases such as distributing their unlimited account login details to others in lieu of monetary gains and considers such activities as illegal activities. One seat is for one user only and multiple users in one login account are not permitted. Thus, our system identifies such behaviour and automatically adjusts certain parameters temporarily based on abnormal, heavy usage patterns within a short period of time. When such activity is detected by the system, you might notice a decline in quality of the output. This usually resolves itself with the renewal of your monthly cycle. Additionally, for any abnormally high usage and for any illegal activity of sharing login details of your account with others, your account may be blocked or permanently deleted without any notice. No claim of any sort in this regard will be accepted and no refunds will be issued. By using our service, you commit to us that any of your claim/dispute in this regard raised by you or by your bank will be automatically rejected.

Prohibited Uses You may use the service only for lawful purposes and in accordance with our terms. You agree not to use our service: In any way that violates any applicable national or international law or regulation. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation. To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity. To engage in any other conduct that

restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability. Our AI service provider "Open AI" does not permit the generation of sexual, religious and political content and hence you are strictly prohibited from generating any such content. If even by mistake, you try to generate such content, our system will give you an error message of "Unsafe Content" the first time and this is to be considered the final warning. If you try to generate such content again, your subscription will be cancelled and you will be debarred from using our services again and no refunds will be issued. Additionally, you agree not to: Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through our service. Use any robot, spider, or other automatic device, process, or means to access our service for any purpose, including monitoring or copying any of the material on our service. Use any manual process to monitor or copy any of the material on our service or for any other unauthorized purpose without our prior written consent. Use any device, software, or routine that interferes with the proper working of Service. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service. Attack Service via a denial-of-service attack or a distributed denial-of-service attack. Take any action that may damage or falsify company rating. Otherwise attempt to interfere with the proper working of Service. 14. Privacy Policy April 07, 2021 This Privacy Policy describes how neuroflash GmbH. ("neuroflash") handles your Personal Data when you use our services ("Services"). By using our Services and/or registering for an account, you are accepting the terms of this Privacy Policy and our Terms of Service, which are integrated here by reference. neuroflash is a global company. Our physical servers are located in many countries around the world, neuroflash partly stores Personal Data outside of Germany's physical borders. By using our services, you authorize neuroflash to use your information according to Germany's laws, regardless of which country you are located in. If you have any questions or comments about this Privacy Policy, please contact us at: [magicpen@neuroflash.com](mailto:magicpen@neuroflash.com) 1 Personal Data Collection and Use As a provider of an online privacy service, we ultimately strive to collect the minimal amount of information required to operate our service. This often means difficult trade-offs between the information we collect and the performance of our service. We believe in an open dialogue because this Privacy Policy is an evolving document. We welcome your thoughts and feedback on how we're doing.

1.1 What is Personal Data? As described below, "Personal Data" means any information relating to an identified or identifiable natural person ("Individual") and includes information provided by you while using our Services. If we use or store Personal Data with information that is non-personal, we will consider the combination as Personal Data.

1.2 Account User Data When you create or update your neuroflash user account, we collect and store this "Account Data". The Account Data stored is listed below in its entirety: Account Data What do we use it for? Email address User authentication, Marketing, communications, purchase receipts and occasional product news Password User authentication, only in encrypted format Name User identification Phone number Marketing, communications, purchase receipts and occasional product news Billing address (street, city, zip code, country) Purpose of processing invoices Profile picture User Identification, UI effects Timezone Identifying and Processing user request and events Subscription details (activation and expiry data) Identify customer subscriptions

1.3 Operational Data neuroflash also collects and stores "Operational Data" required to operate our Services. This is data that we collect and store when you connect to our network. Operational data is listed below in its entirety: Operational Data What do we use it for? User events User actions, like mouse clicks, pages visited, words typed and so on, used for user behaviour predictions User interactions All API request and responses, used for user behaviour predictions Groups Allows users to be grouped Saved data All users to save and continue their workflow Dimensions User to generate better associations

1.4 Personal and Financial Data Collected at Payment Making a purchase with a credit card on any service will result in Personal Data being exchanged with payment processors. Credit Card Transactions neuroflash processes credit card payment information securely through Stripe. Credit card processors may store Personal Data associated with financial transactions outside of Germany's borders. When you pay with credit card, neuroflash stores the following information: Payment Data What do we use it for? Cardholder last name e.g. Smith For use in credit card fraud prevention Date of card use e.g. 2014/01/01 For use in credit card fraud prevention Last four Numbers of Credit Card e.g. 5555 For use in credit card fraud prevention neuroflash does not store, but can securely login and view the following information through our third party payment processor Stripe: Payment Data What do we use it for? Customer details mentioned in the above in

1.2 For use in payment identification Card billing address For use in credit card fraud prevention Card expiry For use in credit card fraud prevention Last four Numbers of Credit Card For use in credit card fraud prevention Session information e.g. Device type, operating system, IP address at the time of payment For use in credit card fraud prevention Subscriptions For use in payment identification Coupons For use in payment identification Invoices For use in payment identification neuroflash never stores your complete credit card number or your location at time of payment. To keep your payment information secure, we adopt all available security and multi-factor authentication measures available from these providers. neuroflash operates exclusively with PCI compliant payment processors. Only our payment processors have the ability to collect, use and access your full credit card information and other financial information. They can use this information solely for the purpose of charging and invoicing you for our (paid) Services. 1.5