

# brighter AI

Brighter AI Technologies GmbH  
brighter.ai & product.brighter.ai – Terms and Conditions  
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## Terms and Conditions

(hereafter referred to as these “Terms and Conditions”)

### Preamble

Your use of brighter AI's website (the "Website") and our services made available on the Website are subject to these terms and conditions ("Terms and Conditions"). brighter AI provides you certain image and video upload, anonymization, and download capabilities (the "Services"). By using any of our Services, you agree to be bound by, and use our Services in compliance with, these Terms and Conditions. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE OUR SERVICES.

We may make occasional changes to the Terms and Conditions over time. When we do, we will revise the "last updated" date shown above. It is your responsibility to review the Terms and Conditions frequently and to stay informed of any changes to them. The currently published version of the Terms and Conditions will supersede all earlier versions. You agree that your continued use of our Services, after such changes have been published, will constitute your acceptance of such revised Terms and Conditions.

### License to use our Services and Intellectual Property

Subject to these Terms and Conditions, we grant to you a limited, non-exclusive, non-transferable license to use our Services for your reasonable business or personal use, as applicable, and not for resale, bundling, or further distribution. Your right to use our Services is limited by all terms and conditions set forth in these Terms and Conditions. Except for the license granted to you, we retain all right, title and interest in and to our Services, including all related intellectual property rights. To the extent our Services contain components of Open Source Software, the respective owner of the Open Source Software grants you hereby use rights as defined in the applicable Open Source Software license.

Our Services are protected by applicable intellectual property laws. All rights in brighter AI's Services and Software especially without being limited to all copyright and other Intellectual Property Rights – shall be the sole and exclusive property of brighter AI, including without limitation brighter AI Software created to address a requirement of or in collaboration with users. Except as otherwise explicitly provided in these Terms and Conditions or as may be expressly permitted by applicable law, you will not, and will not permit or authorize any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any of our Services; (ii) rent, lease, or sublicense access to any of our Services; (iii) circumvent or disable any security or technological features or measures of our Services; or (iv) use our Services in any way other than good faith usage with respect to your reasonable personal or business needs, as applicable. Any rights not expressly granted herein are reserved by us. You may not use our Services for any unlawful purposes and must always be compliant with all applicable laws and regulations. In particular, you are prohibited from uploading to our Services or use any content or data that is unlawful or infringes any intellectual property rights of third parties. In case you infringe duties and obligations under the agreement to these Terms and Conditions or under statutory law, we are entitled to revoke the license. We may temporarily limit or suspend access to our Services to prevent damages, if it is sufficiently probable that the continued use of our Services is in breach of these Terms and Conditions, or may result in harm to our Services, other brighter AI customers, or the rights of third parties in such a way that immediate action is required to avoid damages.

If any anonymized dataset based on our Services is published by you, a caption needs to be added that states "Dataset anonymized by brighter AI", including a link to brighter AI's website. You hereby accept this license.

### Canceling your Subscription

Your subscription at brighter AI will continue in effect unless and until you cancel your subscription or we terminate it. During the subscription term, you will be charged with licensing fees as stated in the order. brighter AI will bill the charges associated with your subscription to the payment type you provide to us during registration (or to a different payment type if you change your information). If you wish to cancel your subscription you may do so via email. Should you elect to cancel your subscription, there will not be any refund issued for previous charges.

### Ownership of your Content

You retain ownership of all intellectual property rights in any image or video submitted by you in the course of using our Services ("Content"). brighter AI does not claim ownership over any of your Content. These Terms and Conditions do not grant us any licenses or rights to your Content except for the rights needed for us to provide the Services to you.

### Deletion of your Content

Any of your uploaded original content is only stored for processing and deleted directly after processing. Your anonymized content is stored for 24 hours and then automatically deleted or deleted upon your request prior to the 24 hours. Once deleted, the content will not be retrievable. You may download your content from the website at any time prior to deletion without charge.

### Access to our Services

We do not provide you with the equipment to access our Services. You are responsible for all fees charged by third parties related to your access and use of our Services (e.g., charges by Internet service providers). We reserve the right to modify or discontinue, temporarily or permanently, all or any portion of our Services without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of all or any portion of our Services. We also reserve the right, in our sole discretion, to

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reject, refuse to post, or remove any material that you post or submit for posting, and to restrict, suspend, or terminate your access to our Services at any time, for any or no reason, with or without prior notice, and without liability.

## Restrictions

You must comply with all applicable laws when using our Services. You will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of the information, including audio, visual, and audiovisual works, or other content made available on our Services (collectively, "Service Content") or compile or collect any Service Content as part of a database or other work; (ii) use any automated tool (e.g. robots, spiders) to access or use our Services or to store, copy, modify, distribute, or resell any Service Content; (iii) rent, lease, or sublicense your access to our Services to another person; (iv) use any Services or Service Content for any purpose except for your own reasonable personal or business use, as applicable; (v) circumvent or disable any digital rights management, usage rules, or other security features of our Services; (vi) use our Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, our Services; or (vii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of our Services or any Service Content.

## Use policies

You are solely responsible for any Content and other material that you submit, publish, transmit, or display on, through, or with our Services. You will not use our Services to: (a) harm us or third parties in any way; (b) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (c) upload, post, email, or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (d) upload, post, email or otherwise transmit any Submission that infringes any patent, trademark, trade secret, copyright, or other right of any party; (e) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation; (f) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (g) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (h) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (i) stalk or otherwise harass another; or (j) collect or store personal data about other users.

You will not share your password or your subscription key, let anyone else access your account, or do anything else that might jeopardize the security of your account. We reserve the right to remove any Content from our Website and/or Services, and/or disclose Content or other information relating to your use of the Services (a) if required to do so by law or in the good faith belief that such action is necessary to conform to the edicts of the law or comply with legal process served on us or this web site; (b) to protect and defend the rights or property of brighter AI; or (c) to act in urgent circumstances to protect the security or safety of any users of the Services or Website, or the public.

brighter AI is permitted to audit your usage of the brighter AI Software for billing purposes permanently by counting processed frames of the usage in accordance with brighter AI standard procedures. You will not undertake any measure to circumvent or endanger the operation or security of our Services. You shall take no steps, nor permit others to take any steps, which result in the Software being considered Open Source Software. You shall not place, sell, transfer or give copies of the Software in the Service to any sublicensee, customer, distributor, parent, subsidiary, affiliated party, or third party, in such a manner as to circumvent or attempt to circumvent the end of the licensing period.

You must take appropriate precautions against the possibility that the Service or any part thereof does not function properly (e.g. by performing data back-ups, error diagnosis and regular results monitoring). You shall comply with all the duties and obligations created under these Terms and Conditions and all applicable provisions of statutory law.

## Data Protection

By agreeing to these Terms and Conditions, you agree to observe all applicable provisions and rules of data protection laws, in particular the EU General Data Protection Regulation (GDPR) and the German Data Protection Law BDSG (Bundesdatenschutzgesetz). You are responsible for the content of the data you upload to, enter into, or create with our Services. You grant to brighter AI a nonexclusive right to process this data for the sole purpose of and only to the extent necessary for brighter AI to provide and support our Services (including without limitation preparing backup copies or performing penetration tests); and to verify your compliance with the provisions set forth in these Terms and Conditions. You shall maintain appropriate security standards for use of our Services. You will not conduct or authorize penetration tests of our Services without advance approval from brighter AI. You are solely responsible for determining the suitability of our Services for your business processes and for complying with all applicable legal provisions regarding personal data and its use of our Services.

## Privacy policy

We may collect registration and other information about you through our Services. Our collection and use of this information is governed by our Privacy Policy (<https://brighter.ai/privacy-policy/>).

## Linking to our Services

Framing of our Services within or as part of any third-party services, or any other manner of incorporating parts of our Services as part of another website or service, is not permitted without our prior written consent.

## Trademarks

"brighter AI", the brighter AI logo, and any other product or service name or slogan displayed on our Services are trademarks of brighter AI and our suppliers or licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of brighter AI. You may not use any metatags or any other "hidden text" utilizing "brighter AI" or any other name, trademark or product or service name of brighter AI without our prior written permission. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of brighter AI and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks,

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## Feedback

We may provide you with a mechanism to provide feedback, suggestions, and ideas, if you choose, about our Services ("Feedback"). You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future enhancements and modifications to our Services. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner for any purpose, in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

## Disclaimer of warranties

Your use of the Services and the Service Content is at your sole risk. The Services and the Service Content each are provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, we and our suppliers and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not warrant the comprehensiveness, correctness, legality, or accuracy of the Service or Service Content or that the Service will be uninterrupted or error-free. Any material that you access or obtain through our Services is done at your own discretion and risk and you will be solely responsible for any damage to your computer or loss of data that results from the download of any material through our Services. No advice or information, whether oral or written, obtained by you from us or through or from our Services will create any warranty not expressly stated in these terms. Any rights not expressly granted herein are reserved by us.

## Limitation of liability

brighter AI's liability – irrespective of its legal ground – shall be limited as follows:

Liability for breaches of Cardinal Duties: brighter AI's liability for slightly negligent breaches of Cardinal Duties shall be limited to such damage which was typical for this kind of business and foreseeable upon the execution of these Terms and Conditions.

Force Majeure: brighter AI shall not be responsible for any failure to perform its duties under these Terms and Conditions due to Acts of God and any time of delivery or performance agreed hereunder shall be extended by the time such Acts of God exist plus reasonable starting time thereafter. The Party affected by an Act of God shall inform the other Party without undue delay of such Act of God and the expected duration thereof.

No liability: brighter AI shall not be liable irrespective of the legal grounds except as expressly set forth above. brighter AI is not liable for the legal compliance of the Software and our Services, especially not under United States laws. You bear the full responsibility for the lawfulness of use of the technology.

Limitation of Action: brighter AI's liability shall be time-barred within the statutory period. In all other cases brighter AI's liability as well as its duties for warranties shall be time-barred to a period of one year. Section 199 German Civil Code shall apply.

## Indemnity

You will indemnify and hold us, our suppliers and licensors, and our respective subsidiaries, affiliates, officers, directors, agents, employees, representatives, and assigns harmless from any costs, damages, expenses, and liability caused by your use of our Services and Service Content, your violation of these Terms and Conditions, or your violation of any rights of a third party through use of our Services or Service Content.

## Miscellaneous

The exercise of rights and obligations under these Terms and Conditions is under the condition that no applicable national or international export control laws prohibit this. You agree that you will not submit brighter AI Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of brighter AI, and will not export the brighter AI Software to countries, persons or entities prohibited by applicable laws.

These Terms and Conditions and any disputes arising under or in connection with these Terms and Conditions or their validity shall be governed by German law excluding its conflict of law terms and the UN Convention on Contracts regarding the International Sale of Goods (UN CISG). The exclusive place of jurisdiction shall be Berlin.

If a provision of these Terms and Conditions should be or become invalid or not contain a necessary regulation, the validity of the other provisions of these Terms and Conditions shall thereby not be affected. The invalid provision shall be replaced, and the gap be filled by a legally valid arrangement which corresponds as closely as possible to the intentions of brighter AI or what would have been the intention of brighter AI according to the aims of these Terms and Conditions, had they recognized the invalidity/gap.

## Contact

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