

General Terms and Conditions

Collective Minds LLC

Version 23AI02

Article 1 - Definitions

- **“Agreement”** means every agreement entered into with COLLECTIVE MINDS regarding the Services.
- **“Confidential Information”** includes any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. A party’s Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party’s full possession prior to the disclosure without any obligation of confidentiality and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without the use of or reference to the other party’s Confidential Information, as established by written records.
- **“Consumer-Customer”** means any Customer - natural person who is acting for non-professional purposes.
- **“Customer”** means any private or professional person who purchases services from COLLECTIVE MINDS, as well as anyone who acts in the name and for the account of an artificial person. Private customers are assumed to be at least 18 years of age.

- **"Customer Data"** means all data, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, applets, or servlets that the Customer creates, installs, uploads to, or transfers in or through the Services or provides in the course of using the Services, excluding the Customer Personal Data.
- **"Customer Personal Data"** means all information about an identified or identifiable natural person processed by COLLECTIVE MINDS in its capacity of Data Controller. An identifiable natural person is one who can be identified, directly or indirectly, in particular by an identifier such as a name, an identification number, location data, an online identifier, or by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **"Authorized Users' Personal Data"** means any Personal Data that is processed by COLLECTIVE MINDS (and its subprocessors) in its capacity of Data Processor on behalf of the Customer in relation to the Agreement.
- **"Data Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- **"Data Processor"** means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.
- **"Data Protection Laws"** means all applicable laws relating to the processing of Personal Data while it is in force and applicable to Personal Data, including the General Data Protection Regulation (Regulation (EU) 2016/679).
- **"General Terms and Conditions"** means present general terms and conditions.

- **“Intellectual Property Rights”** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, including copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, patents, utility models, topography rights and rights in designs.
- **“Maintenance”** means the general maintenance of the Services and the application of updates and upgrades.
- **“Offer”** is an invitation by COLLECTIVE MINDS without any obligation to the Customer to place an order with regard to the Services.
- **“Order”** means a confirmation, in either electronic or written form, by the Customer of the purchase of the Services.
- **“Personal Data”** as defined by Article 4 (1) of the General Data Protection Regulation (Regulation (EU) 2016/679) means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **“Professional Customer”** means any Customer who is acting for professional purposes.
- **“Services”** means the software and infrastructure in a hosted environment provided and maintained by COLLECTIVE MINDS to which the Customer is being granted access under the General Terms and Conditions via the Website.

- **“Software As A Service”** or **“SaaS”** means the combined software, hosting, and support services provided in the Agreement.
- **“COLLECTIVE MINDS”** is an American LLC having its registered office at:

2479 State Route 44 S
Shinglehouse, PA 16748

- **“Subprocessor”** means any person (excluding an employee of COLLECTIVE MINDS or an employee of any of its sub-contractors) appointed by or on behalf of COLLECTIVE MINDS to process Authorized Users’ Personal Data on behalf of the Customer.
- **“Authorized User(s)”** means Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Services and have been supplied with user identifications and passwords by Customer or on Customer’s behalf.
- **“Website”** means the Authorfi website with the URL <https://authorfi.ai>, the COLLECTIVE MINDS web application <https://app.authorfi.ai/> or any other website / web application designated by COLLECTIVE MINDS.

Article 2 - General Provisions

2.1 Unless otherwise agreed in writing, these General Terms and Conditions shall apply to every Offer made by COLLECTIVE MINDS, every Order of the Customer, and every Agreement entered into between COLLECTIVE MINDS and its Customers.

2.2 These General Terms and Conditions may at all times be consulted on the Authorfi website with the URL <https://authorfi.ai>.

2.3 By ordering the Services of COLLECTIVE MINDS (including registration for the free trial period, "Trying the Product", – cf. Article 8 -), the Customer acknowledges that he has read and accepts the General Terms and Conditions.

2.4 These General Terms and Conditions at all times take precedence over the terms and conditions of the Customer, even if the terms and conditions of the Customer stipulate that they apply exclusively. If COLLECTIVE MINDS fails to require the strict application of any of the provisions of these General Terms and Conditions, this cannot be considered a tacit waiver of these rights.

2.5 COLLECTIVE MINDS reserves the right to change its General Terms and Conditions whenever it wishes to do so by a change on its website. Any such change will be announced within a reasonable term in advance by COLLECTIVE MINDS on its website, as well as through COLLECTIVE MINDS's communication to its Customers (cf. Article 15 -).

2.6 The nullity of one or more provisions in these General Terms and Conditions does not affect the applicability of all other provisions. In the event of the nullity of one of the provisions, COLLECTIVE MINDS and the Customer, as far as possible and according to their loyalty and conviction, will negotiate to replace the void provision with an equivalent provision.

2.7 These General Terms and Conditions do not affect the legal rights which are granted to the Consumer-Customer by law with respect to consumer protection.

Article 3 – Services

3.1 SaaS “Authorfi” offers an online application that integrates various AI functionality into one customer experience, module wise;

- Content Creator
- Image generator
- Chat with AI Experts
- Code with AI
- Affiliate marketing to promote Authorfi

3.2 Subject to these General Terms and Conditions, COLLECTIVE MINDS agrees to provide Customer access to the Services.

3.3 Any new features that augment or enhance the Services, any new service subsequently purchased by Customer will be subject to these General Terms and Conditions.

3.4 COLLECTIVE MINDS has the right to change the offer and the composition of its Services (as well as its modules and/or features, cf. Article 10.1) whenever it decides to do so. It will at least ensure that the Customer is informed of this in advance within a reasonable term through an entry on its Website or through COLLECTIVE MINDS communication to existing Customers (cf. Article 15 -).

3.5 The Services, as described in this article, on the Website or in the COLLECTIVE MINDS communication (cf. Article 15 -) are made available on an "as is" basis. The Customer will, moreover, be entitled to benefit from a free trial period (cf. Article 8 -) and may at all times request further information from COLLECTIVE MINDS in respect to this. The Customer, therefore, declares that he has been sufficiently informed about the contents and the scope of the Services.

3.6 In order to use the Services, the Customer must have or must obtain access to the World Wide Web, either directly or through devices that access web-based content. The Customer must also provide all equipment necessary to make (and maintain) such a connection to the World Wide Web. If an obsolete web browser is used, the Customer may not be able to use all functions of the Services or these functions may not operate optimally.

Article 4 - Formation of the Agreement

4.1 An Offer is only valid for the specific Order to which it relates and does therefore not automatically apply to subsequent similar orders. Offers only comprise the Services that are specifically stated in the Offer. Promotions, leaflets or catalogues, of whatever nature, issued by COLLECTIVE MINDS will not be considered an offer.

4.2 An Agreement will only be legally and finally concluded when the Customer places an Order with COLLECTIVE MINDS (i) through the ordering option on the Website, or (ii) by any other means of communication (verbal or written), and subject to the condition that this Order is followed by an email from COLLECTIVE MINDS to the Customer in which a user account is provided containing the password (for further details see Article 6 -). An exception to the foregoing is if the Customer has previously used the free trial period and therefore already has been given a

user account (as explained in Article 8 -). A valid Order presupposes that the Customer has at least provided the following information:

- Identity details of a natural or an artificial person with a valid email address;
- Required module of the Services (cf. Article 10.1);
- Invoicing monthly or per year (except in case the registration is done for the free trial).

4.3 Before the Customer receives a user account, COLLECTIVE MINDS is entitled to request further information about the Customer and his activities, including, but not limited to, an assessment of his creditworthiness. The information provided by a Customer to qualify for a user account must at least be accurate, truthful, up to date, and complete.

4.4 Failure by the Customer to provide the correct information, or in the event of doubts by COLLECTIVE MINDS about the identity or admissibility of the activities of the Customer will entitle COLLECTIVE MINDS to refuse to implement the Order by providing a user account. Orders showing that the customer intends to resell the Services himself will also entitle COLLECTIVE MINDS to refuse.

4.5 A refusal to provide a user account (and hence a contract) by COLLECTIVE MINDS will never be a reason for any compensation.

4.6 Any changes or additions to the Agreement after the user account has been provided will only be considered valid after written approval of and implementation by COLLECTIVE MINDS.

4.7 The Customer is not entitled to cancel his Order (cf. Article 9 - . If he does so, even for a part, but prior to the delivery of the Services (cf. Article 7 -), COLLECTIVE MINDS reserves the right to claim compensation from the customer of 25% of the price of the cancelled order, not including VAT,

irrespective of COLLECTIVE MINDS's right to compensation for the damage it has actually suffered, if it is able to prove it.

Article 5 - Duration

The Agreement to use the Services of COLLECTIVE MINDS will enter into force in accordance with Article 4.2 and shall continue in full force for the agreed period of time (the "Initial Period"). The Initial Period will be automatically renewed and extended for the same period(s) as the Initial Period (the "Renewal Period") unless the Customer gives written notice of its intention to terminate the Agreement at least:

1. 1 (one) month prior to the end of the Initial Period.
2. 3 (three) months prior to the end of the Initial Period, or any Renewal Period, in case the yearly payment interval was chosen.

Article 6 - User account/login and password

6.1 Acceptance by COLLECTIVE MINDS of a valid Order by the Customer will activate the user account. A user account and accompanying login(s) provide the Customer with access to the Services of COLLECTIVE MINDS. Access to the Services implies a right by the Customer to use the Services – at a charge. Under no circumstances does it imply a transfer of ownership of the Services by COLLECTIVE MINDS to the Customer.

6.2 A user account contains the location and access codes that allow the Customer access to the Services. The allocation of a user account is accompanied by the allocation of at least one (1) or more logins. The number of logins corresponds with the number of users of the Customer allowed by COLLECTIVE MINDS.

6.3 Each User is only responsible for the protection and security of his data concerning the user account and logins, including, but not limited to, the

username and the password. The Customer is assumed not to transfer this information to a third party and to immediately punish any unauthorised use as well as bring it to the attention of COLLECTIVE MINDS. A Customer is, moreover, not even assumed to disclose his passwords (or those of his Authorized Users per login) to COLLECTIVE MINDS (for example, when using the helpdesk when seeking the assistance of COLLECTIVE MINDS – cf. Article 14 -). Each loss or misuse of the personal details connected to the user account and accompanying logins may therefore lead to liability towards COLLECTIVE MINDS.

6.4 Customer agrees to notify COLLECTIVE MINDS if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user logins, and/or an account number.

Article 7 - Delivery of the Services

7.1 The Services of COLLECTIVE MINDS are provided as "software as a service" and mean the combined software, hosting, and support services as provided in the Agreement. The mere announcement of the user account (with accompanying logins) to the Customer will be considered a delivery of the Services. Use of the Services by the Customer is equivalent to acceptance of the Services.

Article 8 - Free Trial Period

8.1 COLLECTIVE MINDS may choose, at its discretion, to offer a free trial period ("Trial Period") of subscription to Customers, also called "Trying the product."

8.2 If the Customer is accessing the Services on a trial basis, COLLECTIVE MINDS will make the Services available at no charge for a period of up to

30 (thirty) days. The Trial Period is intended for evaluation purposes only. These Terms and Conditions shall fully apply during the Trial Period.

8.3 During or upon the expiry of the Trial Period, the Customer may purchase a subscription to the Services. Upon purchase of a subscription, these Terms and Conditions will continue to apply.

8.4 If a Customer does not purchase a subscription to the Services at the end of the Trial Period: (a) all rights to access or use the Service will end, and (b) COLLECTIVE MINDS will delete all Customer data within 60 days of the expiry of the Trial Period.

8.5 COLLECTIVE MINDS may discontinue the Trial Period provision at any time at COLLECTIVE MINDS's sole discretion. In COLLECTIVE MINDS's sole discretion, the Services during the Trial Period may be subject to limitations, including, but not limited to (i) a number of Services; (ii) scope of Services.

Article 9 - Absence of the right of withdrawal

9.1 The private Customer expressly agrees that the delivery of the Services may commence and he, consequently, acknowledges that he no longer has a such right of withdrawal. Nevertheless, prior to the registration for a paying account, each Customer may benefit from a free trial period (cf. Article 8 -).

9.2 Professional Customers will under no circumstances have a right of withdrawal.

Article 10 - Prices

10.1 COLLECTIVE MINDS offers standard modules within the Services as well as a tailor-made module for customers, on request. The Trial period gives limited access to certain modules.

10.2 The starting prices for the standard modules will at all times be shown on the Website and are expressed in dollars. The prices do not include VAT. The price for tailor-made modules and solutions will be announced in the particular Offer.

10.3 COLLECTIVE MINDS reserves the right to adjust the pricing of the Services for each Renewal Period over the pricing in effect for the preceding Initial Period or Renewal Period with at least 30-day written notice. Unless the Customer gives to COLLECTIVE MINDS a written notice of objection to such change at least twenty (15) days prior to the effective date of the change, the Customer shall be deemed to have accepted such change. If the Customer gives such notice of objection and the Parties fail to agree on such change prior to the effective date thereof, the Agreement shall terminate at the end of the current Initial Period or Renewal Period.

Article 11 - Invoicing and payment

11.1 COLLECTIVE MINDS will invoice its Customers at a chosen frequency, depending on the choice opted for by the Customer when placing an Order (cf. Article 4 -), but always prior to the performance of the Services for this period.

11.2 If the Agreement is terminated by COLLECTIVE MINDS in accordance with Article 21.2, the amounts already paid to COLLECTIVE MINDS will be kept by COLLECTIVE MINDS and will not be returned.

11.3 By ordering/purchasing the Services, the Customer expressly agrees to electronic invoicing by COLLECTIVE MINDS, unless agreed otherwise in writing by the parties.

11.4 The invoice will be sent to the (email) address provided by the Customer with his Order. The Customer undertakes to inform COLLECTIVE MINDS in time of any changes in respect to this. The invoice is also available in the Authorfi APP environment on <https://app.authorfi.ai>.

11.5 The payment has to be effectuated in advance, using the online payment method used by COLLECTIVE MINDS and as provided on its Website. To process payments, COLLECTIVE MINDS uses external professional and specialised partners that offer a payment platform such as Stripe 3180 18th St, San Francisco, CA 94110, and PayPal.

11.6 The financial details of the Customer that are entered for his online payment will only be exchanged between the external partner and the financial institutions involved. COLLECTIVE MINDS does not have access to the confidential financial details of the Customer.

11.7 Online payments are made with the aid of secure protocols. All online payments are subject to the general terms and conditions of the external administrator of the payment platform, who has exclusive responsibility for the correct processing of all online payments.

11.8 If – contrary to the foregoing – the Customer wishes to pay by bank transfer or another payment method, he must inform COLLECTIVE MINDS of this in time in advance and COLLECTIVE MINDS must accept it in writing. COLLECTIVE MINDS reserves the right to refuse such a request, for whatever reason.

11.9 For tailor-made modules and solutions to Customers, Collective Minds operates a payment term of 14 calendar days, counting from the date of the invoice. Any invoice that has not been paid, or only partly paid, on the due date will be subject by law and without any notice of default to late payment interest of 1% per overdue month, for which a month that has already started is considered to have fully lapsed. The amount due will, moreover, be increased by 12% of the invoice amount, with a minimum of fifty dollars (\$ 50,00) (excl. VAT), by way of lump sum compensation, irrespective of the right of COLLECTIVE MINDS to claim higher compensation. COLLECTIVE MINDS also reserves the right to temporarily suspend access to the Services until it has received actual payment from the Customer.

11.10 Invoices may only be validly protested in writing by a registered letter within 8 calendar days after the invoice date stating the invoice date, invoice number, and a detailed explanation. Any other form of protest or a protest after the abovementioned term is considered late and/or unfounded. Unsubstantiated protests are always considered unfounded.

Article 12 - Data hosting and storage

12.1 COLLECTIVE MINDS's products and services run on world class infrastructure hosted at Hostinger.

12.2 Customer Data are stored in multi-tenant data stores. COLLECTIVE MINDS does not have individual data stores for each Customer. However strict privacy controls exist in our application code to ensure data privacy and prevent one Customer from accessing other customers' data.

Article 13 - Customer's Responsibilities

13.1 Customer agrees to comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with his use of the Services, including without limitation Data Protection Laws as well as the laws related to international communications and the exportation of technical or personal data. Customer will ensure that any use of the Services by Customer's Authorized Users is in accordance with the terms of these General Terms and Conditions, including Annex 1 on the Acceptable Use Policy (AUP).

13.2 Customer is solely responsible for all Customer Data as well as for obtaining all licenses and permissions necessary related to the Customer

Data, including without limitation licenses for any third-party software included in the Customer Data.

13.3 Under no circumstances whatsoever does COLLECTIVE MINDS allow the use of its Services for illegal or unlawful purposes, or for the transfer of data that are illegal, defamatory, infringe a person's privacy, offensive, threatening, damaging, or infringe a person's Intellectual Property Rights (non-limitative list). The purpose of the use of the Services is the full responsibility of the Customer. The Customer guarantees that he will not use the Services for the transfer of "junk mail", "spam", "chain mail", "phishing" or other undesired mass circulation emails.

13.4 If the Customer fails to comply with the provisions of the Agreement, he acknowledges that he is acting entirely at his own risk.

Article 14 - Helpdesk and Support

14.1 COLLECTIVE MINDS will make commercially reasonable efforts to ensure Customer's successful utilization of the Services, including but not limited to maintenance and support, providing Customer with user guides, and online help.

14.2 If the Customer has questions about or problems with the functionality of the Services, he may contact the helpdesk of COLLECTIVE MINDS. The helpdesk can be reached by chatbot, and by e-mail (support@authorfi.ai). Within 24 hours (one business day), Collective Minds aims to respond back to the Customer.

14.3 The COLLECTIVE MINDS helpdesk will do its best to help the Customer and if possible, to find a solution to any questions the Customer may have.

14.4 The availability of the Services may at all times be checked by the Customer online, live, and in real-time on the Website. In the event of

problems with the availability of its Services, COLLECTIVE MINDS will offer a solution within the bounds of reasonableness. COLLECTIVE MINDS will at all times have full freedom to decide on an adequate solution or compensation for its Customers.

Article 15 - Communication by COLLECTIVE MINDS

The Services comprise communication by COLLECTIVE MINDS by email at regular times concerning service-related announcements, administrative e-mails, and newsletters. The Customer will at all times be able to unsubscribe from these newsletters. Since this communication is considered to form an integral part of the Services provided, the Customer can in no way whatsoever hold COLLECTIVE MINDS liable for changes of whatever nature of which the Customer would normally have been informed through the communication but now no longer can be by unsubscribing.

Article 16 - Customer Data

16.1 The Customer hereby grants to COLLECTIVE MINDS a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of COLLECTIVE MINDS's obligations and the exercise of COLLECTIVE MINDS's rights under the Agreement. The Customer also grants to COLLECTIVE MINDS the right to sub-license these rights to its hosting, connectivity, and telecommunications service providers.

16.2 The Customer warrants to COLLECTIVE MINDS that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person and will not breach the provisions of the applicable laws, statutes, or regulations.

16.3 COLLECTIVE MINDS shall create a backup copy of the Customer Data daily, shall ensure that each such copy is sufficient to enable COLLECTIVE MINDS to restore the Services to the state they were in at the time the backup was taken and shall retain and securely store each such copy for a minimum period of 60 days.

Article 17 - Customer Personal Data and Authorized Users' Personal Data

17.1 The processing by COLLECTIVE MINDS of the Customer Personal Data is described in detail in the Privacy Policy, available on the website <https://authorfi.ai>.

17.2 The processing by COLLECTIVE MINDS of the Authorized Users' Personal Data is governed by the Data Processing Agreement between the Customer and COLLECTIVE MINDS

17.3 The Privacy Policy and the Data Processing Agreement form an integral part of these General Terms and Conditions.

Article 18 - Confidential Information

18.1 Each Party shall make commercially reasonable efforts to keep confidential all information that it receives in relation to the other Party, its technical and operational structure, its products and services, its financial information, its personal data, its intellectual property, and the Services. Notwithstanding the foregoing, the Customer acknowledges and agrees that COLLECTIVE MINDS may disclose Customer's Confidential Information to a third party solely to the extent necessary to provide the Services under the Agreement as well as to the extent that such disclosure is required by applicable law or valid order of a court or other governmental authority. This obligation of confidentiality will survive the termination of the Agreement.

18.2 Notwithstanding anything to the contrary in the Agreement, Customer Data is not included in Confidential Information as defined above. To the extent COLLECTIVE MINDS has any access to the Customer Data in the course of providing the Services, it shall not, intentionally (i) access Customer Data or (ii) disclose Customer Data to any third party, except to the extent: (a) the Customer makes its Data publicly available, (b) as necessary for COLLECTIVE MINDS to provide, or obtain third-party supplier support for, the Services or to provide the information requested by Customer, (c) as specifically authorized by Customer in writing or (d) the disclosure is required to comply with applicable law or respond to requests by a regulatory or judicial body and/or as otherwise required for a legal process.

Article 19 - Intellectual Property Rights

19.1 All intellectual property rights in or related to the Services, including but not limited to copyrights, trademark rights, design rights, patent rights, and any other intellectual property rights, whether registered or not, belong to COLLECTIVE MINDS.

19.2 COLLECTIVE MINDS grants the Customer non-exclusive, non-transferable, and non-sublicensable rights to use the Services for the duration of the Agreement.

19.3 The Customer may not copy the Services or any elements of or associated with the Services, or use the Services for other purposes than those for which they are intended without the prior written consent of COLLECTIVE MINDS.

Article 20 - Earlier Termination by the Customer

The Customer may terminate this Agreement if COLLECTIVE MINDS materially breaches the terms and conditions of the Agreement, provided COLLECTIVE MINDS is given notice and reasonable time to cure.

Article 21 - Earlier Termination by the COLLECTIVE MINDS

21.1 COLLECTIVE MINDS may terminate the Agreement and deactivate the user account of the Customer at any time and for any reason by giving 1 (one) month's notice to the Customer by sending an e-mail to the email address provided by the Customer with his Order. In the event of deactivation during the course of a period, for which COLLECTIVE MINDS has received advance payment from the Customer, it undertakes to refund this payment to the Customer pro rata within 30 calendar days after the Services have actually stopped.

21.2 COLLECTIVE MINDS is entitled to terminate the Agreement with the Customer by giving a one (1) calendar day's notice - by deactivation of his user account - if it believes it has an objective reason for doing so.

Objective reasons include, but are not limited to:

- If during the course of the Agreement COLLECTIVE MINDS has reasons to assume that the Customer's data are false, inaccurate, or obsolete;
- If COLLECTIVE MINDS discovers or has substantial reasons to suspect that the Customer uses his Services for unauthorised purposes;
- If it is suspected that the Customer breaches the General Terms and Conditions, including the Acceptable Use Policy;
- If COLLECTIVE MINDS discovers that the Agreement with the Customer is based on incorrect information of the Customer;

- If the Customer fails to pay his outstanding invoices to COLLECTIVE MINDS in time and in full;
- In the event of an imminent bankruptcy of the professional Customer.

21.3 After deactivation in accordance with Article 21.2, COLLECTIVE MINDS is entitled to refuse the Customer any future access to the Services, or to undo the deactivation again after negotiating with the Customer. In each of these cases, COLLECTIVE MINDS is entitled to claim compensation for the damage it has suffered as a result. No portion of any payments of any kind whatsoever previously provided to COLLECTIVE MINDS under this Agreement shall be owed or be repayable to the Customer following the earlier termination by COLLECTIVE MINDS.

Article 22 - Consequences of termination

22.1 If the agreement between COLLECTIVE MINDS and the Customer is terminated by the Customer (cf. Article 20 -), the Customer is obliged to receive prior to his termination the Customer Data and Authorized Users' Personal Data at his own initiative by contacting Collective Minds on e-mail address support@authorfi.ai. Collective Minds will distribute Personal Data manually to Customer, by e-mail.

22.2 If the agreement between COLLECTIVE MINDS and the Customer is terminated by COLLECTIVE MINDS (cf. Article 21 -), the Customer must - within the period stated by COLLECTIVE MINDS when it notified the Customer of the termination – contact COLLECTIVE MINDS on e-mail address support@authorfi.ai. Collective Minds will distribute Personal Data manually to Customer, by e-mail.

22.3 If the Customer fails to meet the provisions of this article, COLLECTIVE MINDS will delete the Customer Data and Authorized Users' Personal Data in due course.

Article 23 - Guaranties

23.1 Immediately after the delivery of the Services (cf. Article 7 -), the Customer must carry out an initial verification. This obligation to verify relates to, among other things: the number of logins, conformity of the delivery, visible defects to the Services, etc. The Customer must immediately inform COLLECTIVE MINDS by e-mail (support@authorfi.ai) of any directly verifiable defects, under penalty of cancellation, within 5 (five) calendar days after delivery and 48 hours after they have been discovered at the latest. Professional Customers must inform COLLECTIVE MINDS by e-mail (support@authorfi.ai) of any hidden defects within 1 (one) month after the date of delivery of the Services and 48 hours after they have been discovered at the latest. Such defects include – amongst others - errors in the back-end of the Website or software, database or programming errors, etc. For Consumers-Customers the legal guarantee for hidden defects is 2 years from the date of delivery of the Services. Such a guarantee can only be claimed in so far as the Consumer-Customer can demonstrate that the defect already existed at the time of delivery. The Consumer-Customer must, under penalty of cancellation, inform COLLECTIVE MINDS of all complaints for hidden defects within one (1) month they are discovered, by e-mail (support@authorfi.ai).

23.2 If no complaints are made within the abovementioned periods, the Customer is deemed to have approved and accepted the delivery and the Services. Under penalty of disallowance of the complaint, the Customer must be able to prove that he has used the Services correctly both before and after he discovered the defects. Under no circumstances does the guarantee or indemnification against hidden defects apply if the damage has been caused by the incorrect or unsafe use of the Services by the Customer (e.g. failure to use a firewall or insufficient protection against viruses). Each claim for indemnification will be denied in the event of alterations or repairs by the Customer or by third parties.

23.3 If no complaints are made within the abovementioned periods, the Customer is deemed to have approved and accepted the delivery and the Services. Under penalty of disallowance of the complaint, the Customer must be able to prove that he has used the Services correctly both before and after he discovered the defects. Under no circumstances does the guarantee or indemnification against hidden defects apply if the damage has been caused by incorrect or unsafe use of the Services by the Customer (e.g. failure to use a firewall or insufficient protection against viruses). Each claim for indemnification will be denied in the event of alterations or repairs by the Customer or by third parties.

23.4 The Customer will bear the costs made as a result of unjustified complaints.

Article 24 - Limitation of liability:

24.1 The Customer acknowledges that complex software is never wholly free from defects, errors, and bugs and that subject to the other provisions of the Agreement, COLLECTIVE MINDS gives no warranty or representation that the Services will be wholly free from defects, errors, and bugs.

24.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities and that subject to the other provisions of this Agreement, COLLECTIVE MINDS gives no warranty or representation that the Services will be entirely secure.

24.3 All statements on the Website itself relating to the reliability and the security of the Services constitute a mere description of COLLECTIVE MINDS's obligation to perform to the best of its ability.

24.4 Under no circumstances will COLLECTIVE MINDS be obliged to compensate indirect, special, or consequential damage, trading losses, loss of income, loss of reputation or goodwill, loss of or damage to information or

data, or any other damage incurred by using the services. This limitation of liability also applies after COLLECTIVE MINDS has been specifically informed of the potential loss of the Customer.

24.5 Neither will COLLECTIVE MINDS be liable for any defects incurred directly or indirectly by an act of the Customer or a third party, irrespective of whether this act is caused by an error or by negligence. COLLECTIVE MINDS can under no circumstances be held liable for the loss or incorrect use of the Customer Data unless this is purely due to negligence on his part.

24.6 To the extent permissible under applicable law the maximum aggregate liability of COLLECTIVE MINDS arising out of or in connection with the Agreement, including any license, use, or other employment of the Services, whether such liability arises from any claim based on breach or repudiation of the contract, breach of warranty, tort, or otherwise, shall not exceed an amount equal to the monthly price actually paid by Customer for the use of the Services immediately preceding the event giving rise to such claim. There shall be only one aggregate liability cap under the Agreement even if there are multiple claims; each claim shall reduce the amount available in the aggregate liability cap.

Article 25 - Force majeure

25.1 Neither Party can be held to perform its obligations under the Agreement if prevented from doing so by Force Majeure. Force majeure means the event or circumstance beyond the control of a Party, that occurred without fault or negligence of the Party and that the Party could not have reasonably prevented, that leads to the affected Party being impeded in the performance of the whole or part of the Agreement, either temporarily or permanently. Force Majeure is understood as: a riot, (civil) war, invasion, hostilities, fire, earthquakes, floods, other physical natural disasters, (acts of) terrorism, pandemics, epidemics, governmental

measures, general strikes, or industrial disputes which affect an essential part of the Services (excluding strikes in the affected Party, its subcontractors or supplier's company), restrictions in energy consumption, either with COLLECTIVE MINDS or with one of its suppliers.

25.2 When there is a Force Majeure event, the affected Party will immediately notify the other Party thereof in writing. Upon termination of the Force Majeure event, the affected Party will notify the other Party immediately.

25.3 In the event of force majeure, COLLECTIVE MINDS reserves the right to renegotiate the terms and conditions of the Agreement. If the parties fail to reach an agreement on the new terms, COLLECTIVE MINDS reserves the right to suspend the performance of the Agreement wholly or in part for the duration of the force majeure or altogether, without being required to pay any compensation.

Article 26 - Maintenance

26.1 COLLECTIVE MINDS shall, where practicably possible, give to the Customer five (5) days prior written notice of a Maintenance that is likely to affect the availability of the Services.

26.2 COLLECTIVE MINDS shall effectuate the Maintenance with reasonable skill and care.

Article 27 - Severability

27.1 If any provision of the Agreement is, or becomes, illegal, unenforceable, or invalid, the relevant provision is deemed to be modified to the extent required to remedy the illegality, unenforceability, or invalidity.

27.2 If modification under Article 27.1. is not possible, the provision must be treated for all purposes as severed from the Agreement without affecting

the legality, enforceability, or validity of the remaining provisions of the Agreement.

Article 28 - Applicable law and jurisdiction

28.1 These General Terms and Conditions and the Agreement shall be governed by and construed according to American law in the state of Pennsylvania. No effect shall be given to any other choice of law or to any conflict-of-laws rules or provisions that would result in the application of the laws of any country other than the United States of America.

Article 29 - Third Party LLM Providers

29.1 Processing by Third Party LLM Providers. When using COLLECTIVE MINDS “Authorfi SaaS”, Third Party LLM Provider acts as a sub-processor of personal data submitted to Collective Minds, including personal data that may be contained in Inputs (defined below) or other Customer Data. All personal data processing activities will be governed by the DPA in place between COLLECTIVE MINDS and Customer.

29.2 Inputs and Outputs. Questions, data, content or information submitted to COLLECTIVE MINDS “Authorfi SaaS” by or on behalf of the Customer (“Inputs”) and answers or other results generated COLLECTIVE MINDS “Authorfi SaaS” based on such Inputs (“Outputs”) shall be considered as Customer Data, respectively. Inputs and Outputs therefore fall under this Agreement and are subject to the rights, restrictions and obligations applicable there to.

29.3 Accuracy. Outputs may contain material inaccuracies and may not reflect correct, current or complete information. The Customer may not mislead others that Output is human-generated. The Customer may not rely, or encourage others to rely, on any Outputs without independently evaluating their accuracy and appropriateness of use, including the use of

control through human intervention. COLLECTIVE MINDS makes no representations or warranties and provides no indemnities with respect to Outputs.

29.4 Rights to Use. Customer permits Third Party LLM Provider to use Inputs and Outputs or other Customer Data/Personal Customer Data/Authorized Users Personal Data submitted to COLLECTIVE MINDS as necessary to provide and maintain the Services of COLLECTIVE MINDS, comply with applicable Laws, and enforce its respective policies.

29.5 Restrictions on Use. In addition to any general obligations and restrictions pertaining to Customer's use of Services under the Agreement, Customer represents and warrants that:

- Customer's use of COLLECTIVE MINDS SaaS "Authorfi", will not breach or violate the AUP or any third party terms, policies or other agreements, including applicable [OpenAI policies](#), nor will Customer use COLLECTIVE MINDS SaaS "Authorfi" to generate content for dissemination in electoral campaigns or content that encourages violence, terrorism, or other serious harm;
- Customer will only provide and/or instruct to use content from publicly accessible website(s) or other sources where its use (including data extraction) is explicitly permitted and/or where Customer is authorized to do so; and
- Customer will not, nor permit others, to: (i) use COLLECTIVE MINDS SaaS "Authorfi" to develop any models that compete with COLLECTIVE MINDS or Third Party LLM Provider or (ii) use any method to extract data, or infer information, from COLLECTIVE MINDS SaaS "Authorfi" or otherwise attempt to discover underlying components of COLLECTIVE MINDS (e.g., models, algorithms, systems) (except to the extent such restrictions are contrary to applicable law).

- Customer will be fully responsible for use of COLLECTIVE MINDS SaaS “Authorfi” (including any and all Inputs submitted) by any (Authorised) User and any other person as if was effected by Customer itself.

Annex 1 - Acceptable Use Policy (AUP)

1 General

1.1 This AUP sets out the obligations and responsibilities of the Customer in connection with the use of the Service. The Customer shall ensure and warrants that the Authorized Users are made aware of these obligations and responsibilities and that they comply with them in their usage of the Service.

2 (Mis)use

2.1 The Customer is only entitled to use the Service for its intended purpose and to only use the Service in conjunction with the devices, operating systems, and other prerequisites that are needed in order to run the Service and the data, input, and information uploaded to the Service by the Customer or its Authorized Users, as are needed to derive the benefit of the Service.

2.2 The Service may not be used for illegal or irresponsible actions. The following is, in any event (non-exhaustive), considered to be illegal or irresponsible:

2.2.1 using the Service to cause harm to minors (e.g. child pornography);

2.2.2 sending, spreading, publishing, or displaying materials which (i) endanger a person’s security or health or which could harm institutions, the

public safety, or public health; (ii) are excessively violent or which incite violence, threaten with violence, having a harassing content or contain hate generating comments; (iii) promote illegal drugs, violate the export regulations or that are connected to illegal gambling or illegal arms trafficking;

2.2.3 using the Service to disrupt the systems in the network and/or Solution and/or to disrupt the network services or network communications

2.2.4 using any material (via uploading or otherwise) that infringes any copyright, trademark, patent, trade and/or other secrets or other (intellectual) property rights of third parties;

2.2.5 using the Service to make fraudulent offers, to buy or sell fraudulent goods or services, or to promote scams;

2.2.6 collecting or using (i) (personal) information without the permission of the owner of the information; (ii) e-mail addresses; screen names; e-ID cards, payment card and/or credit card data, or other user identification without the permission of the identified person, including but not limited to phishing, internet scamming, theft of passwords, spidering or harvesting;

2.2.7 to deliberately spread viruses or to introduce other types of malicious programs into the network or system which aim to harm (or threaten to do so) the systems, software, or data of third parties;

2.2.8 exploiting the Service to gain access or attempt to gain access to the accounts of third parties;

2.2.9 violating the integrity of computer- and network systems; including developing or using programs that hinder other users or infiltrate and/or damage a computer, a computer system, or a network that alter the software components of a computer, a computer system or a network;

2.2.10 gaining or attempting to gain access to the accounts of third parties, or to infiltrate or attempt to infiltrate the security of the computer software or hardware, electronic communication systems of the Service, or a third party.

3 Security

3.1 In order to protect the Service, the Customer shall be responsible for:

3.1.1 ensuring that access is only provided to the Authorized Users and that the Authorized Users only have access to their accounts;

3.1.2 protecting and keeping safe the log-in credentials;

3.1.3 ensuring that the Service is only used in accordance with the proper devices, operating systems, and other prerequisites that are needed in order to run the Service;

3.1.4 ensuring the devices, operating systems, and other prerequisites that are needed in order to run the Service contain the necessary protection measures (e.g. anti-virus software, firewalls, etc.);

3.2 It is prohibited:

3.2.1 to bypass the user identification or security of the Service, network, or account or to provide itself or Authorized Users unauthorized access to data and/or to provide itself or the Authorized Users access to data which was not meant for it;

3.2.2 to login to or make use of a server or account to which the Customer or the Authorized Users have no access;

3.2.3 to make use of tools that are designed to bypass or break security measures or to introduce or make use of tools designed to create excessive requests (e.g. (distributed) denial of service attacks) to bring down the SaaS.

4 Breach of this AUP

4.1 The Customer recognizes and accepts that compliance with this AUP constitutes an essential obligation of the Agreement. As such, COLLECTIVE MINDS shall be entitled to terminate the Agreement in case of breach or non-compliance with this AUP.

4.2 Without prejudice to any liability provisions, in the event that the Customer or its Authorized Users breach this AUP, the Customer shall also defend, indemnify and hold harmless COLLECTIVE MINDS for any damages, losses, expenses, liabilities, or claims that COLLECTIVE MINDS might incur as a result.

4.3 A breach of this AUP might also lead to criminal and/or civil prosecution. The Customer recognizes and accepts that COLLECTIVE MINDS will comply with the competent authorities and/or relevant third parties to investigate criminal and other undesirable activities relating to the (mis)use of the SaaS.