

## Image Editing Terms

between

**neurapix UG (haftungsbeschränkt)**, Am Feuerschanzengraben 10, 37083

- hereafter: **Neurapix**-

and

the customer

- hereafter: **user** –

### 1. Scope of application

Neurapix UG (haftungsbeschränkt) ("Neurapix") offers a service for cloud-based post-processing of photos. These terms and conditions apply to all image processing performed by Neurapix, regardless of whether the order is processed via a website provided by Neurapix, a computer program or a plug-in for third-party software.

1.1 For the processing carried out by Neurapix, these GTC are exclusively decisive. Deviating GTCs to the contrary shall not become part of the contract.

### 2. Editing by Neurapix

2.1 Neurapix's offer is aimed at photographers who want to quickly and consistently post-process their photos in individual styles. For this purpose, Neurapix creates algorithms ("neural networks") using artificial intelligence, which make it possible to edit photos according to the individual style of a photographer. The storage of the neural networks and subsequent processing of the images takes place either cloud-based on the hardware resources of Neurapix or locally on the user's computer. Data transfer and account management is done cross-channel via apps, plugins and websites provided by Neurapix.

2.2 The service provision by Neurapix is divided into two steps. The first step consists of the training of individual neural networks ("onboarding"). For this purpose, a user sends Neurapix a number of photos to be agreed upon, which are processed in the individual style of the user. Neurapix creates a neural network from the images, which is able to transfer the user's editing style to other photos. Onboarding is free of charge. The individual style of the user is used - subject to deviating agreements between Neurapix and the user - exclusively for the edits of

the associated user. The storage of the individual neural networks is done by Neurapix. Neurapix reserves the right to delete neural networks if they are not used for 12 months.

- 2.3 The individually trained neural network is continuously developed by Neurapix based on the user's feedback (acceptance of the images, post-processing) and further adapted to the user's needs. This process is also free of charge.
- 2.4 The second service step consists of the use of the individually trained networks for the automated processing of unedited photos. This is done either in such a way that the user sends Neurapix unedited photos by means of an app or a plug-in provided by Neurapix for this purpose. Subsequently, the user selects whether the submitted photos should be edited based on his network in his individual style or based on other styles offered by Neurapix. Neurapix edits the submitted photos in the selected style and then transmits the edited photos back to the user via the transfer channels used. Alternatively, Neurapix offers a local execution of the editing on the user's computer. The scope included in the editing is described or selected when the editing is commissioned. The processing carried out in this way is liable to pay costs according to the following regulations.
- 2.5 Neurapix provides the user with guidelines for the use of its software, from which file formats and transmission details for the image files to be transmitted result.

### **3. Access/ Delivery time/ Availability**

- 3.1 Neurapix offers several channels through which users can make use of Neurapix's service. The account management takes place via a website provided by Neurapix for this purpose. The upload of the necessary data for the onboarding and the transmission of the images to be processed are done via the Neurapix plugin. The required file formats result from the guidelines provided by Neurapix.
- 3.2 The processing and provision of the processed images by Neurapix takes place immediately after the transmission to Neurapix.
- 3.3 Neurapix keeps the processed image files available for a period of 48 hours. A further archiving of the processed image files does not take place by Neurapix. Excluded from this are such image files which are necessary for the improvement of the processing algorithm.
- 3.4 Neurapix stores the image files transmitted for the purpose of onboarding as well as individual image files transmitted subsequently, which are necessary for the continuous improvement of

the individual neural networks, for the duration of the existence of this contractual relationship.

#### **4. Duties of the user**

- 4.1 The user ensures that the personal and payment data provided by him are complete and correct. If the personal data changes, the user shall update this in his online account.
- 4.2 The user keeps his login data secret and protects them from unauthorized access by unauthorized third parties.
- 4.3 The user agrees to refrain from all actions that could endanger or disrupt the functioning of the systems of Neurapix. The user also undertakes to refrain from any attempts to access data which the user is not authorized to access.

#### **5. Conclusion of the contract**

- 5.1 In order to use services of Neurapix, it is necessary that the user registers on the internet portal of Neurapix. The service contract between Neurapix and the user is concluded by the subsequent sending of a registration confirmation by e-mail to the e-mail address provided by the user. The registration does not cause any costs for the user.
- 5.2 The chargeable commissioning of individual cloud-based processing services takes place within the scope of this contract by sending the image files to be processed. The conclusion of a Flatrate contract for the purpose of local image processing shall take place via the internet portal of Neurapix. Further details are regulated by clause 6 of this contract.
- 5.3 Registration of a legal entity may be made only by a person authorized to represent it.

#### **6. Prices/ Payment methods**

- 6.1 The processing of image files by Neurapix is subject to a fee. A claim for remuneration arises in case of cloud-based processing by transmission of image files to be processed to Neurapix. In case of booking a Flatrate, the claim for remuneration arises through the conclusion of the booking via the internet portal of Neurapix.
- 6.2 In the case of cloud-based processing, Neurapix shall be remunerated on a sliding scale in the amount of a fixed sum for each image file processed by Neurapix. The current prices can be viewed on the website of Neurapix. In case of price changes or new price models Neurapix will inform the user on the Neurapix website as well as by e-mail. The prices for the booking of the Flatrate are visible within the booking process in the internet portal of Neurapix.

- 6.3 The claim for remuneration of Neurapix arises in case of cloud-based processing by the transmission of the selected image files by the user and the provision of the processed image files by Neurapix. In case of booking a Flatrate, the claim for remuneration of Neurapix arises by the conclusion of the booking process via the internet platform of Neurapix.
- 6.4 Neurapix provides the user with a credit account ("free pictures"). On this account there is a credit balance available to the user. Each credit entitles the user to the cloud-based processing of an image file without Neurapix charging for it. Credits can be acquired in the context of special promotions, recommendation programs or by refunds. If charged, Neurapix will give priority to claiming the user's credit account before charging for submitted image files. The status of his credit balance can be viewed by the user in his login area of the Neurapix portal.
- 6.5 Neurapix shall create a statement for each month in which the User performs cloud-based chargeable billing and shall make it available to the customer by e-mail after the end of the billing month. For this purpose, the user must provide his current e-mail address during registration and ensure that e-mail receipt is not prevented by technical blocks (spam filters). Unless otherwise agreed, invoices shall become due for payment upon transmission and shall be paid within 14 days of receipt of the invoice. The collection of a direct debit takes place 3 bank working days after transmission of the invoice. The user agrees that the invoice will be sent by e-mail.

## **7. Copyright**

- 7.1 The user is entitled to the sole copyright and right of use of the image files transmitted by him as well as of the processed image files. Neurapix may not use the image files for purposes other than the execution of this contract without the consent of the user.
- 7.2 The sole copyright and right of use of the neural networks trained on the basis of the user's image files is held by Neurapix. Neurapix is at no time obliged to hand over the neural networks to the user.
- 7.3 Neurapix is not authorized at any time to make the individual style trained on the basis of the transmitted image files of the user available to third party users for their processing, unless the user has given his consent for such use.
- 7.4 Neurapix may use individual neural networks trained on the basis of the user's image files for advertising purposes. The image files themselves may not be used by Neurapix for this purpose without the consent of the user.

## **8. Data retention/ Data security**

8.1 Da Since the transmitted photographs may contain personal data, Neurapix concludes an data processing contract with the user together with this contract upon registration. Details on data security result from the order processing contract.

8.2 Neurapix stores image files, which the user sends for the purpose of processing, in principle only up to 48 hours after downloading by the user and exclusively for the purpose of processing for the user. In addition, Neurapix stores the image files sent for the purpose of onboarding as well as selected image files sent for the purpose of processing as a basis for the continuous improvement of the individual neural networks of the user. The storage takes place at most until the termination of this contractual relationship.

8.3 Neurapix does not hand over the image files stored for the purpose of training or the individually trained neural networks to the user. If the image files and the individual networks are no longer required for the purposes described above, they will be permanently deleted.

## **9. Liability/ Warranty**

9.1 Neurapix shall be liable without limitation in case of injury to life, body or health, in case of intent and gross negligence, in case of fraudulent concealment or the assumption of a guarantee as well as in cases in which liability is mandatory by law. In the event of a slightly negligent breach of an obligation, the breach of which jeopardizes the achievement of the purpose of the contract or the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer could rely, liability shall be limited to foreseeable damages typical for the contract.

9.2 Neurapix is not liable for any damage caused to the user due to insufficient image quality. Furthermore, it is incumbent upon the user to check the processed images with regard to individual quality requirements before using them commercially.

9.3 Neurapix is also not liable for damages resulting from exceeding the delivery time mentioned in clause 3 (e.g. due to technical failures).

## **10. Duration and termination of the contract**

10.1 The duration of the contract is not limited in time.

10.2 This Agreement may be terminated by either party at any time. The termination shall be made in text form (e.g., e-mail, letter, fax).

10.3 Deletion of the User's stored image files as well as deletion of the individually trained neural networks shall take place within 14 days after termination of the contractual relationship.

## **11. Final provisions**

11.1 We reserve the right to make changes to these GTC. The User shall be notified of the amendment in good time before it comes into force by e-mail. The changes shall become effective on the date indicated and shall be deemed approved if the user does not terminate the contract by the time the changed GTC come into effect. Neurapix will point this out separately at the announcement.

11.2 All legal disputes arising from or in connection with this contract shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

11.3 The place of performance for all obligations of the contractual partners is - if the customer is a merchant - the registered office of Neurapix..

11.4 Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the contracting parties with the invalid or unenforceable provision.