

# Terms of Service

Thank you for using NeoFables!

These Terms of Use (“**Terms**”) apply to your use of NeoFables along with any associated software applications, technology and websites (“**Services**”). You form a contract with us when you confirm that you accept these Terms or when you otherwise use the Services.

Our [Privacy Policy](#) explains how we collect and use personal information. Although it does not form part of these Terms, it is an important document that you should read.

## Registration and access

**Minimum age.** You must be at least 13 years old or the minimum age required in your country to consent to use the Services. If you are under 18, you must have your parent or legal guardian’s permission to use the Services and ask them to read these Terms with you.

**Registration.** You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account. If you create an account or use the Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

## Usage Policy

**What you can do.** Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws as well as the Service-specific terms and policies listed above.

**What you cannot do.** You may not use our Services for any illegal, harmful, or abusive activity. For example, you are prohibited from:

- Using our Services in a way that infringes, misappropriates or violates anyone’s rights.
- Modifying, copying, leasing, selling or distributing any of our Services.
- Attempting to or assisting anyone to reverse engineer, decompile or discover the source code or underlying components of our Services, including our models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law).
- Automatically or programmatically extracting data or Output (defined below).
- Representing that Output was human-generated when it was not.
- Interfering with or disrupting our Services, including circumventing any rate limits or restrictions or bypassing any protective measures or safety mitigations we put on our Services.
- Using Output to develop products that compete with NeoFables.

- **Comply with applicable laws** – for example, don't compromise the privacy of others, engage in regulated activity without complying with applicable regulations, or promote or engage in any illegal activity, including the exploitation or harm of children and the development or distribution of illegal substances, goods, or services.
- **Don't use our service to harm yourself or others** – for example, don't use our services to promote suicide or self-harm, develop or use weapons, injure others or destroy property, or engage in unauthorized activities that violate the security of any service or system.
- **Don't repurpose or distribute output from our services to harm others** – for example, don't share output from our services to defraud, scam, spam, mislead, bully, harass, defame, discriminate based on protected attributes, sexualize children, or promote violence, hatred or the suffering of others.
- **Respect our safeguards** - don't circumvent safeguards or safety mitigations in our services.

**Third party Services.** Our services may include third party software, products, or services, ("Third Party Services") and some parts of our Services may include output from those services ("Third Party Output"). Third Party Services and Third Party Output are subject to their own terms, and we are not responsible for them.

**Feedback.** We appreciate your feedback about our Services, but you agree that we may use it to provide, maintain, develop, and improve our Services, without compensation to you.

## Content

**Your content.** You may provide input to the Services ("**Input**"), and receive output from the Services based on the Input ("**Output**"). Input and Output are collectively "**Content**". You are responsible for Content, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licences, and permissions needed to provide Input to our Services.

**Ownership of content.** As between you and NeoFables, and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) own the Output. We hereby assign to you all our right, title, and interest, if any, in and to Output.

**Similarity of content.** Due to the nature of our Services and artificial intelligence generally, Output may not be unique and other users may receive similar output from our Services.

**Our use of content.** We can use your Content worldwide to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies and keep our Services safe.

**Accuracy.** Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services may in some situations result in Output that does not accurately reflect people, places, or facts.

When you use our Services you understand and agree:

- Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.
- You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.
- Our Services may provide incomplete, incorrect, or offensive Output that does not represent NeoFables views. If Output references any third party products or services, it doesn't mean the third party endorses or is affiliated with NeoFables.

## Our IP rights

We and our affiliates own all rights, title, and interest in and to the Services.

## Paid accounts

**Billing.** If you purchase any Services, you will provide complete and accurate billing information, including a valid payment method.

**Service credits (Tokens).** You can pay for some Services in advance by purchasing Service Credits ("Tokens").

1. We may offer the option to prepay for certain Services through the purchase of credits ("Tokens"). Tokens represent the amount you have paid in advance for use of the respective Services. Additional terms may apply to specific Services.
2. We may also offer Tokens free of charge as part of a promotional program rather than for purchase ("Promo Tokens"). Promo Tokens will not be applied against any sales, use, gross receipts, or similar transaction based taxes that may be applicable to you.
3. Tokens are not legal tender or currency; are not redeemable, refundable, or exchangeable for any sum of money or monetary value; have no equivalent value in fiat currency; do not act as a substitute for fiat currency; and do not constitute or confer upon you any personal property right. Tokens are non-transferable and may be used only in connection with the applicable Service.
4. **All sales of Services, including sales of prepaid Services, are final. Tokens are not refundable and expire one year after the date of purchase or issuance if not used, unless otherwise specified at the time of purchase.**
5. Your available Tokens balance may be reviewed in your NeoFables account. You are solely responsible for verifying that the proper amount of Tokens has been added to or deducted from your balance. Your Tokens balance is not a bank account, digital wallet, stored value account, or other payment device.
6. We prohibit and do not recognize any purported transfers, sales, gifts, or trades of Tokens. Evidence of any attempt to use, sell, or transfer Tokens in any manner

violates these Terms and may result in revocation, termination, or cancellation of the Tokens and/or your use of the Services without refund and/or immediate suspension or termination of your account.

7. We reserve the right to suspend or terminate your use of the Services in accordance with the Agreement, including suspending or terminating your Tokens balance, in compliance with applicable law.
8. The consumption rate of Tokens varies based on how you use our Services. We do not guarantee that a specific amount of Tokens will correspond to an exact amount or value of Services. The actual value derived from Tokens depends on your individual usage patterns and the specific Services you access.

**Changes to Prices and Token Consumption:** Our prices may change from time to time. The rate at which Tokens are consumed may also vary based on changes to our pricing or the prices of third-party services. During the Token purchase process, you will be provided with an approximate estimate of the current value and consumption rate of Tokens.

## Termination and suspension

**Your rights.** You can stop using our Services and end your relationship with NeoFables at any time by simply closing your account and stopping your use of the Services.

**NeoFables rights.** We may take action to suspend or terminate your access to our Services or close your account if we determine, acting reasonably and objectively:

- You breached these Terms or our usage policies.
- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to NeoFables, our users, or anyone else.
- Your account has been inactive for over a year and you do not have a paid account.

**Appeals.** If you believe we have suspended or terminated your account in error, you can file an appeal with us by [customer@neofables.com](mailto:customer@neofables.com).

## Our commitments to you

**How we provide the Services.** We commit to provide the Services to you with reasonable skill and care and to act with professional diligence. We do not promise to offer the Services forever or in their current form for any particular period of time.

**Liability.** Provided that we have acted with professional diligence, we do not take responsibility for loss or damage caused by us, unless it is:

- caused by our breach of these Terms or
- reasonably foreseeable at the time of entering into these Terms.

We do not take responsibility for loss or damage caused by events beyond our reasonable control. We do not exclude or limit our liability to you in any way where it would be unlawful for us to do so. You still have the full protections of the laws applicable to you.

**Statutory rights.** You have certain statutory rights that cannot be limited or excluded by a contract like these Terms or that you are legally entitled to, for example, by virtue of being a consumer. These Terms are in no way intended to affect or restrict those rights.

**EEA consumer guarantee.** If you are an EEA-based consumer, then EEA consumer laws provide you with a legal guarantee covering the Services.

## Dispute resolution

**Concerns.** If we have a dispute, we would first like to understand and try to address your concerns before any formal legal action. To share your concerns you can contact us through this [customer@neofables.com](mailto:customer@neofables.com).

## Copyright complaints

If you believe that your intellectual property rights have been infringed, please send notice to the address below. We may delete or disable Content alleged to be infringing and may terminate accounts of repeat infringers.

NeoFables s.r.o.  
Roháčova 145/14  
Praha, 13000, Česká Republika

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorised to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the allegedly infringing material is located on our site so we can find it;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law; and
- A statement by you, that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorised to act on the copyright owner's behalf.

## General terms

**Assignment.** You may not assign or transfer any rights or obligations under these Terms. We may assign or transfer our rights or obligations under these Terms to any affiliate or subsidiary or any successor in interest of any business associated with our Services. If we do, any rights you have as a consumer will not be affected. If you are not satisfied, you have the right to terminate your relationship with NeoFables and stop using our Services at any time.

**Changes to these Terms or our Services.** We are continuously working to develop and improve our Services. We may update these Terms or our Services accordingly from time to time. For example, we may make changes to these Terms or the Services due to:

- Changes to the law or regulatory requirements.
- Security or safety reasons.
- Circumstances beyond our reasonable control.
- Changes we make in the usual course of developing our Services.
- To adapt to new technologies.

**Delay in enforcing these Terms.** If we or you delay enforcing a provision of these Terms, either of us can still enforce it later, and it will not prevent us or you from taking steps against the other at a later date. If any part of these Terms is determined to be invalid or unenforceable, it will not affect the enforceability of any other part of these Terms.

**Trade controls.** You must comply with all applicable trade laws, including sanctions and export control laws. Our Services may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. or EU embargoed country or territory or (b) any individual or entity with whom dealings are prohibited or restricted under applicable trade laws. Our Services may not be used for any end use prohibited by applicable trade laws, and your Input may not include material or information that requires a government licence for release or export.

**Governing law.** The law of the jurisdiction where you are a resident will govern these Terms.

## **Social media, livestreaming, and demonstrations**

To mitigate the possible risks of AI-generated content, we have set the following policy on permitted sharing.

Posting your own prompts or completions to social media is generally permissible, as is livestreaming your usage or demonstrating our products to groups of people. Please adhere to the following:

- Manually review each generation before sharing or while streaming.
- Attribute the content to your name or your company.
- Do not share content that violates our Usage Policy.
- If taking audience requests for prompts, use good judgment; do not input prompts that might result in violations of our Usage Policy.

## **Use of the Services addendum**

**Limitation of liability.** NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE

TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.

NEOFABLES AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ADDENDUM.

**Indemnity.** If you are a business or organisation, to the extent permitted by law, you will indemnify and hold harmless us, our affiliates, and our personnel, from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to your use of the Services and Content or any violation of these Terms.

## **Changes to the terms and conditions**

We may update this Privacy Policy from time to time. When we do, we will post an updated version on this page, unless another type of notice is required by applicable law.