

SETFLOW AI - TERMS OF SERVICE

1. Introduction

- 1.1 These terms of service (and any other terms or information incorporated into them by reference) (collectively the "Terms") govern your access and use of SETFLOW AI, a software SaaS service www.ai.setflow.io (the "SETFLOW AI").
- 1.2 We are Igreg Studio s.r.l. and we operate Setflow AI. We are a company registered in Italy and our address is at Via Giuseppe Longhi, 1, Milan, 20137. Our VAT number is IT10201210969.
- 1.3 These Terms govern the use of SETFLOW AI:
 - By any Partners (meaning Talent and Vendors) that have already successfully created an account on Setflow. Setflow Ai is a Fee-based services for the purposes of art. 5.2 of the T&C between us and the Partner;
 - By Customers as part of the Services included in the Subscription purchased or as additional service.
- 1.4 Setflow AI is offered and available to users who are trader and/or professional (meaning any natural person or any legal person, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession) at least 18 years of age and of legal age to form a binding contract. By using Setflow AI, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use Setflow AI.
- 1.5 You should print a copy of these Terms for future reference.

2. Account

- 2.1 Use of Setflow AI is restricted to registered users that have purchased a subscription. In order to use Setflow AI and benefit from your subscription, you shall register to Setflow AI and create an account, following the online procedure described herein. You shall provide all the data and information required during the registration phase.
- 2.2 Your account will have the features provided by the type of account you purchased (standard or enterprise).
- 2.3 If you already have a valid "Setflow" account, you can use such account to access Setflow AI and subscribe.

3. Grants of right

- 3.1 In consideration of payment by you of the agreed fee, You may access, and we grant you a non-exclusive, non-transferable, revocable right, without the right to sublicense, to use Setflow AI in accordance with these Terms, solely for your internal business operations.
- 3.2 You will comply with these Terms and all applicable laws when using Setflow AI.
- 3.3 Your use of Setflow AI is subject to the terms, conditions, and use restrictions in the Creative ML OpenRAIL-M license (available at <https://huggingface.co/spaces/CompVis/stable-diffusion-license>). You must review and follow the terms of such license.
- 3.4 We and the relevant licensor (Dream Studio and Open AI) own all rights, title, and interest in and to Setflow AI.
- 3.5 You acknowledge that all intellectual property rights in Setflow AI anywhere in the world belong to us or our licensors, that rights in Setflow AI are licensed (not sold) to you, and that you have no rights in, or to, Setflow AI other than the right to use them in accordance with the terms of these Terms.

4. Setflow AI

- 4.1 SETFLOW AI uses artificial intelligence tools to generate visual content from text prompts ("Content"). You may provide input to SETFLOW AI ("Input") and receive output generated and returned by SETFLOW AI based on the Input ("Output"). Input and Output are collectively "Content."
- 4.2 **Input:** You are solely responsible for your Input. With respect to Input you upload to Setflow AI, you represent and warrant that you own all right, title, and interest in and to such input, including without limitation, all copyrights and rights of publicity contained therein.
You must not submit any Input that: (a) includes trademarks or other materials protected by third-party Intellectual Property Rights, unless you have sufficient rights in such materials; (b) is intended to generate Output that is substantially similar to a third party's copyrighted work or is otherwise protected by third-party Intellectual Property Rights, unless you have sufficient rights in such work; (c) contains personal information

unless you comply with all data protection and privacy laws and regulations applicable to the personal information, including providing privacy notices and obtaining consent, where required.

- 4.3 **Content:** You are responsible for the Content, including for ensuring any Content sharing does not violate any applicable law, intellectual property right of any third party, or these Terms.
- 4.4 **Output:** You are solely responsible for the creation and use of the Output and for ensuring the Output complies with our Terms. Subject to your compliance with these Terms and to the extent permitted by applicable law, we hereby assign to you all its right, title and interest in and to Output. This means you can use Content for any purpose, including commercial purposes such as sale or publication, if you comply with these Terms.
- 4.5 You agree that we may use the Content to develop and improve SETFLOW AI, including by storing your Content and associated metadata (i.e., image specifications, seeds, and text prompts) in a “history” section of your account so that you may browse and retrieve Content you previously have generated using the SETFLOW AI. We may use Content also to comply with applicable law and enforce our policies.
- 4.6 Depending on the license you purchased, we may have the right to use your Content to promote Setflow, for example within our social pages.
- 4.7 Please keep in mind that if you have chosen a standard account your Content and profile will be visible to Setflow users. Therefore, we recommend that you choose an enterprise account if you want to keep your Content private. Please contact us if you have any questions.

5. Content

- 5.1 Due to the nature of machine learning, Output may not be unique across users and Setflow AI may generate the same or similar Output for a third party or us. Responses that are requested by and generated for other users are not considered your Content. The Output may not be protectable by Intellectual Property Rights.
- 5.2 Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve Setflow AI to make it more accurate, reliable, safe and beneficial. We also rely on third parties AI Tool as mentioned above, that are constantly evolving as well. Given the probabilistic nature of machine learning, use of our Setflow AI may in some situations result in incorrect Output that does not accurately reflect real people, places, or facts. You should evaluate the accuracy of any Output as appropriate for your use case, including by using human review of the Output.
- 5.3 We and our licensors have taken — and continue to take — efforts to preclude your creation of extreme content, we cannot guarantee the suitability or appropriateness of the resulting images you generate. You are solely responsible for your use of Setflow AI, including your text prompts, generation of Content, and the consequences of your Content sharing.

6. Restrictions

- 6.1 Except as expressly set out in these Terms or as permitted by any local law which is incapable of exclusion by agreement between the parties, you shall not:
 - attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Setflow Ai in any form or media or by any means; or
 - attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Setflow AI;
 - attempt to obtain, or assist third parties in obtaining, access to Setflow Ai other than as provided under these Terms.
- 6.2 You shall not use Setflow AI to store, access, publish, disseminate, distribute or transmit any material which:
 - is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - facilitates illegal activity;
 - depicts sexually explicit images;
 - promotes unlawful violence;
 - is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
 - In any way violates any applicable national, federal, state, local or international law or regulation;
 - generates or disseminates verifiably false information and/or content with the purpose of harming others;
 - generates or disseminates personal identifiable information that can be used to harm an individual;
 - defames, disparages or otherwise harasses others;

- Includes sensitive personal information (such as phone numbers, residential addresses, health information, social security numbers, driver's license numbers, or other account numbers) about yourself or any other person;
 - Violates the privacy, publicity, or other rights of any third party;
 - Furthers or promotes criminal activity or enterprise or provide instructional information about illegal activities;
 - Generates any Content or engage in Content sharing that a reasonable person could find obscene, lewd, lascivious, offensive, pornographic, indecent, vulgar, prurient, excessively violent, or to be a glorification or promotion of violence or a celebration of the suffering or humiliation of any person or class of people (whether living or deceased);
 - Generates Content or engage in any Content sharing that has any risk or possibility of exploiting, harming, or endangering the health or well-being of children or other minors ("Children"), such as images of Children in sexualized costumes, poses, or a sexual fetishistic context, or which identifies, directly or indirectly, alleged victims of child sexual exploitation, or for the purpose of exploiting, harming or attempting to exploit or harm Children in any way;
 - generate Content or engage in any Content sharing that may exploit any vulnerabilities, offend human dignity or may otherwise be defamatory, libelous, harassing, threatening, embarrassing, disparaging, distressing, hateful — racially, ethnically, or otherwise — to a person or class of people, or which may be discriminatory towards a person's or class of people's race, religion, color, age, ethnicity, national origin, disability, physical, or mental characteristics, sexual orientation, gender expression, gender identity, family status, medical or genetic condition, personality characteristics, or physical appearance, including through the material distortion of the behavior of any such person or class of people in a manner that causes or is likely to cause that person or class of people physical or psychological harm;
 - Generate Content or engage in any Content sharing that is intentionally misleading, false, or otherwise inappropriate or with the purpose of harming others, regardless of whether the Content or its dissemination is unlawful;
- 6.3 Setflow AI may block certain text prompts and blur resulting Content if we find the prompt or resulting image offensive, insensitive, or hurtful, even in circumstances where you may not have had any ill intent or where the Content does not otherwise violate the prohibitions described above. We may also block text prompts or block or remove Content that we otherwise find objectionable or that we believe in our reasonable judgment may expose us or others to any harm or liability. You may object such decision by contacting us.
- 6.4 We reserve the right, on no less than thirty (30) days' prior written notice to you, such notice specifying the breach of this condition and requiring it to be remedied within the thirty (30) day period, to disable your access to Setflow AI, for the duration of time that the breach remains unremedied.

7. Fees and Payments

- 7.1 You shall purchase a credit pack to use Setflow AI. For each use of Setflow AI you will use credits that will be deducted from your package.
- 7.2 You will pay all fees charged to your account according to the prices and terms on the applicable pricing page, or as otherwise agreed between us in writing in the order form.

8. Term

- 8.1 Setflow AI is provided on a subscription basis for the term specified in your order form, in accordance with the respective subscription plan purchased under such order form.
- 8.2 These Terms take effect when you first use the Setflow AI and remain in effect until the end date specified in the order form.
- 8.3 We may terminate these Terms immediately upon notice to you if you materially breach Sections 2 (License), 6 (Restrictions), if there are changes in relationships with third party technology providers outside of our control, or to comply with law or government requests. We may suspend your access to Setflow AI if you do not comply with these Terms, if your use poses a security risk to us or any third party.

9. Indemnification; Disclaimer of Warranties; Limitations on Liability

- 9.1 You will defend, indemnify, and hold harmless us from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of Setflow AI, including your Content, products

or services you develop or offer in connection with Setflow AI, and your breach of these Terms or violation of applicable law.

- 9.2 Setflow AI is provided “as is.” except to the extent prohibited by law, we make no warranties (express, implied, statutory or otherwise) with respect to Setflow AI, and disclaim all warranties including but not limited to warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, and quiet enjoyment, and any warranties arising out of any course of dealing or trade usage. We do not warrant that Setflow AI will be uninterrupted, accurate or error free, or that any Content will be secure or not lost or altered.
- 9.3 Limitations 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 shall not exceed the amount you paid for the service that gave rise to the claim during the 12 months before the liability arose. The limitations in this section apply only to the maximum extent permitted by applicable law.

10. Other important terms

- 10.1 We'll let you know via email or another durable medium about any changes we're making to these terms (including the policies referred to in them), unless they're just editorial changes which don't alter the terms' content or meaning. We'll give you at least 15 days' notice before such changes take effect.
- 10.2 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 10.3 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 10.4 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.5 Italian law governs these Terms, its subject matter and its formation (and any non-contractual disputes or claims). We both irrevocably agree to the exclusive jurisdiction of the courts of Milan, Italy.

11. In accordance with, and for the effects of, Articles 1341 and 1342 of the Italian Civil Code, you declare to have understood the content and expressly approve the following Articles: **2 Account**

; 4 Setflow AI; 5 Content; 6 Restrictions; 9 Indemnification; Disclaimer of Warranties; Limitations on Liability; 10 Other important terms