

TERMS OF SERVICE FOR GETNAME.AI

§ 1. DEFINITIONS

1.1 Terms used in these Terms of Service shall have the following meanings:

- a) Service Provider - Robokat Spółka z o.o. with its registered office in Dzierżoniów (postal code 58-200) at Diorowska 26, entered into the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, under number 0001110780, Tax ID (NIP): 8822148098, share capital: PLN 100,000.
- b) Service/Application - getName.ai software, designed for automatic recognition and generation of product attributes based on product names and descriptions, available in the Software as a Service (SaaS) model.
- c) API - application programming interface provided by the Service Provider, enabling communication with the Service and use of its functionalities.
- d) Client - an entrepreneur within the meaning of the Civil Code who has entered into an Agreement with the Service Provider.
- e) User - a natural person acting on behalf of and for the Client, having access to the Service.
- f) Account - individual Client's administrative panel in the Service, created after registration.
- g) Subscription Period - period during which the Client has the right to use the Service based on the purchased package.
- h) Billing Period - monthly period within which Service usage limits are calculated..
- i) Package - specified scope of Service functionality with corresponding limits and price, according to the Service Provider's current price list.
- j) Classification - set of categorization standards, also called classes, and their associated attributes.
- k) Attribute - product feature or parameter recognized or generated by the Service.
- l) Materials - all data, content, and information entered by the Client into the Service or generated as a result of using the Service.
- m) Terms of Service - these terms of service.
- n) Agreement - service agreement concluded between the Service Provider and the Client based on these Terms of Service.
- o) Price List - current price offer of the Service Provider, specifying fees for using individual Service Packages.
- p) Force Majeure - external event, impossible to predict and prevent, in particular: wars, natural disasters, strikes, telecommunications network failures independent of the Service Provider.

- q) GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

§ 2. GENERAL PROVISIONS

- 2.1 These Terms of Service define the rules and conditions for providing the getName.ai Service by the Service Provider and the rules for its use by Clients. The Service is intended exclusively for entrepreneurs and cannot be used by consumers.
- 2.2 Subject of the Service:
 - a) The getName.ai Service is an IT tool operating in the Software as a Service (SaaS) model, designed for automatic recognition and generation of product attributes.
 - b) The main purpose of the Service is to support product categorization and description processes through automatic recognition of attributes in product names and descriptions.
 - c) The Service supports marketplace platform classification standards and industry standards, with the possibility of adaptation to individual Client classifications.
- 2.3 Intellectual Property Rights:
 - a) All intellectual property rights to the Service, including source code, documentation, logo, and marketing materials, belong to the Service Provider.
 - b) The Client does not acquire any intellectual property rights to the Service, but only the right to use it under the terms specified in these Terms of Service.
- 2.4 The Client undertakes not to perform the following actions:
 - a) Attempts to decompile, disassemble, or otherwise reverse engineer the Service
 - b) Sharing access to the Service with third parties except as permitted in these Terms of Service
 - c) Using the Service for purposes contrary to law or good practices
 - d) Taking actions that may disrupt the proper functioning of the Service
- 2.5 Service Availability:
 - a) The Service Provider makes every effort to ensure Service availability at 99% annually
 - b) The Service Provider reserves the right to temporarily limit Service availability for necessary maintenance work
 - c) Clients will be informed of planned technical breaks at least 24 hours in advance
- 2.6 Scope of Responsibility:
 - a) The Service Provider is not responsible for content entered by Clients

- b) The Service Provider does not guarantee that automatically generated attributes will be 100% compliant with Client expectations
- c) The Client bears full responsibility for how the Service is used in their business operations

2.7 Communication:

- a) The primary form of communication between the Service Provider and the Client is electronic mail
- b) The Client is required to provide a current email address and update it in case of changes
- c) All notifications sent to the last email address provided by the Client are considered effectively delivered

2.8 Service Changes:

- a) The Service Provider reserves the right to develop and modify Service functionalities
- b) Clients will be informed of significant changes in Service operation with appropriate advance notice
- c) Changes cannot lead to significant limitation of functionalities available within the Client's purchased package

2.9 Legal Compliance:

- a) The Client undertakes to use the Service in accordance with applicable law
- b) The Service Provider has the right to immediately block access to the Service in case of justified suspicion of law violation by the Client

§ 3. SERVICE PROVISION CONDITIONS

3.1 Registration and Activation

- a) Using the Service requires creating an Account through the registration process
- b) Registration can only be performed by a person authorized to represent the Client
- c) During registration, true identification and contact details of the Client must be provided
- d) The Service Provider reserves the right to verify data provided during registration
- e) Service activation occurs after data verification and first payment

3.2 Account

- a) The Client receives access to one Account within the purchased Package
- b) The Account has one set of access credentials (login and password)
- c) The Client bears full responsibility for all activities performed within the Account
- d) The Client is required to immediately report any changes in registration data

3.3 Security

- a) The Client is required to maintain the confidentiality of Account access credentials
- b) Sharing access credentials with third parties is prohibited
- c) The Client is required to use a strong password and change it regularly
- d) Any security breach of the Account must be immediately reported to the Service Provider

3.4 Suspension and Access Block.

The Service Provider may suspend access to the Service in case of:

- a) Payment arrears
- b) Violation of Terms of Service
- c) Suspected unauthorized access
- d) Actions threatening Service security

The Client will be informed of access suspension electronically.

§ 4. LICENSE TERMS

4.1 License Scope:

- a) The Service Provider grants the Client a non-exclusive, non-transferable license to use the Service
- b) The license covers only the Client's own use within their business operations
- c) The license is temporally limited to the paid Subscription Period
- d) The license includes access to the Service through the provided API

4.2 License Restrictions:

- e) Prohibition of sharing Service access with third parties
- f) Prohibition of creating competitive software based on the Service
- g) Prohibition of removing or modifying Service Provider's proprietary markings
- h) Prohibition of decompilation, disassembly, and reverse engineering of the Service
- i) Prohibition of using the Service beyond the scope of the granted license

4.3 API:

- a) The Client receives unique API access keys
- b) API keys are assigned to a specific Account
- c) Sharing API keys with third parties is prohibited
- d) The Service Provider monitors API usage for compliance with Package limits

4.4 Technical Limitations:

- a) The Service is subject to limits specified in the purchased Package
- b) Exceeding limits may result in temporary Service access restriction
- c) Limits are renewed at the beginning of each Billing Period

4.5 License Termination:

- a) The license automatically expires at the end of the paid Subscription Period
- b) The Service Provider may terminate the license with immediate effect in case of license terms violation by the Client
- c) After license termination, the Client loses access to the Service, including the API

4.6 Updates and Modifications:

- a) The Service Provider has the right to implement changes and updates to the Service
- b) Updates and modifications are covered by the scope of the granted license
- c) The Client will be informed of significant functionality changes in advance

§ 5. PAYMENTS

5.1 Payment Model:

- a) Use of the Service is subject to payment according to the current Price List or individual terms specified in a separate agreement between the Service Provider and the Client
- b) Fees are charged in advance for each Subscription Period
- c) Payments are made in the form of automatic subscription, unless a separate agreement with the Client states otherwise
- d) All prices listed in the Price List are net prices, to which VAT will be added

5.2 Packages and Limits:

- a) The Client selects a Package corresponding to their needs
- b) Each Package has specified Service usage limits
- c) In case of exceeding limits:
 - Overage fee is automatically charged for each started package of 1,000 queries
 - The amount of overage fee is specified in the Price List
 - The Service may be restricted until payment for exceeding limits is settled

5.3 Invoices and Payments:

- a) Invoices are issued in electronic form
- b) Invoices are sent to the email address provided during registration
- c) Payments are processed automatically using a credit card or other automatic payment method made available by the Service Provider

5.4 Payment Methods:

- a) Credit card payment (recurring payments)
- b) Other automatic payment methods made available by the Service Provider

5.5 Package Changes

- a) Package changes are only possible after the end of the current Subscription Period
- b) Package change requires notification before the end of the current Subscription Period

5.6 Returns and Refunds:

- a) Fees for unused services are non-refundable
- b) In case of agreement termination, the fee for the current Subscription Period is non-refundable

§ 6. DATA PROTECTION AND CONFIDENTIALITY

6.1 General Rules:

- a) The Service Provider is the controller of personal data within the scope of data provided during registration and Account management
- b) Personal data processing takes place in accordance with GDPR and other applicable law provisions
- c) Detailed rules for personal data processing are specified in the Privacy Policy available on the Service Provider's website

6.2 Scope of Processed Data:

- a) Identification and contact details of persons representing the Client
- b) Billing and payment data
- c) Data concerning the manner of using the Service
- d) Technical data related to API usage

6.3 Purpose of Data Processing:

- a) Performance of the Service Agreement
- b) Payment and billing handling
- c) Providing technical support
- d) Contact regarding Service-related matters
- e) Direct marketing of Service Provider's own services

6.4 Confidentiality:

- a) The Service Provider undertakes to maintain confidentiality of all information transmitted while using the Service

- b) The Service Provider does not store content transmitted via API for the purpose of generating attributes
- c) API queries are processed in real-time without storing transmitted data
- d) Generated attributes are not stored in the system after being returned to the Client

6.5 Security

- a) The Service Provider applies appropriate technical and organizational measures ensuring security of processed data
- b) Communication with API is encrypted using HTTPS protocol
- c) System access is monitored and secured against unauthorized access

6.6 Data Sharing:

- d) Data may be shared with entities supporting Service operation (e.g., hosting providers, payment service providers)
- e) Data sharing takes place only to the necessary extent and based on appropriate data processing agreements
- f) The Service Provider does not share data with third parties for marketing purposes

6.7 Data Subject Rights:

- a) Right of access to data
- b) Right to rectification of data
- c) Right to erasure of data (right to be forgotten)
- d) Right to restriction of processing
- e) Right to object to processing
- f) Right to data portability

6.8 Retention Period

- a) Account-related data is stored for the period of using the Service
- b) Billing data is stored for the period required by law
- c) After cooperation ends, data is deleted or anonymized, except for data that must be stored in accordance with applicable law

§ 7. PARTIES' RESPONSIBILITIES

7.1 Scope of Service Provider's Responsibility:

- a) The Service Provider is responsible for proper functioning of the Service in accordance with the functionality description
- b) Liability is limited to actual losses incurred by the Client

- c) Maximum compensation amount is limited to the equivalent of three months' subscription fee
- d) Liability covers only damages that are normal consequences of the Service Provider's culpable action or omission

7.2 Service Provider's Liability Exclusions:

The Service Provider is not liable for:

- a) Effects of the Client's use of generated attributes
- b) Service interruptions resulting from technical reasons or system maintenance
- c) Damages caused by force majeure
- d) Damages resulting from improper use of the Service by the Client
- e) Client's lost profits
- f) Errors in attribute generation resulting from imprecise or incomplete input data
- g) Inaccuracies in generated attributes resulting from the nature of artificial intelligence algorithms, whose effectiveness depends on the quality and context of provided data
- h) Differences in attribute generation results for the same input data, which is a natural characteristic of machine learning algorithms and may lead to different but equally correct interpretations

The Client acknowledges and accepts that:

- a) The Service uses advanced artificial intelligence algorithms, whose operational effectiveness cannot be guaranteed at 100%
- b) Attribute generation results may vary over time, even for identical input data, due to continuous learning and adaptation of the algorithms used
- c) Final verification and responsibility for the use of generated attributes rests with the Client

7.3 Client's Responsibility:

The Client bears full responsibility for:

- a) Truthfulness of provided registration data
- b) Consequences of sharing Account access credentials with third parties
- c) Way of using generated attributes in their business
- d) Compliance with usage limits specified in the selected Package

7.4 Force Majeure:

- a) Neither party is liable for non-performance or improper performance of obligations resulting from force majeure
- b) The party affected by force majeure is obliged to immediately inform the other party of this fact

- c) Performance of obligations is suspended for the duration of force majeure

7.5 Data Security:

- a) The Service Provider is not responsible for the security of data transmitted through unsecured internet connections
- b) The Client is required to use secure internet connections when using the Service
- c) The Service Provider is not liable for data loss resulting from malicious software on Client's devices

7.6 Technical Limitations:

- a) The Service Provider does not guarantee uninterrupted Service availability
- b) The Service Provider reserves the right to temporarily disable Service access for maintenance work
- c) The Client will be informed of planned technical breaks in advance

§ 8. SERVICE PROVISION MODELS

8.1 Available Subscription Models:

- a) Standard model (all-included):
 - included cost of language model usage
 - Guaranteed service quality and performance
 - Technical support includes process tasks
- b) Hybrid model:
 - Client provides their own API key for the language model
 - Lower subscription cost
 - Flexibility in LLM provider selection
 - Limited scope of technical support

8.2 Terms of Service Provision in Hybrid Model:

- a) Client is obligated to:
 - Maintain active subscription with chosen LLM provider
 - Ensure appropriate API usage limits
 - Follow Service Provider's technical guidelines
 - Monitor and optimize API costs
- b) Service Provider informs that:
 - Language model choice has critical impact on service quality
 - Differences in model versions may lead to different results
 - API limitations may affect feature availability

8.3 Accepted LLM Providers:

- a) OpenAI (models: GPT 4 or newer)
- b) Anthropic (models: Claude 3.5 or newer)

8.4 Parties' Responsibilities:

- a) Service Provider's scope of responsibility:
 - Providing integration infrastructure
 - Monitoring basic service parameters
 - Security of own systems
- b) Client's scope of responsibility:
 - Selection and maintenance of LLM subscription
 - Compliance with legal regulations
 - API usage costs

8.4. Rules for Changing Service Provision Model:

- a) Changing the service provision model is only possible after the end of current Subscription Period
- b) Changing the service provision model requires notification before the end of current Subscription Period

§ 9. TECHNICAL SUPPORT

9.1 Support Scope:

- a) Technical support is provided solely for Service functionality
- b) Includes assistance in resolving issues related to API access
- c) Applies only to reports concerning Service malfunction
- d) Does not include support for integration with Client's systems

9.2 Support Availability:

- a) Technical support is provided on business days between 9:00-16:00 (CET)
- b) Reports are accepted 24/7 through dedicated ticketing system
- c) Response time depends on the selected Package
- d) The Service Provider does not guarantee issue resolution time

9.3 Communication Channels:

- a) The primary communication channel is the ticketing system available in the administrative panel
- b) Reports may also be sent to dedicated technical support email address
- c) Each report receives a unique identification number

9.4 Report Priorities:

- a) Reports concerning complete Service unavailability
- b) Reports concerning malfunction of main functionalities
- c) Reports concerning other technical issues
- d) General inquiries and consultations

9.5 Problem Reporting Rules:

- a) Report should contain detailed problem description
- b) Account identifier must be provided
- c) For errors, example input data should be provided
- d) Screenshots illustrating the problem are recommended

9.6 Client's Obligations:

- a) Cooperation in diagnosing and resolving reported issues
- b) Providing additional information upon technical support request
- c) Testing proposed solutions
- d) Confirming issue resolution

9.7 Support Limitations:

- a) Support is provided only in Polish and English
- b) Support does not include training in the use of generated attributes
- c) Support does not include consulting on product classification selection
- d) Consultations beyond standard support scope may be additionally charged

§ 10. COMPLAINTS AND DISPUTE RESOLUTION

10.1 Filing Complaints:

- a) The Client has the right to file complaints regarding Service operation
- b) Complaints should be submitted electronically to the dedicated email address
- c) A complaint should include:
 - Client's identification data
 - Description of the complaint subject
 - Circumstances justifying the complaint
 - Specification of expected complaint resolution method

10.2 Timeframes:

- a) Complaints are processed within 14 business days from receipt
- b) In case additional information is needed, this period may be extended

- c) The Client will be informed about the extension of complaint processing period before the expiry of the original deadline

10.3 Complaint Processing:

- a) The Service Provider processes complaints with due diligence
- b) The Client is informed about the complaint resolution method electronically
- c) If the complaint is accepted, the Service Provider specifies the method and deadline for claim implementation
- d) The decision regarding complaint resolution is final

10.4 Exclusions

- a) Differences in attribute generation results arising from AI algorithm nature
- b) Effects of generated attributes use by the Client
- c) Service access interruptions resulting from planned maintenance work
- d) Service access limitations resulting from exceeding limits or lack of payment

10.5 Dispute Resolution:

- a) The parties commit to amicable resolution of all disputes
- b) If amicable resolution is impossible, the dispute will be resolved by the court having jurisdiction over the Service Provider's registered office
- c) Polish law shall be the governing law for dispute resolution

§ 11. FINAL PROVISIONS

11.1 Changes to Terms of Service:

- a) The Service Provider reserves the right to change the Terms of Service
- b) The Client will be informed about planned changes to the Terms of Service electronically at least 14 days in advance
- c) Changes to the Terms of Service enter into force on the date specified in the change notification
- d) Using the Service after implementing changes to the Terms of Service constitutes their acceptance
- e) Lack of acceptance of Terms of Service changes entitles the Client to terminate the Agreement with effect at the end of current Subscription Period

11.2 Agreement Termination:

- a) Each Party may terminate the Agreement with effect at the end of Subscription Period
- b) Termination requires documentary form (email)
- c) Client's termination should be sent to Service Provider's dedicated email address

- d) The Service Provider may terminate the Agreement with immediate effect in case of:
 - Client's violation of Terms of Service provisions
 - Payment arrears
 - Using the Service contrary to its intended purpose

11.3 Effects of Agreement Termination:

- a) Upon Agreement termination, the Client loses access to the Service
- b) The Service Provider is not obliged to refund unused funds for current Subscription Period
- c) Agreement termination does not release the Client from the obligation to settle outstanding payments

11.4 Severability Clause:

- a) Invalidity or ineffectiveness of any Terms of Service provisions does not cause invalidity or ineffectiveness of remaining provisions
- b) Invalid or ineffective provisions shall be replaced by appropriate legal provisions

11.5 Transfer of Rights and Obligations:

- a) The Client may not transfer rights and obligations under the Agreement to third parties without prior written consent of the Service Provider
- b) The Service Provider may transfer rights and obligations under the Agreement to another entity, ensuring continuity of Service provision

11.6 Additional Provisions:

- a) In matters not regulated by the Terms of Service, Polish law provisions shall apply
- b) The Terms of Service do not exclude or limit any rights of the Client being an entrepreneur, which are granted under mandatory legal provisions
- c) The Terms of Service enter into force on November 20, 2024

11.7 Attachments

- a) The Price List constitutes an integral part of the Terms of Service
- b) The Privacy Policy constitutes an integral part of the Terms of Service
- c) In case of discrepancy between the Terms of Service content and attachment content, the Terms of Service provisions shall prevail