

# FotoLab

## Terms & Conditions

February 2025



# FotoLab Beta - Terms & Conditions

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- Use the Software, its outputs, or any data generated by the Software to train, develop, or improve any machine learning models or artificial intelligence systems (other than providing Feedback to FotoLab as described in this Agreement).

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- (b) not disclose the Confidential Information to any third party without FotoLab's prior written consent;
- (c) not use the Confidential Information for any purpose other than the permitted testing and evaluation of the Software under this Agreement;
- (d) protect the Confidential Information with the same degree of care that You use to protect Your own confidential information of similar importance, but in no event less than reasonable care;
- (e) not copy, reproduce, or create derivative works from the Confidential Information, except as strictly necessary for the permitted use under this Agreement; and
- (f) promptly notify FotoLab of any unauthorized use or disclosure of the Confidential Information that comes to Your attention.

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To participate in the FotoLab beta program, you may be required to provide your email address and name. By providing your email address, you consent to FotoLab using it solely for the purposes of communicating with you about the beta program, including sending you updates, requesting feedback, and notifying you of the commercial release. We will not share your email address with any third parties. You



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### **Security**

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You agree to indemnify, defend, and hold harmless FotoLab and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (a) Your use of the Software in violation of this Agreement; (b) Your violation of any rights of any third party, including any intellectual property right, privacy right, or contractual right; and (c) any claims brought by third parties against FotoLab arising out of or related to Your use of the Software, including, but not limited to claims by Your customers.

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This Agreement will terminate automatically upon the release of a commercially available version of the Software. FotoLab may also terminate this Agreement at any time for any reason, with or without notice. Upon termination, you must immediately cease all use of the Software and delete all copies of the Software in your possession or control.

### **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Entire Agreement**

This Agreement constitutes the entire agreement between you and FotoLab relating to the Software and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and FotoLab.

### **Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

### **Contact Information**

If you have any questions about this Agreement, please contact us at [hello@fotolabai.com](mailto:hello@fotolabai.com).