



Terms & Conditions

February 2025



FotoLab Beta - Terms & Conditions

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You acknowledge that the Software is a pre-release, beta version and is not at the level of performance or compatibility of a final, generally available product offering. The Software may contain bugs, errors, and other defects, and may not operate correctly or be fully functional. You are advised to safeguard important data, to use caution, and not to rely in any way on the correct functioning or performance of the Software and/or accompanying materials. You understand and agree that any use of the Software, including any commercial use, is entirely at your own risk.

Feedback

We believe in building FotoLab with our community. Your feedback, suggestions, and ideas regarding the Software ("Feedback") are invaluable to us and will directly shape the final product. To help us build the best possible product, you agree that FotoLab may use, modify, and incorporate this Feedback into our products and services. We appreciate your contributions and, while we can't offer direct compensation for Feedback, your input helps us create a better experience for everyone.

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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).

Confidential Information

You acknowledge that the Software, its design, structure, organization, logic, algorithms, user interface, features, documentation, and any other non-public information disclosed by FotoLab relating to the Software (collectively, "Confidential Information") are the confidential and proprietary property of FotoLab. You agree to:

- (a) hold the Confidential Information in strict confidence;
- (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.

The obligations of confidentiality under this section shall survive the termination of this Agreement for a period of 10 years. This confidentiality obligation shall not apply to information that: (i) is or becomes publicly known through no fault of You; (ii) was rightfully in Your possession prior to disclosure by FotoLab; (iii) is independently developed by You without use of or reference to the Confidential Information; or (iv) is required to be disclosed by law or court order, provided that You give FotoLab prompt notice of such requirement and cooperate with FotoLab in seeking a protective order or other appropriate remedy.

Data Protection

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

You acknowledge that the Software is beta software and may contain security vulnerabilities. FotoLab is not liable for any damages resulting from such vulnerabilities.

No Warranty

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Indemnification by User

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

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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.