

TERMS AND CONDITIONS FOR ACCESSING SERVICES AND JUST BROWSING

Welcome to BIG IDEAi Limited trading as BIG IDEAi (**Company**).

In these terms, we also refer to Company as “**our**”, “**we**”, or “**us**”.

And you are you!

What are these terms about?

These terms apply when you use this website, being www.bigideai.com and any other websites we operate with the same domain name and a different extension (“**Website**”).

These terms also apply when you access the services provided through this Website (“**Services**”).

If you’re looking for our Privacy Policy, which we will comply with and you also agree to be bound by, you can find it here <http://dev.bigideai.com/privacy>

I’ve returned to your Website, do I need to read these terms again?

Once you subscribe to our Services, the terms accepted at the point of sale (subscribing to the Services) will apply to your access of the Services provided through the Website. However, please note that we may change any part of these terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website or access the Services. You can check the date at the top of this page to see when we last updated these terms.

1 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with the Terms and any applicable laws.

2 ACCOUNTS

2.1 ACCOUNTS

- (a) In order to use some of the functionality of the Website, you will be required to sign-up, register and create an account through the Website (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing addresses, mobile phone number, profile information, payment details, ratings and reviews, verified identifications, verified certifications and authentications, and other information as determined by the Company from time to time.
- (c) You agree that you’re solely responsible for:
 - (i) maintaining the confidentiality and security of your Account information and your password; and
 - (ii) any activities and those of any third party that occur through your Account, whether those activities have been authorised by you or not.
- (d) You warrant that any information you give to the Company in the course of completing the Account registration process will always be accurate, honest, correct and up to date.

- (e) Once you complete the Account registration process, Company may, in its absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.
- (f) Company reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (g) Company may suspend or cancel your Account for any reason, including for any failure to comply with the Terms.
- (h) You also agree to let us know if you detect any unusual activity on your Account as soon as you become aware of it.
- (i) We will not be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Account information or your password.
- (j) You agree to release Company from any and all liability for any loss or damage that arises out of or in connection with information you provide that is not accurate, honest, correct or up-to-date.

2.2 ACCOUNT CANCELLATION

- (a) **(Cancellation by you)** You are responsible for the cancellation of your Account. You can cancel your Account at any time by using the functionality provided on the Website.
- (b) **(Cancellation by us)** To the extent permitted by law, we reserve the right to terminate your access to any or all of the Website at any time without notice without issuing a refund if you breach any provision of these terms.

3 PAYMENT FOR SUBSCRIPTION

- (a) **(Free Trial)** You will be able to access the Services provided through the Website for a limited trial of free tokens, which will be allotted to you upon signing-up for the Services provided through the Website. Upon expiry of the free tokens, you will be required to pay for and purchase any subscription model, as detailed below, failing which you will not be access to the Services provided through the website.
- (b) **(Subscription models)** All prices are:
 - (i) on monthly or yearly subscription basis;
 - (ii) in British Pounds (except where otherwise indicated); and
 - (iii) subject to change prior to you completing the payment, without notice.
- (c) **(Payment obligations)** Unless otherwise agreed in writing, you must pay for the subscription plan selected by you at the time of placing an order.
- (d) **(VAT)** Unless otherwise indicated, amounts stated do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us including that amount in the order, or otherwise providing a tax invoice.
- (e) **(Online payment partner)** We may use third-party payment providers, currently Stripe **(Payment Providers)** to collect payments. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms of use, conditions and privacy policies of the Payment Provider (available at <https://stripe.com/gb/checkout/legal>) and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.
- (f) **(Pricing errors)** In the event that we discover an error or inaccuracy in the price at which your order was purchased, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.
- (g) **(Refunds)** If you cancel a contract with us for a Subscription, within the 14-day cooling-off period, we will process any refund due to you as soon as possible and, in any case, within 14 days after the day you have given notice of your cancellation. We will refund

any money received from you using the same method originally used by you to pay for your purchase unless otherwise agreed.

- (h) **(Auto-renewal)** Unless you cancel your Subscription, it will be automatically renewed at the end of each subscription term, at the rate(s) then in effect. You will receive an auto-renewal reminder notice with the then current rate(s). You may opt out of the automatic renewal at any time by contacting customer service at: info@bigideai.com and (i) your monthly Subscription will continue until the end of the then current month and (ii) your annual Subscription will continue until the end of the ongoing subscription period.
- (i) **(Recurring Billing)** By placing an order for a Subscription, you authorize us to charge you the subscription fee then in effect at the beginning of each billing period to your payment method. For example, you authorize us to charge your payment method the rate disclosed on the subscription screen in the initial billing period (if applicable) and the regular subscription rate in subsequent billing periods. We reserve the right to change the timing of our billing, in particular, in the event your payment method has not successfully settled. If your payment method is declined for a recurring payment of your subscription fee, provide us a new payment method promptly or your subscription will be cancelled. You acknowledge that the amount charged each billing period may vary for reasons that may include price changes or changing your subscription, and you authorize us to charge your payment method for such varying amounts each billing period.

4 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher, reverse assemble, reverse compile or decompile any part or aspect of the Website without the express consent of the Company;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or accessing the Services;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) post or share any personal information of children under 13 or the applicable age of digital consent of allow minors to access and use the Services without consent from their parent or guardian;
- (g) act in a way that may diminish or adversely impact the reputation of Company, including by linking to the Website on any other website; and
- (h) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
 - (iv) instigate or participate in a denial-of-service attack against the Website.

5 INFORMATION ON THE WEBSITE

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
 - (i) the Website will be free from errors or defects (or both, as the case may be);
 - (ii) the Website will be accessible at all times;

- (iii) messages sent through the Website will be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the Website will be secure or confidential; and
 - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including service description, prices and other Website Content.

6 USER CONTENT

- (a) In the course of accessing and using the Services, you may input certain data and information and receive the output from the Services, which input data and output data is collectively referred to as '**User Content**'. To the extent permitted by applicable laws, you retain all ownership rights in the User Content and in this regard, the Company hereby assigns to you all right, title and interest, if any, in the output data.
- (b) The Company will store and process the User Content in accordance with its privacy policy and in compliance with the applicable laws. Company will only use the User Content for the limited purpose of providing you the Services and will not use any User Content for development or improvement of its Services. The Company does not train on the User Content.
- (c) The Website may give an option to you to save the User Content in an encrypted format on the Website. Though the Company will not decrypt such User Content at its will, the Company will however have the ability to decrypt such encrypted User Content at your request. You will also have an option to download the User Content or your session data and store it yourself in which case no User Content or session data will be retained on the Website or its servers.
- (d) You are responsible for all input data and information and represent and warrant that you have all rights, title, interest, licenses and permissions, as may be required, to provide such input data and information while using the Services. You further acknowledge and confirmation that you will be solely responsible for evaluating the accuracy, intended purposes and use of the output data. The Company or any of its third-party suppliers will in no way be responsible for ensuring the accuracy and appropriateness of the output data accessed by you using the Services.
- (e) You acknowledge that due to the nature of the Services provided through the Website and artificial intelligence, the output data may not be unique and other users of the Services may also receive similar content by accessing the Services. Any responses that are requested by and generated for other users of the Services are not considered to be your output data.
- (f) You shall not use the output data for development of any artificial intelligence models that compete with the Services. The output data may however be used for development of artificial intelligence models primarily intended to categorize, or organize data (e.g., embeddings or classifiers), as long as such models are not distributed or made commercially available to third parties. The output data must also not be used to fine tune models provided as part of the Services.

7 INTELLECTUAL PROPERTY

- (a) Company retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Company or as permitted by law.

- (c) Company retains all intellectual property rights in the Services, or those rights are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the Services.
- (d) In this clause 7, “**intellectual property rights**” means copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in the United Kingdom and throughout the world.

8 THIRD PARTY SUPPLIERS

- (a) We may do any of the following:
 - (i) outsource any part of performing any services; or
 - (ii) procure any services from third party suppliers, without further notice to or permission from you.
- (b) To the maximum extent permitted under applicable law, we will not be liable for any acts or omissions of those third parties, including where such third parties cause delay or damage to any part of your order or subscription, or are negligent in providing services.

9 THIRD PARTY TERMS AND CONDITIONS

- (a) The User acknowledges and agrees that third party terms & conditions (**Third Party Terms**) may apply.
- (b) The User agrees to any Third Party Terms applicable to any third party services, and Company will not be liable for any loss or damage suffered by the User in connection with such Third Party Terms.
- (c) The Company presently uses the services provided by Open AI and Leonardo AI. Users may access the terms and conditions of Open AI App using the link <https://openai.com/policies/business-terms> and Leonardo AI app using the link <https://leonardo.ai/terms-of-service/>.
- (d) You confirm and acknowledge to use the Services and the User Content only in compliance with the applicable laws and Third Party Terms. You also confirm not to use the Services or the User Content in a manner that infringes, misappropriates or otherwise violates any third party rights.

10 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

11 SECURITY

Company does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

12 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

13 LIABILITY

- (a) To the maximum extent permitted by applicable law, Company limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any services provided by the Company, is limited to the greater of:
- (i) the total Fees paid to the Company by you in the 6 months preceding the first event giving rise to the relevant liability; and
 - (ii) £100GBP.
- (b) All express or implied representations and warranties in relation to the Services and the associated services performed by the Company are, to the maximum extent permitted by applicable law, excluded.
- (c) **(Indemnity)** You indemnify Company and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
- (i) breach of any of these terms;
 - (ii) use of the Website; or
 - (iii) access of any Services provided by the Company or participation in any competition organized by the Company.
- (d) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will the Company be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Products or services provided by the Company (except to the extent this liability cannot be excluded under law.
- (e) Nothing in these terms or any Order will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (f) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms or an Order, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of *the Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.

14 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with these terms must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

15 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

16 FORCE MAJEURE

- (a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 16(a), the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (c) The Affected Party must use its reasonable endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- (d) (d) For the purposes of this agreement, a 'Force Majeure Event' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of the Affected Party;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

17 GENERAL

17.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

17.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

17.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

17.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

17.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

17.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

17.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

17.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to £, or “pound”, is to pound sterling (GBP), unless otherwise agreed in writing;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

17.9 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party’s Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
 - (iii) whichever is earlier.