

✦ Terms and Conditions

These terms apply to your use of any Products made available by Buildt AI Limited of 81 Rivington Street, London, England, EC2A 3AY ("Cosine"). By using our Products or otherwise accepting these terms of use, you agree to be bound by them in relation to all use of our Products.

1. DEFINITIONS The following definitions apply in this document:

1. **Products** means any of Cosine's software products and services made available to you and your Users on and subject to the terms of this Agreement.
2. **Data Protection Legislation** means the Data Protection Act 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council, (the General Data Protection Regulation); any other existing or future law, directive or regulation (anywhere in the world) relating to the processing of personal data or privacy, to which either party is subject.
3. **Force Majeure** means an event or cause beyond the reasonable control of the party claiming force majeure.
4. **Intellectual Property Rights** means all rights in copyright, patents, inventions, trade secrets, know-how, product formulations, designs, databases, registered or unregistered trade marks, brand names, business names, domain names and other forms of intellectual property.
5. **User** means any individual authorised by you to access any Product.

2. ACCESS TO GENIE

1. Subject to your ongoing compliance with this Agreement, you are permitted, during the term of this Agreement only, to access and use our Products for your own internal business purposes only, subject to any feature restrictions or limitations communicated to you, including based on any subscription level chosen.
2. You acknowledge and agree that our Products may be powered by artificial intelligence and machine learning models, and that such technologies will be used to provide our services to you.
3. We reserve the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter Products at our sole discretion. We shall not amend any Product in a manner that would intentionally cause you to lose access to data or functionality, or fundamentally decrease the utility of that Product to you.

3. TERM

1. This Agreement shall remain in force for one month initially and shall automatically renew on a month-to-month basis, unless one party provides the other party with notice of its intention to terminate this Agreement no later than 7 days before the expiry of the then-current month.

4. CONTENT ACCESS

1. In order for us to provide our Products to you, we may require you to provide us with access to your existing software code repository or other content or services. We cannot provide you with access to our Products until such access has been provided, and such access must be maintained during the term of this Agreement.
2. You warrant that our use of any of your content or services to provide access to our Products to you shall not infringe the rights of any third party.
3. You warrant that the content and services you make available to us do not contain any personal data, and we shall not be responsible for processing any personal data on your behalf within the meaning of the Data Protection Legislation. We shall not be liable to you in any way in relation to any processing of personal data for you.
4. You acknowledge that our Products do not integrate or merge any output software code into your code repository or your products and services. You remain responsible for checking that the outputs of our Products meet your requirements and for incorporating those outputs into your products and services at your discretion.

5. FEES

1. The fees for the use of the Products are as notified to you by us from time to time. Fees are payable immediately upon receipt of an applicable invoice.
2. If full payment is not received by the due date, we may suspend or withhold access to any of our Products to which you have access, or terminate this Agreement. We reserve the right to charge interest for any late payments at 4% above the prevailing Bank of England base rate.
3. All prices are exclusive of applicable local, state, federal and international sales, value added, withholding and other taxes and duties of any kind unless otherwise stated.
4. You shall pay all invoices for the use of our Products in full, and shall have no right of set off for any liability you may claim to be owed to you by us at any time.
5. No refunds are payable for any fees paid under any circumstances.

6. USE OF PRODUCTS

1. Your use of our Products is subject to a fair usage limit. We may suspend or terminate your access to our Products at any time without liability to you if we reasonably believe that your use of our Products exceeds any fair usage limits.
2. We may revoke or suspend access to our Products or terminate this Agreement at any time if you or any of your Users are in breach of this Agreement or misuse any Product and have failed to comply with our reasonable request to remedy such breach within a reasonable time period.
3. You shall ensure that each of your Users are aware of and complies with any applicable terms of use of our Products, and you shall remain liable to us for any breach of this Agreement by your Users, and any losses or damages that we may suffer as a result of any such breach.
4. You agree that you shall only use our Products for legal purposes and shall not use it to engage in any conduct that is unlawful, misleading, immoral, threatening, abusive, contrary to any third party rights, or in a way that is deemed unreasonable by us in our sole discretion.
5. You must not publish any statements or claims regarding our Products or their performance, functionality or technical specifications.
6. You must ensure that, at all times, you and your Users comply with all applicable international and national laws, rules and regulations in respect of your usage of our Products, including but not limited to any import/export, end-user, end-use and destination restrictions and regulations which may apply.
7. We shall endeavour to respond promptly to all support requests in relation to our Products.
8. We reserve the right to require the payment of reasonable fees for customisation of our Products and any non-standard support requests prior to the provision of such support.

7. SECURITY & DATA

1. We take the security of our Products and your privacy seriously. We shall use industry-standard systems and processes to protect the security of our Products.
2. You agree that your Users shall not do anything to prejudice the security or privacy of our systems (and the systems of our infrastructure providers) or the information on them.
3. You are responsible for backing up your data, and we shall not be responsible for any loss of any of your data.
4. We shall not use any data made available to us by you for any purpose other than providing you with access to our Products.
5. You agree that we may collect anonymised data regarding your use of our Products for our business purposes, including to improve our Products.

8. INTELLECTUAL PROPERTY

1. Our Products may incorporate software and other proprietary systems and Intellectual Property Rights owned by us or which we have appropriate authority to use, and you agree that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally.
2. You warrant that you shall not infringe on any third-party rights through the use of our Products.
3. You warrant that by using our Products you and your Users will not:
 4. copy our Products or the services that it provides for your own commercial purposes; and
 5. directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in our Products or any documentation associated with them.
6. We do not claim any Intellectual Property Rights in the outputs of our Products.
7. We hereby indemnify you in relation to any claims, losses, damages and costs that you may suffer as a result of any claim that the use of our Products in accordance with this Agreement and any instructions provided by us to you infringes the Intellectual Property Rights of any third party. This indemnity shall not apply to any use of our Products by you or any User otherwise than in accordance with our reasonable instructions.

9. LIABILITY

1. Except as otherwise provided in this Agreement, you acknowledge and agree that our Products are provided "as is," without additional warranty of any kind, either express or implied, including any additional warranty for information, data, data processing services or uninterrupted access, any warranties concerning the availability, accuracy, completeness, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose.
2. We do not warrant that our Products (or the function, content or services made available within them) will be timely, secure, uninterrupted or error free. If you are dissatisfied with our Products, the sole remedy is to discontinue using them.
3. You acknowledge that our Products are hosted on third party infrastructure, and we shall not be liable to you for any costs, losses, damages, downtime, or other liability arising from the use of or reliance upon such third party infrastructure.
4. Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.
5. YOU AGREE THAT YOU USE OUR PRODUCTS AT YOUR OWN RISK. WE ACCEPT NO LIABILITY FOR SOFTWARE CODE OR AMENDMENTS TO SOFTWARE CODE PROVIDED AS A RESULT OF YOUR USE OF OUR PRODUCTS. YOU MUST ENSURE THAT ANY SUCH OUTPUTS ARE FIT FOR YOUR INTENDED PURPOSES. YOU ACKNOWLEDGE THAT YOU SHOULD ALWAYS FOLLOW SOFTWARE DEVELOPMENT BEST PRACTICES, INCLUDING IN RELATION TO CODE REVIEW, BEFORE COMMITTING ANY SOFTWARE CODE PROVIDED BY OUR PRODUCTS INTO YOUR OWN PRODUCTS AND SERVICES.
6. YOU INDEMNIFY US FOR ANY LOSS, DAMAGE, COST OR EXPENSE THAT WE MAY SUFFER OR INCUR AS A RESULT OF OR IN CONNECTION WITH THE USE BY YOU OR YOUR USERS OF OUR PRODUCTS, INCLUDING ANY BREACH BY YOU OR ANY OF YOUR USERS OF THIS AGREEMENT AND ANY APPLICABLE DATA PROTECTION LEGISLATION.
7. EXCEPT AS REQUIRED BY LAW, OUR MAXIMUM LIABILITY TO YOU IN RELATION TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID IN THE TWELVE MONTHS PRECEDING THE DATE OF THE LIABILITY ARISING.
8. IN NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OR CORRUPTION OF DATA, LOSS OF PROFITS, GOODWILL, BARGAIN OR OPPORTUNITY, LOSS OF ANTICIPATED SAVINGS OR ANY OTHER SIMILAR OR ANALOGOUS LOSS RESULTING FROM YOUR OR ANY USER'S ACCESS TO, OR USE OF, OR INABILITY TO USE OUR PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, IN EQUITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE, TO BUSINESS INTERRUPTION OF ANY TYPE, WHETHER IN TORT, CONTRACT OR OTHERWISE.

10. TERMINATION

1. Where a party is in material breach of this Agreement, and has failed to remedy such breach within 28 days of notification by the other party, the other party may terminate this Agreement by giving written notice of termination, which shall become effective 5 working days after the date of the notice.

2. Either party may terminate this Agreement immediately by notice, if either party:
3. stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
4. is insolvent under company law;
5. has an administrator appointed in respect of it;
6. has an order made or a resolution passed for its winding up or dissolution or it enters into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;
7. has any security enforced over, or a distress, execution or other similar process levied or served against, the whole or a substantial part of its assets or undertaking; or
8. is subject to any event which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed above.
9. Expiry or termination of this Agreement is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of this Agreement up to the date of expiry or termination.
10. Rights and obligations under this Agreement shall survive termination of this Agreement where reasonably required to give commercial effect to such rights and obligations.

11. FORCE MAJEURE

1. If a party is prevented in whole or in part from carrying out its obligations under this Agreement as a result of Force Majeure, it will promptly notify the other party accordingly. While the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended, other than obligations to pay money that is due and payable.
2. The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.
3. The term of this Agreement will not be extended by the period of Force Majeure.

12. OTHER PROVISIONS

1. We may amend this Agreement at our discretion from time to time. We shall communicate any significant changes to this Agreement to you. If you do not agree with any changes, your sole remedy shall be to terminate your subscription to the relevant Product.
2. This Agreement shall be governed by and construed and enforced in accordance with the laws of England and Wales.
3. Each Party expressly agrees that exclusive jurisdiction for resolving any claim or dispute between us relating in any way to use of our Products shall be with the courts of England and Wales.
4. You may not assign or otherwise license or transfer any of your rights and obligations under this Agreement.
5. Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.
6. The relationship of the parties to this Agreement does not form a joint venture or partnership.
7. You agree that we may reference your use of our Products in our promotional materials.
8. No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
9. Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.