



Tengr.ai Terms of Service

Last modified: 13 April 2024.

I. General information

1. The company behind Tengr.ai, Tengrai Artificial Intelligence Korlátott Felelősségű Társaság (company registration number: 06-09-028918, tax number: 32315028-02-06, registered office: 6724 Szeged, Rókusi-boulevard 21, 1st floor, door 4, from now on referred to as: Operator) is committed to providing you with a secure artificial intelligence solution. You enter into this contract with the Operator. The Operator operates the websites tengr.ai and tengrai.com (from now on referred to as the: Website).
2. By using the Website, you accept these Terms of Service (from now on referred to as the: Terms of Service) in their entirety and agree to be bound by its provisions and to be bound by them and by the Operator. If there are any changes to the Terms of Service, we will post the revised Terms of Service on the Website ([https://tengr.ai/](https://tengr.ai)). Any updated or edited version will immediately supersede any prior arrangement upon posting, and the preceding version will have no effect in the future unless the revised version expressly references the prior version and retains the previous version or portions thereof. Suppose any court holds any modification to these Terms of Services to be invalid or unenforceable, you and the Operator (collectively, the: Parties) agree that the previously effective version of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law. You agree to use the “refresh” button on your browser when revisiting the Website. You also agree to note the date of the last modification to this Agreement. If the date of the previous modification remains unchanged since the last time you reviewed these Terms of Service, you have a reasonable basis to believe that nothing has changed since you last read them. If the date of the last revision has changed, you can be assured that something in the Terms of Service has changed and that you should review it again to determine how the changes have affected your rights and obligations. If you fail to review these Terms of Service regularly, you will be liable for such failure.
3. The Terms of Service apply to your access and use of the Website and its products (from now on referred to as the: Services) so please read them carefully before using them. If you disagree with the Terms of Service, please do not use the Services and cancel your registration, if any. If any of the Terms of Service are unavailable to you, please notify the Operator by sending an e-mail to hello@tengrai.com.

4. The Operator reserves the right to modify the Terms of Service at any time, which will be notified to you the next time you log in to the Website, in which case you agree to the modification of the Terms of Service for your continued use of the Services.
5. The laws or other regulations in your jurisdiction may govern your use of the Services available on the Website. Please check your local laws and regulations before using the Services. If your use of the Services violates the laws of the country where you reside or are a citizen, you agree to stop using the Services immediately.
6. No one is entitled to access the Website or use the Services unless they have accepted (signed) this Agreement. Such signature need not be a physical signature, as acceptance of these Terms of Service by electronic means is permitted under the Electronic Signatures in Global and National Commerce Act (USA), Regulation (EU) No 910/2014/EU of the European Parliament and of the Council of 23 July 2014 and similar local laws or regulations. You indicate your acceptance of these Terms of Service by any action you take to support your acceptance. You are most likely to register on the Website by clicking on a “Continue”, “Accept,” “Sign Up,” or similar syntax button or by using the “Continue as GitHub,” “Continue as Facebook,” “Continue as Discord,” or “Continue as ...” covers any third-party registration solution. You acknowledge that using these features has the same legal effect as if you were to place your physical signature on any contract. If you click on any link, button, or other means provided to you in any part of the Website interface, you accept these Terms of Service.
7. We hope you will enjoy using the Website and the Services. Please let us know your thoughts about the Services, these Terms of Service, and Tengr.ai. When you provide feedback, comments, or suggestions to the Operator regarding the Services, these Terms of Service, and Tengr.ai in general, you irrevocably assign to us all rights to your feedback, comments, and suggestions.
8. Questions or comments, feedback, and suggestions about the Services can be sent to us at hello@tengrai.com.

II. Privacy policy

1. The privacy and cookie policies relating to your visit to the Website and use of the Services are available at the Website. Please review this Policy before using the Services. You agree not to begin using the Services until you have read and accepted this Policy.
2. I acknowledge that the sign-in and registration are carried out by Auth0 (Okta, Inc.) and that the data provided during the registration process will be

transferred to the Website by Auth0. The data transmitted will include email address, name, profile picture, and other information from the linked systems.

3. I acknowledge the following personal data stored in the user account of Tengrai Artificial Intelligence kft. (6724 Szeged, Rokusi korut, 21., floor 1., office 4, Hungary) in the user database of Tengr.ai will be handed over to Stripe, PayPal or OTP Simple Pay and is trusted as data processor, if the payment is made by using the payment service the data transferred by the data controller are the following: email and name. The nature and purpose of the data processing activity performed by the data processor can be found at their respective privacy policies, and not governed by this document.

III. Registration on the Website to use the Services, and fees for the Services

1. By registering on the Website, you represent and agree that you will use the Website and the Services solely in accordance with the Terms of Service and the Privacy Policy, will not copy or distribute any element of the Website without the prior written permission of the Operator. By registering, you represent and warrant that you are of legal age and have the legal capacity to act in the country of your nationality or residence. If you are acting on behalf of a legal entity, you represent and warrant that you are authorized to represent that legal entity, and the legal entity has the legal capacity under the applicable laws of the country of incorporation.
2. As part of your registration, you acknowledge that the Operator will only process the e-mail address you provide. You also acknowledge that you may register once on the Website using one e-mail address. You undertake that the account associated with your registration will be used exclusively by one person, i.e., you and that you will not provide third parties access to the registered account.
3. You acknowledge that you are solely responsible for the activity under your registered account and that you must keep your account password secure. You must notify the Operator immediately upon becoming aware of the unauthorized use of your account password.
4. If any law of any country of your nationality or residence imposes a regulation requiring the verification of the age of registered users, the Operator may require the registered user to provide credible proof of age. This verification may also be carried out with the involvement of third parties, and by consenting to such verification, the registered user consents to the Operator's transfer of his/her data to third parties for age verification.

5. You acknowledge that you can delete your registration anytime by sending a message to hello@tengrai.com or selecting the menu item Privacy settings, Delete all my data. Unless otherwise stated, these Terms of Service provisions will remain in force after deactivation or termination. Once deleted, your account can't be restored; deletion is permanent and irrevocable. We cannot see, save, or restore any images you created or any other data after deletion.
6. Suppose you provide false or inaccurate information to the Operator or a third party that collects a regular registration fee during the registration process to use the Services. In that case, the Operator is entitled to refuse to use the Services, and the Operator and the third-party that collects the fee are allowed to take reasonable criminal and civil actions against you. Where applicable, you will be liable for any misuse charged to your account by the Operator or the third-party authorized to collect the fee. In the event of abuse, you will be liable to compensate the Operator or the third-party authorized to collect the price for any damages and costs incurred.
7. The Operator excludes all liability arising from using the Services by any unauthorized person. In such case, it shall be entitled to suspend with immediate effect the registration affected by such unauthorized use, to delete it, and to take any other necessary measures.
8. You acknowledge that in the event of your registration, payment, and billing for the Services will be made through a third-party, for which the Operator shall not be liable. You acknowledge that the Operator shall not be responsible for any loss or misuse arising from or in connection with any electronic payment.
9. You acknowledge that the fee for the Services will be paid in advance for a fixed period. The prepaid fee will not be refundable if you cancel your registration or terminate the agreement by you under these Terms of Service.
10. You will find information on the Website about the fees, the different subscription packages and the features available in the different packages.

IV. Recurring Credit Card Payment

1. Recurring credit card payment (hereinafter referred to as Recurring payment) is a function included in the acceptance of credit cards provided by our payment service provider partner meaning that in the future it is possible to make payments with credit card details provided by the Customer during the registration transaction without giving credit card details again.
2. By accepting this statement to use Recurring payment you allow to make subsequent payments made from your user account in this Website (tengr.ai) without providing credit card details and you allow for the Merchant to make the payment without your transactional approval. **The processing of credit**

card details is in accordance with the rules of card issuers. Neither the merchant nor the payment service provider has access to the credit card data.

3. The Operator shall assume direct liability for false or unauthorized recurring payments initiated by the Operator. Any claim enforcement against the Operator's payment service provider shall be unavailable. You acknowledge that you have read this notification, took notice of its content, and accepted it.

V. Accessing the Website and Services

1. It is your sole responsibility to ensure that you have your internet connection and that your computer or other system used to access the Services meets all technical requirements necessary to access and use the Website and is compatible with the Website. You will be responsible for all costs associated with compliance with these conditions, and the Operator will not provide you with any hardware or software tools for your use of the Website and the Services. The Operator will only give you access to the Services after the conditions for registration have been met.
2. You acknowledge that we may occasionally restrict access to certain features, portions, or content of the Website to registered users (for example, access to the Services support program features and pages).
3. You must ensure that the registration details you provide are accurate. Use or create a login ID (such as a username and password or other identifier) as part of our security procedures. You must keep this information confidential and not disclose it to anyone else. You are responsible for all activity under your login ID and must notify us immediately of any unauthorized use or other security breach of which you become aware.
4. We reserve the right to deactivate or even delete any registered login ID at any time if, in our opinion, you have not complied with any of the provisions of these Terms of Service, or if the information you provided during user registration proves to be false or if it is proven that you are using a third-party email address or other identifier. The Operator may also exercise this right if it believes, in its sole discretion, that your actions in using the Services constitute illegal or unlawful conduct and may expose the Operator or you to legal liability. The Operator may also exercise this right if it decides to terminate the Website or the Services. You acknowledge that the Operator shall not be liable for any limitation of your registration or termination of your access. All rights granted under these Terms of Service to you will terminate immediately if you breach any of these terms, intentionally or negligently.
5. To improve the user experience, the Operator is constantly working to improve the quality of the Website and Services. However, you acknowledge that we

cannot guarantee the continuous, uninterrupted, or error-free operation of the Website and Services and that the Operator shall not be liable for any damages arising from interruptions, bugs, or errors. There may be occasions when certain features, parts, or content of the Website, the Services, or the Website as a whole, may become unavailable (whether on a scheduled or unscheduled basis). You agree that we shall not be liable to you or any third-party for any temporary or permanent unavailability, modification, suspension, or withdrawal of the Website or any feature, part, or content of the Website or the Services.

6. Except as necessary to evaluate and use the Services, you may use the Website only by these Terms of Service. You may retrieve and display the Website's contents on your computer screen, print and copy individual pages, and store those pages in electronic form subject to the following section. Additional terms and conditions may also apply to certain features, parts, or content of the Website and may appear before you access the relevant features, parts, or content.
7. Suppose you use or make use a copyrighted work(s) while using the Services without a derivative right from the copyright owner. In that case, you are solely responsible for owning the right to use such work(s) and acknowledging that you are exclusively liable to the copyright owner. The Operator shall have no liability to the actual copyright owner of the copyrighted work that you use or make use of and shall not investigate whether you own the right to use the work.
8. You consent to the Operator having access to your registered account without notice to you, under a request from a public authority or other legal obligation, for as long as the Operator reasonably needs to comply with such or similar commitments.
9. You acknowledge that the Operator, and therefore the Website, is not responsible for the activities of any third-party or the content of any third-party websites, including cookies used by third parties or any other information (such as IP address, browser type, or operating system) collected when you click on their websites through links on the Website or view their advertisements. Links to such third-party sites should not be construed as an endorsement by the Operator or the products or services advertised, offered, or sold on such sites. It does not imply that such sites are free of computer viruses or other content with negative characteristics. You are responsible for reviewing and, if applicable, accepting such third-party sites' terms and conditions and privacy policies.
10. You acknowledge that you may not store pages of the Website on a server or other network-connected storage device, create an electronic database by systematically downloading and storing all content of the Website, remove or

alter any content of the Website, or attempt to circumvent security or interfere with the proper working of the Website or the servers that host it. You may create a link from a website operated by you to the Website provided that the link is not misleading or deceptive, reasonably indicates the destination, and does not imply that we endorse you, your website, or any products or services you offer. Where you link to (and do not frame or copy) the home page or other part of the Website in any way, the related content must not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive, or that infringes the intellectual property or other rights of any third party. You acknowledge that you may not use, frame, or utilize framing techniques to display Operator's trademarks, logos, or other proprietary information without the express written consent of the Operator.

11. You agree that we cannot guarantee that any content on the Website will be free of viruses and other code that may contain infectious or destructive elements. It is your responsibility to take appropriate IT security precautions (including anti-virus and other security controls) to meet your specific requirements for the security and reliability of the content.
12. You agree that if you, as the copyright owner, post or otherwise display any content on the Site while using the Services, you grant Tengr.ai an exclusive, perpetual, royalty-free, paid, worldwide license to copy, modify, distribute, display, perform, create derivative works from, and use such content. However, this does not mean Tengr.ai may sublicense such content to third parties.

VI. Use and ownership of content created using the Services

1. You agree that the content created through the use of the Services and downloaded/saved by you is your exclusive property, you are free to use, possess and dispose of such content, but you shall bear any liability arising from the exercise of such rights, and the Operator shall have no liability in this regard.
2. You have the right to use the content created using the Services for your purposes, to publish it to the public, edit, modify or otherwise use or exploit it in any other lawful way. Any damage caused to a third-party(ies) by your exercise of these rights, or any obligation or criminal liability incurred in addition to that, shall be borne solely by you, and the Operator shall not be liable for your conduct. About the rights granted to you under this clause, the Operator shall not be responsible for the legal environment in your country of nationality or residence and its observance. If you are in doubt, please get in

touch with a legal representative who can advise you on the legal environment in your country of citizenship or residence.

3. You acknowledge that you are not authorized to download or use for any purpose any content created through the use of the Service that you know or should have reasonably known cannot be lawfully distributed or used.

VII. Policy on Prohibited Use of the Services

1. You agree and undertake to use the Website and Services responsibly and lawfully.
2. You agree that you will not use the Website or the Services for any activity that is dangerous, illegal, or malicious to any person. Such activities include but are not limited to:
 - Promote or create content that is sexually abusive or exploitative of children.
 - Promote or encourage the commission of any criminal offense.
 - Promote or create content that is violent and extremist or related to terrorism.
 - Promote or facilitate the generation or distribution of spam.
 - Generate content related to deceptive or fraudulent activities, fraud, phishing, or malware.
 - Generate content that may harm individuals or groups or promote activities that may harm individuals or groups, such as developing or promoting hateful or promotional content, promoting harassment or intimidation methods intended to intimidate, abuse, or insult others, promoting violence, or inciting violence, generating content that encourages or incites self-harm, generating content that supports, promotes or starts self-harm, causing personally identifiable information for distribution or other unlawful purposes, generating content that may have an unfair or negative impact on individuals, including in particular effects on confidential or proprietary characteristics/properties.
 - Generating and distributing content that is intended to misinform, deceive or mislead, such as misrepresenting the origin of generated content by claiming that it was created by humans or misrepresenting generated content as an original work of authorship, developing content, impersonation of another false person (living or deceased) without overtly disclosing this for misrepresentation, generation of range of a sexual nature, including content created for pornography or

sexual gratification, but excluding content generated for scientific, educational, informational or artistic purposes.

3. You acknowledge that the Services provided on the Website are constantly evolving and that if any content appears as a result of the use of the Service that constitutes any of the facts set out in clause VI.2 of the Terms of Service, you shall immediately notify the Operator thereof and shall not record such content in any way on your system or use it. Should you nevertheless record and/or use such content, the Operator shall not be liable in any manner whatsoever and shall not be liable to you or any third-party for any damages or other claims.
4. You acknowledge that you are not authorized to engage in any data mining, robots, or similar data gathering or extraction practices concerning the Site or the Services, to download (other than caching the Site or downloading content generated by the Services) any portion of the Services or the Site or any information contained therein, to reverse engineer the Services or access the Services to create a competitive product or service, or to use the Services for any purpose other than as intended. If you engage in any of these activities, Operator may terminate your right to use the Services.

VIII. Special rules for underage person

1. You represent and warrant that You are at least eighteen (18) or twenty-one (21) years of age, depending on the age of majority in Your jurisdiction, and that You have the legal capacity and capacity to enter these Terms of Service. If you are under the age of eighteen (18) or twenty-one (21), depending on the age of majority in your jurisdiction, you are not eligible to use the Services.
2. The Operator expressly disclaims all liability for any false claims about your age.
3. You represent and warrant that you will not allow minors(s) to access the Services. It would be best to implement parental control safeguards, such as computer hardware, software, or filtering services, restricting minors' access to harmful material. You acknowledge that if your computer or mobile device is accessible to children, you will take all precautions to ensure that minors cannot use the Services. You acknowledge that, if you are a parent or guardian, it is your responsibility to prevent displaying age-restricted content to your minor children or guardians.
4. If you attempt to generate pornographic material involving minors through the Service, you must exit this Site and immediately stop using the Services. To enforce the Operator's zero-tolerance policy, you agree that in the exceptional circumstance that this does occur, you will report any real or simulated images that appear to depict minors on the Site. If you see any questionable images

or other depictions, please report them immediately via hello@tengrai.com. Include in your report any supporting evidence, including the date and time of identification. All reports will be investigated immediately, and appropriate action will be taken if substantiated.

IX. Legal declaration

1. You agree that using the Services on the Website is at your sole risk. The Operator shall have no liability for any Content generated by you in connection with your use of the Services:
 - errors, mistakes, or inaccuracies in the content
 - personal injury or any other damage
 - unauthorized use of personal data or information that you have provided to the Services or any other unlawful conduct by you
 - for interruption of transmission to or from the Website, any bugs, viruses, Trojan horses, Trojan horse viruses, or other similar harmful or phishing material transmitted to or through the Website by any third-party.
2. The Operator shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or consequential damages arising from using the Services. This limitation of liability shall apply to the fullest extent permitted by applicable law in the relevant jurisdiction. We make no warranties or representations as to the quality, suitability, truth, accuracy, or completeness of any content on the Services. You agree that you are solely responsible for all legal consequences arising from your use of or reliance on any content created through the Services.
3. You are solely responsible for complying fully with the laws of the country of your nationality and/or residence in connection with your use of the Services and the use and exploitation of the content created. The Operator shall not be liable for any damages or other unlawful acts caused by you through the use of the Services or the use or exploitation of the generated content, and you shall be solely responsible for such damages. The Operator's liability for direct damages under these Terms of Service shall not exceed the total amount of the fee paid by you for the use of the Services on the Website.
4. The Operator is not responsible for the availability of the Website and the Services in any particular country or geographic area but will endeavor to ensure that the Website and the Services are available worldwide at all times. The Operator shall not be liable for any temporary or total unavailability of the Website and the Services, which you acknowledge, and you shall have no claim against the Operator for damages or any other claim in such event.

5. You agree to indemnify and hold Operator harmless fully and against all costs, damages, liabilities, and expenses (including attorneys' fees, costs, penalties, interest, and expenses) of any claims (including any claims that your use of the Services violates applicable law or the rights of any third party and/or breaches of these Terms of Service) arising out of any unlawful use of the Services by you or any person using your registration by any third-party.
6. These Terms of Service constitute the entire agreement between you and the Operator regarding your use of the Services and supersede any prior agreements between you and the Operator concerning your use of the Services.
7. Withdrawal: Bearing in mind that the subject matter of these Terms of Service is "digital content delivered on a non-tangible medium," you, if you are a consumer and the Operator, agree on the right of withdrawal as set out in this clause. Suppose you are a consumer under EEA law. In that case, you expressly agree that from the moment of registration and simultaneous payment of the fee, the Operator shall commence the performance of the contract under these Terms of Services, and you acknowledge that you lose your right of withdrawal as a result.
8. Force majeure means any cause, event, or circumstance that is unforeseeable, uncontrollable, and/or any cause affecting the Operator but independent of the Operator, the occurrence of which makes it impossible for the Operator to fulfill its obligations under these Terms of Service. In such a case, neither of the Parties shall be held liable for the non-performance of its contractual obligations if such non-performance is caused, in whole or in part, by force majeure. If the force majeure has not ceased within 15 (fifteen) days of its occurrence, either Party may terminate the contract without the other Party being entitled to claim damages by giving notice to the other Party.
9. These Terms of Service are governed by Hungarian law.
10. By the provisions of Act of 1997 on Consumer Protection, if any consumer dispute between you and the Operator is not resolved in the course of negotiations with the Operator, the person who is a consumer may apply to the conciliation body competent in the place of his/her residence or domicile and initiate the proceedings of the Body, or may apply to the Conciliation Body competent in the area of the Operator's registered office. The name of the competent conciliation body according to the Operator's seat is: Csongrád-Csanád County Conciliation Body, 6721 Szeged, Párizsi-boulevard. 8-12.; contact details: e-mail: bekelteto.testulet@csmkik.hu; telephone: 06 (62) 554 250/118.
11. The Operator and persons qualifying as undertakings under the Civil Code shall settle any disputes between them amicably or, if this is not possible, the

disputes shall be submitted for resolution to the competent court of law of Szeged, the jurisdiction of which shall be stipulated. The Customer, who is a consumer under the Civil Code, shall be entitled to enforce his/her claim arising from the consumer dispute before the court in civil proceedings by the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure and other applicable legislation.

12. The Operator reserves the right to update or modify the provisions of these Terms of Service from time to time to reflect changes in how the Website and the Services operate and the terms and conditions thereof or changes in the legal environment. In such cases, an amended version of the Terms of Service will appear on the Site.
13. The Parties understand and agree that although the Terms and all other documentation, information, and notices have been translated into several languages to assist users of the Website and formally reflect the same principles, the governing language of all documents, information, and notices shall be Hungarian. By accepting these Terms of Service (in any language), you acknowledge and assume that the official language of Tengrai is Hungarian. In case of any discrepancy or inconsistency between the Hungarian language and any other language, the Hungarian language communication shall prevail.

the operator of Tengr.ai, Tengrai Artificial Intelligence Korlátolt Felelősségű Társaság

