



## Bria Online AI General Terms and Conditions

This Agreement consists of these General Terms and Conditions, the Order and any additional terms Bria presents when you access or use a Product. The Agreement takes effect on the earlier date of when Customer accepts these General Terms and Conditions, places an Order, accesses or uses a Product. You must be 18 years or older and able to form a binding contract with Bria to use the Products. The individual who accepts these General Terms and Conditions represents that they are authorized to enter into this Agreement on behalf of Customer. Capitalized terms have the meanings given under the Definitions section below.

### 1. License to use Bria Products

- 1.1. **License grant.** Products specified in Customer's applicable Order are licensed and not sold. Subject to Customer's compliance with this Agreement, Bria grants to Customer a nonexclusive and limited license to install or access and use the Products ordered as provided in the applicable Order and this Agreement. The licenses granted herein are non-transferable except as expressly permitted under this Agreement.
- 1.2. **Beta Products.** Beta Products, if provided for Customer's use under an applicable Order, are provided "AS-IS", "WITH ALL FAULTS" and "AS AVAILABLE". Bria may change or discontinue Beta Products at any time without notice.
- 1.1. **Product changes.** Bria has the right to make technical changes to the Products if such changes do not materially lessen the Product's functionality. Bria may provide additional terms that apply to Customer's use of updates, new features, or related Software.
- 1.2. **Affiliates.** If the use of any Product by Customer's Affiliates was specifically allowed under an applicable Order, Customer shall remain liable for its Affiliates' use, and only Customer shall have the right to enforce this Agreement on behalf of its Affiliates.
- 1.3. **Compliance with laws.** Customer's use of the Products must not violate any applicable laws, including copyright or trademark laws, export control laws and regulations, including laws and regulations in its jurisdiction.
- 1.4. **Reservation of rights.** Products are protected by copyright and other intellectual property laws and international treaties. Bria reserves all rights not expressly granted in this Agreement, and no rights are granted or implied by waiver or estoppel.
- 1.5. **Feedback.** Feedback by Customer is optional and voluntary. Feedback may be used by Bria for any purpose without obligation of any kind as long as the Customer's confidential information remains confidential.
- 1.6. **Restrictions.** Unless expressly permitted in this Agreement or by law, Customer may not:
  - 1.6.1. reverse engineer, decompile, or disassemble any Product, or try to do so;
  - 1.6.2. run, upgrade or downgrade, or transfer parts of a Product separately at different times or on different devices;
  - 1.6.3. install, use, or distribute other software or technology and/or modify, develop or change the Software by incorporating any open-source software and/or in any other way that makes Bria's intellectual property or technology subject to any other license terms;
  - 1.6.4. work around, disable, circumvent or tamper with the Attribution Agent from the Software or any Derivative;
  - 1.6.5. use any distillation methods entailing the use of intermediate data representations or methods based on the generation of synthetic data by the Products or any Derivatives for training any other generative model;
  - 1.6.6. work around technical limitations in a Product or restrictions in Product documentation; or
  - 1.6.7. sell, rent, lease, transfer, sublicense, distribute or lend any Products to others, in whole or in part, or host Products for use by others, except as explicitly authorized herein or under any applicable Order.

### 2. Customer use of Output

- 2.1. **IP assignment of Output.** Subject to the terms of this Agreement, Bria hereby assigns to Customer all its right, title and interest, if any, in and to any Output together with any and all intellectual property rights embedded in or related to such Output. Given the characteristics of the Products and its technology, which



is based on artificial intelligence, any Output provided to Customer may not be exclusive and/or unique, and it is possible that other Bria customers might generate outputs similar to any Output generated by the Customer. In any such event, the rights granted above do not apply to any Output generated for other Bria customers.

- 2.2. **Rights to Customer Content.** Customer retains all rights to Customer Content. Customer Content may be transmitted to Bria to generate Output. Customer gives Bria a nonexclusive and limited license to store, access and use the Customer Content as reasonably required for the performance and enhancement of the Products for Customer's use only. Bria hereby warrants that Customer Content shall not be used to train generative models, unless Customer expressly consents to such training in writing.
  - 2.3. **Use restrictions.** Customer may not (a) use, sell, license or distribute pre-generated images created as Output, in any form of image repository, library, or bank for the purpose of search, preview, and download by end users, or (b) use or permit the use of any Output or any part thereof for the training of any generative model.
  - 2.4. **Content Guidelines.** Customer's, its End Users and/or customers' use of a Product, or any Customer product and/or service incorporating any Product, is subject to the Content Guidelines. To that end, Customer undertakes to include the Content Guidelines or substantially similar guidelines in its terms and conditions or any other equivalent instrument governing the use of its products and/or services incorporating any Product.
  - 2.5. **Storage policy.** To the extent storage is explicitly specified in any Product documentation, Output and/or Customer Content, as applicable, will be stored subject to the duration and storage space limitations set forth therein. In all other cases, Output and Customer Content are not stored. Output and Customer Content will be automatically deleted within 30 days after the termination of this Agreement. Customer may delete Output and Customer Content at any time.
  - 2.6. **Personal Data.** Customer Content shall not include any personal data. Customer and Bria will comply with applicable data protection laws.
  - 2.7. **Publicity.** Customer agrees that Bria may use Customer's name and logo for marketing and public relations purposes, including but not limited to Bria's website, press releases, case studies, and other marketing materials.
  - 2.8. **Output marking.** Customer will ensure that any Output generated by any Software or a Derivative is marked as "AI Generated" using such standards and/or watermarking techniques pursuant to industry standards or any applicable and shall not strip any Output of any Product from any marking applied by Bria.
- 3. Confidentiality**
- 3.1. **Existing NDA.** If the parties have entered into a non-disclosure agreement, those terms apply instead of this confidentiality section.
  - 3.2. **Confidential Information.** "Confidential Information" is non-public information in any form that is marked as "confidential" or that a reasonable person should understand is confidential. This includes, but is not limited to, Customer Content, the terms of this Agreement and Customer's account authentication credentials.  
  
Confidential Information does not include information that:
    - 3.2.1. becomes publicly available without a breach of a confidentiality obligation;
    - 3.2.2. was received lawfully from another source without a confidentiality obligation; or
    - 3.2.3. is independently developed.
  - 3.3. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information. A party will only use the other party's Confidential Information as part of the parties' business relationship. Neither party will disclose Confidential Information to third parties. A party may only share Confidential Information with a party's Representatives on a need-to-know basis, under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives. A party must promptly notify the other party if it discovers any unauthorized use or disclosure.
  - 3.4. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law,



but only after it notifies the other party (if legally permissible) so that the other party can seek a protective order.

- 3.5. **Duration of confidentiality obligation.** These confidentiality obligations apply for a period of three years after a party receives the Confidential Information.

#### 4. Warranties

- 4.1. **IP warranty.** Bria warrants and represents the Output do not, and use thereof by the Customer in accordance with the terms and conditions of this Agreement will not, misappropriate a trade secret or infringe a patent, copyright, trademark, or other proprietary right of a third party, or any right of privacy or publicity, or any obligation of confidentiality.
- 4.2. Bria's warranty does not apply if (i) Customer fails to update a Product to the newest release, or (ii) Customer uses a Product in a manner unauthorized by this Agreement or Product documentation. Customer waives any claims not made during the term of this Agreement.

#### 5. Limited Indemnity and Liability

- 5.1. **Indemnity.** Customer will defend, indemnify, and hold harmless Bria, its affiliates, and personnel, from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to Customer's use of the Products, including Customer Content, products or services Customer develops or offers in connection with the Products used, and Customer's breach of this Agreement or violation of applicable law.
- 5.2. **Disclaimer.** THE PRODUCTS, OUTPUTS AND ANY OTHER CONTENT ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, BRIA AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE PRODUCTS, OUTPUTS AND ANY OTHER CONTENT, AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. BRIA DOES NOT WARRANT THAT THE PRODUCTS, OUTPUTS AND ANY OTHER CONTENT WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.
- 5.3. **Limitations of Liability.** NEITHER BRIA NOR ANY OF BRIA'S AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BRIA'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR US \$100. THE LIMITATIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### 6. Pricing and payment

- 6.1. **Fees.** Customer agrees to pay fees specified in the applicable Order within 30 days of the invoice date. Amounts payable are non-refundable, except as stated in this Agreement regarding Product warranty and third-party claims. If billed based on usage, Bria will invoice according to the billing model described in the applicable Order. Unless otherwise specified in the applicable order, the fees will be automatically increased by 10% upon the lapse of any 12-month period of the term.
- 6.2. **Late payment.** If Customer fails to pay fees on time, Bria has the right to charge 2% monthly interest on past due amounts as allowed by law. Bria also has the right to charge Customer for all expenses of recovery, to terminate the applicable Order, terminate Customer's access and to take any other action at law.
- 6.3. **Taxes.** Customer is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Bria's net income) that are imposed or become due in connection with this Agreement. If any taxes are required to be withheld on payments invoiced by Bria, then the amounts due to Bria shall be increased such that Bria will receive the amount it would have received had Customer not made any such withholding.

#### 7. Term and termination

- 7.1. **Term.** This Agreement and any license provided hereunder is effective and will continue for the duration set forth in the applicable Order, unless terminated earlier by a party, as described below. Except as specified otherwise in the applicable Order, the term will automatically renew for additional periods of one



month each, unless terminated in writing by the Customer at least 90 days prior to the renewal date.

7.2. **Termination for cause.** Without limiting other remedies, either party may terminate this Agreement for material breach immediately if the other party fails to cure a curable breach within a 30-day notice period. Upon such termination:

7.2.1. All licenses granted under this Agreement will terminate immediately.

7.2.2. All amounts due under any unpaid invoices will become due and payable immediately.

7.3. If Bria is in breach, Customer will be reimbursed for any prepaid unused fees.

7.4. **Termination for regulatory reasons.** Bria may modify, discontinue, or terminate a license to any Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that causes Bria to believe this Agreement or such Product may conflict with any such regulation, obligation, or requirement. If Bria terminates a license for regulatory reasons, Customer will receive, as its sole remedy, a reimbursement for any prepaid, unused subscription fees.

7.5. **Implications of termination.** Upon termination of this Agreement for any reason: (i) all licenses granted under this Agreement will terminate immediately, (ii) Customer shall cease immediately the access, use, distribution or marketing of the Products or any Derivative thereof, (iii) Customer will immediately delete all Software and any Derivative thereof, using then-current best practices for ensuring that it is permanently and irretrievably deleted and expunged from Customer's systems and environment and provide a written certification signed by a C-level officer certifying to the deletion thereof and Bria shall have the right to audit Customer compliance with such destruction obligation, and (iv) all outstanding amounts payable under this Agreement will become immediately due and payable (provided, however, that Customer has not terminated this Agreement pursuant to Section 7.2 above).

## 8. High-risk and prohibited use

8.1. The Products are not designed or tested for use in hazardous environments or any other environments requiring fail-safe performance, including in the operation of any use which is listed under Title II of the EU AI Act and/or defined as high-risk use under such regulation or any equivalent law or regulation in any other jurisdiction. Customer hereby commits not to use any of the Products in any such environment and/or make any such use of the Products.

## 9. Miscellaneous

9.1. **Independent contractors.** The parties are independent contractors. Customer and Bria may develop products independently without using the other's Confidential Information.

9.2. **Amendments.** Bria may require Customer to accept revised or additional terms before processing a new Order. Any additional or conflicting terms and conditions presented by Customer are expressly rejected and will not apply.

9.3. **Order of precedence.** The parties may agree on changes to this Agreement by a signed Order. Other than that, this Agreement will take precedence over any conflicting terms in other documents.

9.4. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other assignment of this Agreement must be approved by the other party in writing. Such notification to Bria shall be made to the account manager at Bria. Any attempted assignment without required approval will be void.

9.5. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of this Agreement will remain in full force and effect.

9.6. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

9.7. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

9.8. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

9.9. **Notices.** Notices to Bria may be submitted via email to legal@bria.ai. If Customer wishes to formally service



notice on Bria, it must be made to Bria's place of business at:

Bria Artificial Intelligence Ltd.  
126 Yigal Alon Street  
Tel Aviv, Israel

Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier confirmation of delivery. Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Customer shall ensure its contact for notices is up to date during each renewal. Bria may send notices and other information to Customer by email or other electronic form.

9.10. **Applicable law and venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, USA and federal laws of the United States, without reference to principles and laws relating to the conflict of laws. Any legal action or proceeding will be brought exclusively in the federal or state courts located in the city of New York, NY, USA. The parties consent to personal jurisdiction and venue there. Each party irrevocably waives its right to trial of any issue by jury. The above choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

9.11. **Bria Affiliates and contractors.** Bria may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Bria remains responsible for its performance.

## 10. Definitions

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party. In this context control means ownership of more than a 50% interest in an entity.

"Beta Products" means Products provided for preview, evaluation, demonstration or trial purposes, or pre-release versions of the Products.

"Attribution Agent" means a software agent provided by Bria together with the Foundation Models and Open Foundation Models, which keeps log of usage of such models in order to facilitate Bria's payment undertaking to licensors of the training data.

"Bria" means Bria Artificial Intelligence Ltd.

"Content" means text, data, software, images and any other materials that are displayed or otherwise made available through a Product, other than Customer Content.

"Content Guidelines" means the Bria Content Guidelines available [Bria.ai/Customer-Terms/Content-Guidelines](https://Bria.ai/Customer-Terms/Content-Guidelines).

"Customer" means the entity that has entered into this Agreement.

"Customer Content" means Content that Customer creates, owns, or to which Customer holds the rights to, or any other Content provided by Customer to any Product, other than Output.

"Derivative" means any product or service developed and/or created and/or distributed by Customer that is based on any Products, integrating, embedding or using any Product.

"End User" means any person or machine account that Customer permits to use a Product or Output.

"Feedback" means any comment Output provided by Customer about Bria's business, Products or services or Output, including what use cases Customer is using the Products for, success criteria and results Customer is witnessing.

"Foundation Models" means machine-learning based assemblies, consisting of learnt weights, parameters, corresponding to the model architecture as described in the model documentation, including updates, patches, bug fixes, model releases and Support provided by Bria.

"Open Foundation Models" means an Open Version of the Foundation Models.

"Open Version" means source code, scripts, machine-learning based assemblies, learnt weights, parameters, or model architecture.

"Output" means any Content or edit or modification of Customer Content or Content or any other output returned



by a Product.

"Online Services" means the Bria online hosted products and service, including, without limitation, any web applications, iFrames and/or APIs.

"Order" means the method by which a Customer obtains its license to use a Product whether by a specific order form document entered into by the Customer and Bria, or by confirming a subscription plan on Bria's website and/or any other platform through which Customer subscribes to any Bria Product.

"Products" means any Software and Online Services subscribed to by Customer as explicitly identified in an Order, including updates, patches, bug fixes and Support provided by Bria.

"Representatives" means a party's or party's Affiliates' employees, contractors, advisors and consultants.

"Software" means licensed copies of the Bria on-premises software, including, without limitation, any Foundation Model and Open Foundation Model, including updates, patches, bug fixes and Support provided by Bria.

"Output" means any Content, edit or modification of Customer Content or other output returned to you by a Product.

"Support" means Bria's support services pursuant to an SLA and this Agreement.