

## TERMS OF SERVICE

AI Fashion Photography Platform

### § 1 General Provisions

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1. These Terms of Service define the general conditions, rules and access to the service available through the Website provided by "Narf spółka z ograniczoną odpowiedzialnością" with its registered office in Warsaw at the address: Al. Jana Pawła II 27, 00-867 Warszawa, KRS number: 0001004209, NIP number: 5273029809, REGON number: 523747406.
2. These Terms of Service set out the conditions and terms of providing the Service.
3. The User is obliged to comply with all the provisions of the Terms of Service.
4. The Terms of Service are available free of charge on the Website. Everyone can print it, record and multiply digitally on any electronic media.
5. The Terms of Service are available in a form allowing for its storage and reproduction in the ordinary course of activities (HTML file or other form).

### § 2 Definitions

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For the purposes of these Terms of Service, the following terms shall have the meanings set forth below:

**"Agreement"** — the agreement concluded between the User and the Service Provider upon the User's registration and acceptance of these Terms of Service, governing the use of the Service.

**"AI Model"** — a synthetic, computer-generated human figure created entirely by artificial intelligence, used to display clothing and fashion products in generated images.

**"Consumer"** — a natural person making a legal transaction not directly related to their business or professional activities.

**"Brand"** — means a single commercial identity under which fashion products are marketed, sold, or promoted, identified by a distinct name, trademark, logo, or trade designation, and controlled by one legal entity.

For the avoidance of doubt, a Brand may include multiple product lines, collections, categories, or seasonal assortments, provided they are marketed under the same commercial identity.

Separate trademarks, trade names, or commercial identities, even if owned or controlled by the same legal entity, shall be considered separate Brands for the purposes of these Terms of Service.

**"Credits"** — the units of account used to access and utilize the Service features, where each image generation or processing action consumes a specified number of Credits.

**"Entrepreneur"** — a natural person, a legal person or an organizational unit that is not a legal person, which is granted legal capacity by the law, conducting business on its own behalf.

**"Force Majeure"** — an external event beyond the Service Provider's control, such as flood, storm, fire, earthquake, war, social unrest, as well as other external events that could not have been foreseen and whose consequences could not have been prevented.

**"Generated Content"** — any images, photographs, or visual materials produced by the Service using artificial intelligence based on User's Input Materials.

**"Input Materials"** — any photographs, images, product specifications, or other content uploaded by the User to the Service for processing.

**"Contractual Rights"** — the contractual rights to use Generated Content granted to the User pursuant to § 9.

**"Malfunction"** — damage to the Service limiting or preventing the User's access to the Service.

**"Polar"** — Polar Software Inc., which acts as the Merchant of Record for all payment transactions related to the Service.

**"Service"** — paid SaaS platform that allows users to generate AI-powered fashion product photography, including on-model images, flat-lay transformations, and product visualizations using artificial intelligence technology.

**"Subscription"** — the User's subscription to the Service for a specified Subscription Term, as described in § 4.

**"Subscription Term"** — the period for which the User has subscribed to the Service, as selected during the purchase process.

**"Service Provider"** — the company "Narf spółka z ograniczoną odpowiedzialnością" with its registered office in Warsaw at the address: Al. Jana Pawła II 27, 00-867 Warszawa, KRS: 0001004209, NIP: 5273029809, REGON: 523747406.

**"Terms of Service"** — these terms of service.

**"User"** — an entity using the functionalities of the Service, who has full legal capacity.

**"Website"** — the website operated by the Service Provider for access to the Service.

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### § 3 Technical Conditions

1. The minimum technical requirements to use the Service are:
  - a) a web browser with at least Chrome 76, Firefox 69, Safari 12.1, Edge 18, or later, accepting cookies;
  - b) Javascript enabled in the browser;
  - c) Internet connection of at least 2 Mbit/s;
  - d) access to e-mail;
  - e) sufficient storage space for uploading Input Materials and downloading Generated Content.

## **§ 4 Subscription and Fees**

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1. The Service is provided on a subscription basis. The available Subscription plans, their respective Credit allocations, and pricing are published on the Website.
2. All payments for the Service are processed by Polar Software Inc. ("Polar"), which acts as the Merchant of Record for all transactions. By purchasing a Subscription, the User agrees to Polar's Terms of Service available at <https://polar.sh/legal/terms>.
3. The Service Provider does not process payments directly. All matters relating to payments, invoicing, taxes, refunds, and chargebacks are governed by Polar's Terms of Service and policies.
4. Upon successful payment processed by Polar, the User's Subscription is activated and the User gains access to the Service.
5. Subscriptions do not renew automatically. The User may renew the Subscription at any time by purchasing a new Subscription plan through the Website.
6. Unused Credits remain in the User's account and roll over to the new Subscription Term, provided that the User renews the Subscription within 30 days after the expiration of the current Subscription Term. Credits cannot be used without an active Subscription. If the User does not renew the Subscription within this 30-day grace period, all unused Credits shall be forfeited.
7. Credits are non-refundable. Upon account deletion or termination, all unused Credits are forfeited.

## **§ 5 Account Registration and Use of the Service**

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### ***Account Registration***

1. Access to the Service requires an active Subscription as described in § 4.
2. As part of the registration process, the User is required to provide the Service Provider with certain information, including:
  - a) company name or full name (for sole traders);
  - b) company registration number (if applicable);
  - c) e-mail address;
  - d) billing address;
  - e) VAT identification number (if applicable);
  - f) password.
3. The User is responsible for providing accurate, complete, and up-to-date registration information. The User shall promptly update the account information in the event of any changes.
4. If the User registers on behalf of a legal entity, the User represents and warrants that they have the legal capacity and authority to accept these Terms of Service and enter into the Agreement on behalf of such entity.

### ***Account Security***

5. The User is solely responsible for maintaining the confidentiality of their account credentials, including the password.
6. The User shall not share account credentials with any third party or allow any third party to access the Service using the User's account.

7. The User shall notify the Service Provider immediately of any breach of security or unauthorized use of the account.
8. The User is solely responsible and liable for all activity that occurs under the User's account and for any losses, damages, liability, and expenses incurred by the Service Provider or any third party due to any unauthorized use of the account.

### ***Conclusion of the Agreement***

9. In order to conclude the Agreement, the User creates an account on the Website, accepts these Terms of Service, selects a Subscription plan, and pays the applicable Fees. The Agreement is concluded upon gaining access to the Service.
10. After the required payment has been successfully processed:
  - a) the User's account is activated;
  - b) the User gains access to the Service;
  - c) the Agreement between the User and the Service Provider is concluded.
11. The use of the Service is intended for business purposes. Nevertheless, Consumers may also use the Service. The Service is available to Users who are at least 18 years of age and have full legal capacity.
12. The Service Provider may verify the accuracy of the User's registration data at any time. Providing false or misleading information may result in suspension or termination of the account.

### ***Account Deletion***

13. The User may request deletion of their account at any time by contacting the Service Provider. Upon account deletion:
  - a) the User's access to the Service will be terminated immediately;
  - b) all unused Credits will be forfeited;
  - c) the User's data will be processed in accordance with § 21 and the Privacy Policy.

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## **§ 6 Contact Form**

1. The Service Provider makes the Contact Form available to Users.
2. The Contact Form service is sending a message to the Service Provider using the form available on the Website. In order to use the Contact Form, the User fills in the form available on the Website and sends it electronically to the Service Provider by selecting the appropriate function on the form.

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## **§ 7 Service Description**

1. The Service Provider provides the Users with Service in the form of access to an AI-powered platform for generating fashion product photography.
2. The Service enables Users to:
  - a) upload photographs of clothing and fashion products (Input Materials);
  - b) generate on-model photography using AI Models (synthetic, computer-generated figures);

- c) transform flat-lay product images into on-model visualizations;
- d) download Generated Content for commercial use subject to the Contractual Rights terms in § 9.

3. Input Materials uploaded by the User may contain images of persons wearing the clothing products. The User acknowledges that the Service will process such images using artificial intelligence technology. The User is solely responsible for ensuring compliance with all applicable laws and obtaining all necessary rights and consents as set forth in § 8.
4. Detailed description of the Service features and capabilities is available on the Website.
5. The quality and accuracy of Generated Content depends on the quality of Input Materials provided by the User. The Service Provider does not guarantee that Generated Content will be free from visual artifacts, distortions, or inaccuracies.
6. Generated Content using AI Models does not depict any real person. All AI Models are synthetic creations and any resemblance to real individuals is coincidental.

## **§ 8 User Warranties Regarding Input Materials**

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1. By uploading any Input Materials to the Service, the User represents and warrants that:
  - a) the User owns or has obtained all necessary rights, Contractual Rights, consents, and permissions to use such Input Materials and to authorize the Service Provider to process them;
  - b) the Input Materials do not infringe any third party's intellectual property rights, including copyrights, trademarks, patents, or trade secrets;
  - c) the Input Materials do not violate any applicable laws or regulations.
2. If the Input Materials contain images of identifiable persons, the User additionally represents and warrants that:
  - a) the User has obtained valid consent from each identifiable person depicted in the Input Materials for the use of their likeness;
  - b) such consent covers the processing of the images by artificial intelligence systems, the creation of derivative works, and the intended commercial use of the Generated Content;
  - c) the User has informed the depicted persons that their likeness may be processed by artificial intelligence technology;
  - d) the consent remains valid and has not been withdrawn;
  - e) any person depicted in the Input Materials is at least 18 years of age;
  - f) the use of such images complies with all applicable laws regarding personality rights, privacy, and data protection.
3. The Service Provider does not verify the contents of Input Materials or the existence of any consents or Contractual Rights. The User is solely responsible for ensuring that all Input Materials comply with applicable laws and these Terms of Service.
4. The Service Provider reserves the right to remove any Input Materials or Generated Content that it reasonably believes may violate these Terms of Service or applicable laws, without prior notice and without liability to the User.
5. The User shall indemnify and hold harmless the Service Provider from any and all claims, damages, losses, costs, and liabilities (including reasonable legal fees) arising from or related to the User's Input Materials, including but not limited to claims by

third parties whose likeness, intellectual property, or other rights may have been infringed.

## **§ 9 Intellectual Property and Contractual Rights**

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### ***Input Materials***

1. The User retains all ownership rights to the Input Materials uploaded to the Service.
2. By uploading Input Materials, the User grants the Service Provider a non-exclusive, worldwide, royalty-free Contractual Rights to use, reproduce, modify, and process such Input Materials solely for the purpose of providing the Service and generating the requested content.

### ***Contractual rights to Generated Content***

3. The User acknowledges and agrees that Generated Content is created using artificial intelligence systems and may not qualify as a work protected by copyright or related rights under applicable law, in particular under European Union law.
4. To the extent that any intellectual property rights, including copyright or related rights, may arise or subsist in the Generated Content under applicable law, such rights are contractually allocated as set forth below.
5. Nothing in these Terms of Service shall be construed as a representation or warranty that Generated Content is protected by copyright.
6. Subject to the User's compliance with these Terms of Service and payment of applicable Fees, the Service Provider grants the User a non-exclusive, limited, non-transferable, worldwide contractual rights to use the Generated Content ("Contractual Rights").
7. The Contractual Rights shall remain in effect until the later of:
  - a) the lapse of two (2) years from the date such Generated Content was created; or
  - b) termination of the Agreement (i.e., the User has no active Subscription).
8. The Contractual Rights is granted solely in connection with the User's own fashion business for one Brand only. Use of Generated Content for multiple Brands or on behalf of third parties requires a separate agreement with the Service Provider.
9. The User may not:
  - a) sell, transfer, or assign the Generated Content or the Contractual Rights to any third party;
  - b) claim that AI Models depicted in Generated Content are real persons;
  - c) use Generated Content in a manner that suggests endorsement by a real person;
  - d) use Generated Content for illegal, defamatory, or harmful purposes.

### ***Service Provider's Rights***

10. All rights to the Generated Content, including copyright, remain the exclusive property of the Service Provider. The User receives only the Contractual Rights as specified in this § 9.
11. All AI Models are the exclusive property of the Service Provider.

- 12.** All rights to the Service, including the platform, software, algorithms, AI technology, user interface, and related intellectual property, remain the exclusive property of the Service Provider.
- 13.** The User may not reverse engineer, disassemble, decompile, or attempt to derive the source code, algorithms, or models underlying the Service.

## **§ 10 Payment**

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1. All payments for the Service are processed by Polar Software Inc. acting as the Merchant of Record. The User acknowledges that Polar is the seller of record for all transactions and is responsible for payment processing, invoicing, tax collection, and related matters.
2. All matters relating to payments, including payment methods, invoicing, taxes (VAT, GST, sales tax), refunds, and chargebacks, are governed by Polar's Terms of Service and policies available at <https://polar.sh/legal/terms>.
3. The Service Provider shall not be liable for any payment processing issues, delays, or disputes between the User and Polar.

## **§ 11 Interruptions in Access to the Service**

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1. In order to ensure the highest quality of the Service and to develop the Service with new functionalities, the Service Provider reserves the right to make changes to the functionality of the Service, which may be associated with interruptions in the provision of Service.
2. Interruptions in the provision of Service may also occur due to:
  - a) access restrictions imposed by the operators of networks used by the User;
  - b) outages or disruptions resulting from acts or omissions of third parties for which the Service Provider is not responsible;
  - c) scheduled maintenance of the Service infrastructure;
  - d) repairs required due to technical malfunctions or service incidents;
  - e) Force Majeure events.
3. The Service may be changed, discontinued or updated at any time without notice.
4. The Service Provider does not guarantee that:
  - a) the Service will be uninterrupted, error-free, or continuously available;
  - b) any errors or defects in operation will be corrected;
  - c) the Service is free of viruses or other harmful components;
  - d) the results of using the Service meet User's requirements.

## **§ 12 Acceptable Use Policy**

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1. The User shall use the Service only for lawful purposes and in accordance with these Terms of Service.
2. The User shall not use the Service to:

- a) generate content that is illegal, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable;
- b) generate content that infringes any third party's intellectual property rights;
- c) generate content depicting minors in any context;
- d) generate pornographic, sexually explicit, or adult content;
- e) generate content that promotes violence, discrimination, or hatred;
- f) generate content for fraudulent, deceptive, or misleading purposes;
- g) misrepresent AI-generated images as photographs of real persons without disclosure;
- h) impersonate any person or entity;
- i) interfere with or disrupt the Service or servers connected to the Service;
- j) attempt to gain unauthorized access to any portion of the Service;
- k) use automated systems to access the Service in a manner that exceeds reasonable use.

3. The Service Provider reserves the right to remove any content that violates these Terms of Service and to suspend or terminate accounts of Users who engage in prohibited conduct.

## **§ 13 Disclaimer**

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1. User agrees to access or use the Service at User's own risk and responsibility. Service Provider assumes no responsibility for the use or misuse of the Service and for the results of activities for which the User uses the Service.
2. The Service is provided "as is" and "as available", without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, reliability, or non-infringement.
3. The Service Provider does not warrant that Generated Content will be accurate, realistic, or suitable for any particular purpose.
4. The Service Provider shall not be liable for any claims arising from:
  - a) the User's failure to obtain necessary rights or consents for the Input Materials;
  - b) the User's misuse of Generated Content;
  - c) third party claims related to Input Materials provided by the User, including claims related to personality rights, privacy, or intellectual property;
  - d) any resemblance between AI Models and real persons.
5. To the fullest extent permitted by applicable law, the Service Provider shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the Service.
6. In no event shall Service Provider's total liability in connection with the Services exceed the amount paid by the User for the Service in the twelve (12) months preceding the claim.
7. All implied warranties arising from course of dealing, trade usage, or industry practice are hereby disclaimed to the fullest extent permitted by applicable law.

## **§ 14 Indemnification**

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1. The User undertakes to indemnify the Service Provider against third-party claims brought against the Service Provider, resulting from:
  - a) the User's use of the Service;
  - b) the User's Input Materials;
  - c) the User's Generated Content;
  - d) the User's breach of any warranties or representations in these Terms of Service;
  - e) the User's violation of any third party's rights.
2. The User undertakes to compensate the Service Provider for damages suffered in connection with the claims of third parties, including paid damages, costs of legal assistance and court fees.
3. This indemnification obligation survives termination of the Agreement.

## **§ 15 Blocking Access and Termination**

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1. Service Provider has the right to block access to the Service in the event that:
  - a) the User acts to the detriment of Service Provider, third parties or other Users;
  - b) the User violates the law or the Terms of Service;
  - c) blocking access is justified by security reasons;
  - d) the User breaches any warranty or representation in these Terms of Service.
2. Blocking access to the Service for the aforementioned reasons lasts for a period necessary to resolve the issue forming the basis for blocking access. Service Provider shall notify the User about its intention to block the access to the Service by e-mail.
3. The Service Provider reserves the right to terminate the Agreement in the absence of cessation by the User of the prohibited actions.
4. On termination of the Agreement, the User's right to use the Service expires and any unused Credits are forfeited.
5. In the case of termination of the Agreement, the Service Provider retains the right to the claims provided for in the Terms of Service.

## **§ 16 Termination**

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### ***Refunds and Consumer Right of Withdrawal***

1. All payment transactions are processed by Polar as the Merchant of Record. Refund requests should be directed to Polar in accordance with their policies and applicable law.
2. EU/EEA consumer right of withdrawal: If the User is a consumer purchasing digital content not supplied on a tangible medium, the User may have a 14-day withdrawal period. By accepting these Terms of Service and starting to use the Service, the User expressly consents to immediate provision of the Service and acknowledges that the User loses the right of withdrawal once the use of the Service begins. If the User does not wish to waive this right, the User should not begin using the Service during the withdrawal period.
3. Unless required by applicable law, purchases are generally non-refundable once the User has started using the Service or consumed any Credits.

## ***Subscription Expiration***

4. The Subscription expires at the end of the Subscription Term unless renewed by the User. Upon expiration:
  - a) the User's access to the Service will be suspended;
  - b) unused Credits will be retained for a 30-day grace period during which the User may renew the Subscription;
  - c) if the User does not renew within the 30-day grace period, all unused Credits will be forfeited;
  - d) the User's account and data will be retained for a reasonable period to allow for potential renewal.

## ***Termination by Service Provider***

5. The Service Provider may terminate the Agreement with immediate effect if the User:
  - a) provides false information when concluding the Agreement;
  - b) uses the Service in a manner that violates these Terms of Service;
  - c) breaches any of the warranties set forth in § 8.

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## **§ 17 Complaints**

1. In providing the Service under the Terms of Service, the Service Provider's liability to Users who are not Consumers under warranty for defects, as determined by law, is excluded.
2. In the case of malfunction of the Service, the User has the right to lodge a complaint.
3. The User submits a complaint through the contact form or by e-mail.
4. In the description of the complaint, the User must provide:
  - a) User's contact details;
  - b) description of the problem;
  - c) screenshots or examples of the issue, if applicable;
  - d) browser name and version.
5. The Service Provider shall investigate the User's complaint immediately, but no later than within 14 days from the date of receipt of the complaint. The Service Provider's response shall be sent to the e-mail address provided by the User.

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## **§ 18 Out-of-Court Dispute Resolution**

1. If the complaint of the User who is a Consumer is not accepted, the User may use the out-of-court settlement of consumer disputes.
2. The competent entity for the Service Provider is the Provincial Inspectorate of Trade Inspection in Warsaw, 3/5 Sienkiewicza Street, 00-015 Warsaw, <https://wiih.org.pl>.

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## **§ 19 Jurisdiction**

1. If a dispute cannot be resolved amicably, the competent court for disputes with a User who is a Consumer, or with a User who is a natural person acting in relation to their business but not in a professional capacity, shall be determined according to Polish law.
2. The competent court for any disputes with the User who is an Entrepreneur, for which the Agreement concluded is of a professional nature, shall be the competent court for the headquarters of the Service Provider.

## **§ 20 Service Provider's Intellectual Property**

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1. All rights to the Website and Service, including the property copyright, intellectual property rights to its name, domain name, Website, platform, algorithms, AI models, as well as to the templates, forms, and user interface belong to the Service Provider.
2. The User may not reverse engineer, disassemble, decompile, or modify the Service Provider's software, source or binary code, AI models, or algorithms while using the Service.
3. The User may not install software or use files or code while using the Service that may cause damage to the Service Provider or the Service Provider's software.

## **§ 21 Data Processing and Storage**

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1. All User data, Input Materials, and Generated Content are processed and stored on servers located within the European Union.
2. The Service Provider implements appropriate technical and organizational measures to ensure the security of User data.
3. Input Materials and Generated Content are stored for the duration of the User's account plus a reasonable period for backup purposes. Upon account deletion, Input Materials and Generated Content will be deleted within 30 days, except where retention is required by law.
4. Personal data of the Users are processed in accordance with the requirements of Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR).
5. Detailed information on the protection of personal data and privacy of users is contained in the Privacy Policy, which is available on the Website.
6. The Service Provider uses "cookies" to ensure the proper functioning of the Service. Detailed information on the cookies used is contained in the Privacy Policy.

## **§ 22 Final Provisions**

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1. The Service Provider reserves the right to change these Terms of Service.
2. All Agreements concluded before the effective date of the new Terms of Service shall be performed under the Terms of Service that were in force on the date of conclusion of the Agreement.
3. The amendment to the Terms of Service shall become effective within 7 days of its publication on the Website.

- 4.** The Service Provider shall inform the User about the change of Terms of Service 7 days before the new Terms of Service come into force through an email message containing a link to the text of the amended Terms of Service.
- 5.** If the User does not accept the new content of the Terms of Service, they are obliged to notify the Service Provider, which results in termination of the Agreement.
- 6.** These Terms of Service should be interpreted in accordance with Polish law.
- 7.** In matters not covered by the Terms of Service shall be governed by Polish law.
- 8.** If any of the provisions of the Terms of Service shall be considered invalid or unenforceable, its remaining provisions shall remain in force.