

NEURALLY PLATFORM TERMS OF USE

These terms of use govern the use of our service and apply to users residing in the European Economic Area (EEA), Switzerland or the United Kingdom.

The User is kindly asked to read this document carefully.

This application is a service provided by:

NEURALLY S.R.L. - Registered office: Via L.V. Beethoven no. 15/C - 44124 Ferrara (FE), Italy

Owner's e-mail address: info@neurally.it

Definitions

For the purposes of these Terms of Use, “the Service” means the service offered through the AI Agents platform that reorganises scattered sources, queries documents and makes it possible to interact with them in a fast, accurate and precise manner.

The “User” is any natural person who uses the Service.

“Content” means texts, documents, files, images, videos, information, reviews, comments and any other material uploaded, transmitted or otherwise made available by the user through the service.

Accessing or using the Service entails full acceptance of these Terms of Use; upon registration, the User declares that they have read and accepted them by means of a specific selection (“flag”) and/or an equivalent electronic procedure.

Registration, creation and management of the user account. Permitted use and prohibitions

In order to use the restricted features, it is necessary to create a personal account by first completing the relevant online form with truthful, complete and up-to-date data.

The User undertakes to provide correct and up-to-date data relating to themselves (or, where applicable, to the person on whose behalf they are acting), assuming full responsibility for any false, inaccurate or incomplete information.

Upon registration, the User selects access credentials which they undertake to keep with the utmost diligence, not to disclose to third parties and not to reuse in an insecure manner, adopting suitable measures to prevent unauthorised access.

The user undertakes to promptly notify the Operator of any unauthorised use of their account or any suspected security breach, so as to enable the adoption of technical blocking and protection measures.

The User undertakes to use the service exclusively for lawful purposes, in compliance with these Terms of Use, with applicable law and with the rights of third parties.

Any use of the service is prohibited which may:

- Constitute a criminal offence or a civil wrong, including the dissemination of defamatory, discriminatory or unlawful content, or content contrary to public policy;
- Infringe the intellectual or industrial property rights of third parties;

- Compromise the security, integrity or availability of the service, of the Owner's systems or of those of third parties;
- Circumvent or bypass technical protection measures, access restrictions or authentication systems.

Save as expressly permitted by mandatory provisions of law, the User is prohibited from:

- carrying out decompilation, disassembly, reverse engineering or analysis of the code of the service or of the software, beyond the limits provided for by copyright law;
- using our Service in a manner that infringes, misappropriates or violates the rights of third parties;
- modifying, copying, leasing, selling or distributing any of our Services;
- reselling, sub-licensing or commercially exploiting the service or parts thereof without the Owner's prior written authorisation.

The User is solely responsible for the Content they upload or transmit, warranting that they hold all the rights necessary for its use and that it infringes neither third-party rights nor any provisions of law, in particular with regard to copyright, trademarks, trade secrets, privacy and personal data.

By uploading Content, the User grants the Owner, for the duration of the relationship and to the extent necessary for the provision of the services, a non-exclusive, transferable and sub-licensable, royalty-free licence to use, reproduce, modify (to the extent technically necessary), communicate, display and store such Content for the purpose of providing the services and complying with legal obligations or orders of the authorities.

Security, role and liability of the Owner of the Service. Exclusions and limitations of liability

The Owner takes the utmost care to ensure that the Content available on the service does not infringe applicable law or the rights of third parties. However, it is not always possible to achieve this result. In such cases, without any prejudice to the rights and claims that may lawfully be asserted, Users are kindly asked to address the relevant complaints to the contact details specified in this document.

The Owner adopts appropriate technical and organisational measures, in the light of the state of the art, to protect the Platform against unauthorised access and to ensure a level of security appropriate to the risks, it being understood that no system can guarantee absolute security.

The Owner may, including following a qualified notification or an order of the authorities, remove or disable access to Content that is manifestly unlawful or unlawfully uploaded, or that breaches these Terms of Use, without prejudice to the provider's obligation to act promptly upon obtaining actual knowledge of unlawful content.

Where the Owner or the technical parties involved become aware that criminally relevant conduct is being or has been carried out through the service, in particular with regard to copyright or computer crime, they are required to report such circumstances immediately to the competent authorities, providing the information available.

The Service primarily performs the function of a technical intermediary enabling the transmission, storage and making available of Content generated by the users themselves.

Unless otherwise specifically indicated, the Owner does not intervene in the content of the advice or services rendered to users and assumes no obligation as to results with regard to the outcome of such advice.

The Owner is not liable for Content uploaded or transmitted by users or by Professionals, nor for the activities they carry out through the Platform, unless it has become aware of the unlawfulness of the content or activities and has failed to act promptly to remove them or to disable access to them, in accordance with the rules applicable to providers.

Upon a reasoned request from the competent authorities, the Owner will provide the information in its possession suitable for identifying Users and may adopt technical measures to prevent or bring to an end ongoing infringements, within the limits of applicable law.

The Owner undertakes to use reasonable efforts to keep the Service operational and secure, but does not guarantee the absence of interruptions, errors or malfunctions, nor the compatibility of the Service with the User's devices, software or connections.

Except in cases of wilful misconduct or gross negligence, and without prejudice to consumers' mandatory rights, the Owner shall not be liable for indirect or consequential damage (such as, by way of example, loss of profit, loss of data, business interruption) arising from the use of, or the inability to use, the Service.

Suspension, restriction and closure of the account

In the event of a breach of these Terms of Use, of unlawful or improper use of the Service, or where requests/orders are received from the authorities, the Owner may temporarily suspend or restrict access to the User's account, including as a matter of urgency, informing the User, where possible, of the reasons for the measure.

The Owner may proceed with the definitive closure of the account in the event of repeated breaches, of serious abuse (e.g. use for fraudulent or criminal purposes, serious infringements of third-party rights), or of discontinuation of the service, without prejudice to compliance with legal obligations concerning the retention of data and documents.

The User may at any time request the deletion of their account through the available functions or by notifying the Owner; deletion will take place within the technically necessary time, without prejudice to any retention of data or documents for the period required by applicable law.

Amendments to the terms of use

The Owner may amend these Terms of Use at any time in order to adapt them to regulatory, technical or organisational developments or to introduce new features, by publishing the updated version on the Service and, where the amendments are material, informing Users by appropriate means (e.g. notice in the restricted area, e-mail).

The amendments will take effect from the date indicated in the notice; continued use of the Service after that date implies acceptance of the new Terms of Use. Consumer Users who do not wish to accept the

amendments may withdraw without penalty by requesting the closure of their account before the new terms come into force.

Governing law and jurisdiction

These Terms of Use are governed by Italian law, without prejudice to the mandatory rights afforded to consumers by the law of their country of habitual residence, where applicable pursuant to the European rules on the law applicable to contractual obligations.

For any dispute concerning the validity, interpretation, performance or termination of these Terms of Use and/or the use of the Service, where the User does not qualify as a consumer, the courts of the place in which the Owner has its registered office shall have exclusive jurisdiction.

Where the User qualifies as a consumer, jurisdiction lies with the courts of the consumer's place of residence or elected domicile, where so provided by consumer protection legislation, without prejudice in any event to any out-of-court dispute resolution procedures.