

TERMS OF USE FOR AI BRAND MONITORING

1. Introduction

These Terms of Use ("Terms") set forth the rules for using the AI Brand Monitoring platform ("Portal"), available at www.aibrandmonitoring.com. By using the Portal, you fully accept these Terms. If you do not agree with any provisions of these Terms, please refrain from using the Portal.

2. Definitions

- "Portal" refers to the AI Brand Monitoring online platform, which provides automated brand analysis reports for businesses ("Clients") based on AI tools.
- "Client" refers to any individual or legal entity using the Portal to purchase brand analysis reports.
- "User" refers to any individual or legal entity using the Portal.
- "Report" refers to a document generated by AI, analyzing the presence, positioning, and performance of a brand in digital AI tools.

3. Purchasing Reports

1. To use the service, the Client must complete a purchase form, providing their personal and company details.
2. The Client is required to provide accurate and up-to-date information.
3. Upon purchase, the Client receives an electronic report based on the specified order scope.

4. Use of the Portal

1. Clients can purchase AI-generated reports based on the analysis of their brand's presence in various AI tools.
2. Reports are automatically generated based on AI analysis and data aggregation.
3. Purchasing a report grants the Client access to the results but does not transfer ownership of the AI algorithms or data models used to generate the reports.
4. AI Brand Monitoring reserves the right to update reporting methodologies and data sources without prior notice.

5. Payments

1. Payments are processed by an external payment service provider, Stripe, under the terms specified by that provider.
2. AI Brand Monitoring is not responsible for additional costs related to transfer fees, payment system fees, or other financial transaction costs.

6. Intellectual Property

1. Reports, AI analyses, and all related content are the intellectual property of AI Brand Monitoring.
2. Clients may use purchased reports for internal business purposes but may not resell, distribute, or modify them without prior consent.
3. AI Brand Monitoring reserves the right to revoke access to reports in case of violation of these Terms by the Client.

7. Data Protection and Privacy

1. AI Brand Monitoring processes Users' personal data in accordance with applicable laws and the Privacy Policy.
2. Users have the right to access, correct, delete, or restrict the processing of their personal data.
3. Users are prohibited from sharing other Users' personal data with third parties without explicit consent, except when required by law.

8. Limitation of Liability

1. AI Brand Monitoring does not guarantee the complete accuracy or comprehensiveness of AI reports, as they are based on publicly available and external data sources.
2. The Portal is not responsible for any decisions made by Clients based on report findings.
3. AI Brand Monitoring is not liable for any direct, indirect, incidental, or consequential damages resulting from the use of the Portal.
4. The User acknowledges that AI models may be subject to "hallucination," meaning they may generate false information. The Portal does not take responsibility for the consequences of this phenomenon.

9. Final Provisions

1. These Terms come into effect on the date of their publication on the Portal.
2. AI Brand Monitoring reserves the right to modify these Terms. Any changes will be published on the Portal, and Users will be informed accordingly.
3. Matters not regulated by these Terms are governed by applicable laws.
4. Using the Portal and purchasing a report signifies acceptance of these Terms.