

## Terms and Conditions of use of the platform "Fermat"

The provision of the services rendered by the platform called "Fermat" are offered and made available for the users by Batou XYZ Incorporated and shall be regulated by the provisions of these Terms and Conditions that shall be accepted by the users that want to use "Fermat".

All the people accessing the platform "Fermat" shall be considered as users and, as such, they shall read carefully this document which contains the Terms and Conditions that govern the use of "Fermat" and accept them prior to the rendering of the service. If the user does not accept this document, Batou XYZ Incorporated shall not be able to provide its services, as prior to such provision, granting the consent is asked in order to be bound by obligations set forth by this Terms and Conditions, as such Terms and Conditions govern the use of the Platform "Fermat", and the user cannot receive the services provided if the consent is not granted.

Likewise, we inform you that this document shall be modified at any time. Batou XYZ Incorporated shall inform you about the modifications incorporated to the Terms and Conditions and, as the case may be, the process needed in order to accept them. However, we recommend you consult this document on a regular basis on our website in order to be sure that you know the most updated version.

### 1.-Definitions.

**Batou.** Means Batou XYZ Incorporated.

**Platform.** Means the informatic environment in which Batou offers the software of organisation of information and and the virtual tool of artificial intelligence used to generate content and the provision of which to the User constitutes the service provided by Batou and that is called "Fermat" and which is rendered to the User through the web <https://fermat.app>.

**T&C.** Means the document with the terms and conditions that govern and regulate the relation between Batou and the User and the acceptance of which by the User is a condition in order to provide the service to such User by means of the Platform.

**User.** Means the natural or legal person that accesses to the service offered by Batou and to the Platform.

### 2.-Consideration.

The objective of this T&C is setting the conditions that shall govern the relation between Batou and the User and according to which Batou shall make the Platform available to the Users, as well as setting the conditions by which the Users can use the Platform and its content, establishing the responsibilities that Users and Batou assume, the permitted use of the Platform and the rights that each of them are entitled to in the context of the Platform and its content.

### 3.-Operation of the Platform. What is Fermat?

The Platform is a digital software and presented in the form of a digital tool that uses artificial intelligence in order to create content and the development of new images that the User can use.

In this sense, the Platform can be used as a tool to generate, develop and create new content and images with artificial intelligence. It is not necessary, in order to create content, having prior knowledge of informatic programming or coding.

The content shall be created within the scope of the provision of the services by Batou, which is the creation of content used by companies and professionals in the development of their professional or commercial activity.

### 4.-Types of content accessible in the Platform.

The content can be created by the User by using the Platform and the digital tools provided by Batou in this regard..

### 5.-Forms of sharing content.

The User can share all the content that they have created by means of the Platform within the scope of their company. The content created by User shall only be accessible for other Users providing such other Users are part of the same company as the creator of the content.

### 6.-Content created by the User.

By providing any kind of information to create any type of content within the Platform, the User grants Batou a temporary, non-exclusive, transferable, sub-licensable and free of charge license to use, storage, keep, the content created by the User, as well as to modify or transform the content created by the User (in case it is necessary to adapt the format), limited to the operative needs of Batou and with the purpose that Batou can render its services according to the provisions of the T&C, showing the content of the User to the User themselves. Batou shall not use the content created by the User for its own profit or transfer, share, distribute, reproduce or publicly communicate the content or transfer the content to third parties or other users.

Without prejudice of the previous provisions of the aforementioned license and granted for the provided purpose, so that Batou can provide the services correctly, there is no transfer of the ownership of the right of intellectual or industrial property whatsoever, which is consequently owned by the User in question, as creator of the specific content within the Platform.

### 7.-User account in the Platform.

With the purpose of accessing the Platform and use it, as well as of creating content and accessing to the content created by Batou and the rest of the users, the User shall be identified within the Platform by means of a register form. For such purpose, the User shall fill a form in which some identification data, and the creation of the keys of access to the Platform of the User in question shall be requested. The data provided by the User in this regard shall be subject to our Privacy Policy. [\[LINK\]](#)

Likewise, the User can register for the use of the Platform using their Google account. In that event, the User is informed that Google has its own terms and conditions that the User shall have already accepted prior to the register within the Platform. The relation between the User and Google is outside the context of Batou and the Platform. Therefore, Batou has no liability regarding the use of the data provided to Google. The access to the account of the User of the Platform shall be managed with the platform *Firebase*, owned by Google.

The User can also register for the use of the Platform using their Microsoft account. In that event, the User is informed that Microsoft has its own terms and conditions that the User shall have already accepted prior to the register within the Platform. The relation between the User and Microsoft is outside the context of Batou and the Platform. Therefore, Batou has no liability regarding the use of the data provided to Microsoft. The access to the account of the User of the Platform shall be managed with the platform *Microsoft Entra ID*, owned by Microsoft.

Finally, the User can register with their own company's sign up system. In that event, the relation shall be construed upon the relation between the User and the company and Batou has no liability regarding the use of the data provided.

The User of the Platform is the only liable of keeping their keys of access private and, as a consequence, they shall not communicate them to anyone. The communication of the private keys of access to third parties is prohibited. Likewise, the User is the only liable to assure that their account or any of its devices shall not be accessed.

The User shall inform Batou immediately when it comes to their knowledge of any theft of their keys of access or any unauthorised access to their User account.

The use of the account is personal and untransferable by the User. If it comes to the knowledge of Batou that the User has shared their keys of access to third parties and, consequently, the account is being used by several people, the right of cancelling such an account is reserved.

#### 8.-Services subscription.

Batou provides its services regarding making the Platform available through the access to such a Platform. Currently, the access to the Platform is made available to the User without the need of having a subscription. Therefore, once registered in the Platform according to the T&C, the User can make use of the Platform.

Currently, Batou makes the Platform available to the User subject to the prior payment of the fees set for the use of services, that shall be communicated to the User in the process of registration and accepted by them.

However, Batou can provide a free, limited version of the Platform that the User can use a trial version, in order to decide whether they are willing to contract the service.

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#### 9.-Restrictions and prohibited content.

The User commits to make a use of the Platform that is adequate to the Law, the morality and the good customs and to not use it for any illegal, unfair, unlawful or fraudulent purpose or that in any way constitutes a defamation, harassment or infringement or provide the Platform with material that may be deemed pornographic or obscene or that in any way infringes intellectual or industrial property rights of third parties. Each User shall be personally liable for the use they make of the Platform and shall indemnify Batou for any liability that may arise against it, eventually, as a consequence of the inadequate use of the Platform by the User.

Likewise, it is prohibited to make use of the Platform or provide any content to it or, in general, performing any act that may:

- Imply the Platform as a mean to commit a crime.
- Imply any illegitimate, unlawful or illegal purpose.
- Imply an evasion of the law, or a circumvention of certain regulation or to infringe right of intellectual or industrial property of third parties.
- Imply a diffusion or transmission of viruses, malware, malicious code, spam, trojan horses or fraudulent acts such as phishing or spamming or to scam other users or third parties.
- Imply scrapping, a bot introduction, web spiders, data mining, the use of informatic codes or programs, tools algorithms or processes to access, acquire, track copy or follow up on the Platform or any of the data, documents or information that it contains.
- Imply a threat or a risk to the safety of the Platform or its users or is aimed at achieving unauthorised access to the Platform or a part of its content.
- Induces to commit infractions or infringements or promote behaviours that are contrary to the law or that may arise civil or criminal liability.
- Is fraudulent, false, induces error or is misleading in any way whatsoever.
- Promotes discrimination against any person by reason of birth, race, sex, gender, region, opinion or any personal circumstance whatsoever that implies a persecution for such a reason.
- Duplicates, decompiles, implies an operation of reverse engineering or decodifies the Platform or is aimed to do so.
- Involves or may involve the failure, damage or prejudice or overload of the Platform or an interference on its use by other users.
- Involves a use of the Platform that is in any way contrary to the T&C.

#### 10.-Control of contents.

For the purposes of the previous sections, the User commits to not create or use content, from any of the sources of the Platform, that involves an infringement of the provisions of the T&C. In this regard, Batou reserves the right to check and analyse all of the content created by the User, in order to check the fulfilment with the T&C and that no rights are being infringed.

Likewise, Batou reserves the right to erase or suppress any content that involves an infraction or infringement of the provisions of the T&C or that may be inadequate for the Platform. The User shall have no rights for indemnification or compensation in this case.

In the event that the User perceives the existence of any content that infringes the provisions of the T&C and, however, such infringement has not been identified by Batou, they shall inform Batou immediately so that it can proceed to its suppression. In this regard, Batou puts itself into disposition of all the Users to analyse and check all the content that may infringe the Laws or the T&C and commits to act adequately against inappropriate content.

#### 11.-Limitation of warranties.

The User accesses the Platform under their own responsibility and accepts that the services of Batou are rendered as is, according to the technical possibilities, and the content created by the Users is not controlled by Batou, as it is impossible control the creation of content by third parties or check the whole content created and permanently.

Batou does not warrant, not even implicitly, the provision of the service. Particularly, Batou does not warrant the correction or adequation of the service, or that it can be rendered in complete. As a consequence, Batou shall not be responsible for the damages caused or the losses suffered that may arise from the unavailability or the impossibility of rendering the services or the access to the content of the Platform, or for any claims arising from errors, omissions or impropriety of the service.

Batou works so that the Platform is accessible during twenty-four (24) hours a day during all the days of the year. However, Batou shall not be responsible for any interruptions that may occur or the damages that may be caused by the unavailability, maintenance and effective functioning of the website or its services and contents, the existence of viruses, malware or harmful programs or in the contents, the unlawful, negligent, fraudulent use or that is contrary to the T&C, or because of the lack of legality, quality, reliability, utility or availability of the services rendered by third parties and accessible to the users through the Platform.

#### 12.-Indemnity of Batou.

Under no circumstances shall Batou be held liable for any content, data, or materials created, uploaded, or shared by users on the Platform. The User acknowledges and agrees that they are solely responsible for their own content and the consequences of

creating, developing, using or publishing the content using the Platform. Batou expressly disclaims any and all liability in connection with User-generated content that infringes upon the intellectual property, privacy, or proprietary rights of any third party. The User agrees to indemnify and hold Batou harmless from any claims, damages, or legal fees arising out of such infringements.

Likewise, the User commits to defend and keep Batou unscathed or, as the case may be, indemnify Batou as well as its subsidiaries, branches, companies of the group, administrators, managers, representatives, directors and workers for any liability that may be subject to arising from the access of the User (or any third party that has identified themselves with their keys of access) to the Platform and the use of the Platform, for the breach of the User of the provisions of the T&C or for the content created or developed by the User within the Platform.

The indemnification in favour of Batou shall include all of the damages and prejudices suffered (including the loss of profit), losses, expenses, debts, liabilities and fees paid by Batou (including the fees of lawyers, attorneys at law, solicitors or other equivalent law professionals with no limitation).

### 13.-Links.

Within the Platform, or in the relation among users, links to websites out of Batou and the Platform can be provided, or to external resources. Since Batou has no possibility of controlling external sources and websites, the Users accept that Batou shall not be liable for the availability of such websites and resources, and Batou does not assume any liability regarding the content, product, service or, in general, material offered by third parties by means of such websites and resources, or the damages or prejudices that the Users may suffer with regards those resources and websites. The relation among Users and the websites and resources of third parties shall be regulated by the terms of use and the privacy policies respectively adopted by the aforementioned third parties. Batou has no knowledge, control or liability over such terms of use and policies.

Likewise, regarding the links to share the content of the Users in the Platform in accordance with the section 3 of the T&C, the User knows and assumes that the links are not protected by password and, therefore, any person that has access to the link can access the content, since Batou does not control or have the possibility to control the use of the links or how they are shared. In this regard, the User shall be responsible for the appropriate use of the links and for not accessing the links without permission of its creator. In the same way, the User assumes the responsibility of sharing the link only with third parties of their trust and exempt Batou in the event of unauthorised access by third parties or that may have the link because it is shared without authorisation or as a result of a negligent use of the link, waiving any claims or actions that may correspond against Batou in this regard.

### 14.-Waivers.

The lack of exercise of any of the actions or remedies to enforce any of the provisions of the T&C shall not imply a waiver of any of the right to which Batou is entitled or that such actions cannot be exercised in the future.

#### 15.-Partial invalidity.

The nullity, avoidance, invalidity, unenforceability, illegality of any disposition of the T&C shall not affect or prejudice the enforcement of the rest of the document. Batou shall establish a provision valid, legal, enforceable that replaces the original one in terms as close to the original as possible.

#### 16.-Jurisdiction and applicable law.

The T&C have a civil nature and shall be interpreted in its own terms. In the absence of provision by the T&C, it shall be a subsidiary application of the Law of the United States of America, particularly the law of application in the state of Delaware.

Batou and the User agree to submit the resolution of any discrepancy or controversy that may arise with occasion of the interpretation or the fulfilment or compliance of the T&C to the courts and tribunals of the city of Dover, Delaware, expressly waiving any other jurisdiction that may be of application.

#### 17.-Language.

This T&C has been drafted in English. The T&C available, as the case may be, in other languages are a translation of the English version and only for information purposes. In the event of discrepancy between versions, it shall prevail over the provisions of the English version.