

# Terms & Conditions

## 1. Introduction.

Welcome to Artificie AI Agency L.L.C! These Terms and Conditions ("Terms") govern your use of our services, in this case, consulting by Artificie AI Agency L.L.C (referred to as the "Services"). It is essential to understand your rights and obligations when engaging with our services, so please read these Terms carefully. By accessing or using our Services, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use our Services.

## 2. Terms of Service

### 2.1. Acceptance of Terms.

#### 2.1.1. Acknowledgment of Understanding.

By choosing to engage with the consulting services provided by Artificie AI Agency L.L.C ("Services"), you expressly acknowledge and confirm that you have conscientiously read, comprehensively understood, and willingly accept to be irrevocably bound by the terms and conditions delineated in this document.

#### 2.1.2. Conscious Agreement.

Your decision to utilize our Services constitutes a conscious and informed agreement, wherein you recognize and accept the obligations, rights, and responsibilities meticulously detailed within this agreement. This signifies your voluntary and informed consent to adhere to these Terms in their entirety.

#### 2.1.3. Implications of Engagement.

The act of engaging with our Services implies a deliberate acceptance of the terms herein, underscoring your commitment to fulfilling the outlined obligations and upholding the associated rights. It is crucial to note that your acceptance extends to the entirety of these Terms and Conditions.

#### 2.1.4. Encouragement for Legal Consultation.

In the event of any reservations, uncertainties, or concerns regarding the terms herein, we strongly encourage you to seek independent legal counsel. Your satisfaction with and understanding of this agreement is of paramount importance, and we want to ensure that you make an informed decision.

#### 2.1.5. Reservation of Service Usage.

Should you have any reservations or concerns and choose not to accept these terms, we respectfully request that you refrain from utilizing our Services until such time as you are fully satisfied with the terms as outlined in this agreement.

### **2.1.6. Ongoing Affirmation.**

Your continued use of our Services serves as an ongoing affirmation of your understanding, acceptance, and adherence to these Terms and Conditions. This signifies a continual agreement to be bound by the rights and responsibilities elucidated within this document.

## **2.2. Use of Services.**

### **2.2.1. Compliance with Applicable Laws.**

When engaging with our Services, you undertake to comply with all applicable local, state, national, and international laws and regulations. It is imperative that your use of our Services is in accordance with legal requirements, and any violation of such laws is strictly prohibited.

### **2.2.2. Accuracy of Information.**

You agree to provide accurate, current, and complete information when using our Services. Inaccurate or incomplete information may compromise the quality and effectiveness of the services we provide. Artificie AI Agency L.L.C reserves the right to suspend or terminate your access to the Services if any information provided is found to be false or misleading.

### **2.2.3. Authorized Use.**

The Services are intended for your personal or business use and may not be shared, resold, or otherwise exploited for any commercial purpose without the explicit written consent of Artificie AI Agency L.L.C. Unauthorized use or access to the Services is strictly prohibited.

### **2.2.4. Prohibited Activities.**

You acknowledge that you will not engage in any activities that may harm, interfere with, or disrupt the functionality of our Services. Prohibited activities include but are not limited to hacking, unauthorized access, distribution of malware, or any actions that could compromise the security and integrity of our systems.

### **2.2.5. User Responsibility for Devices and Connectivity.**

You are responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, but not limited to, computers, smartphones, tablets, and internet connectivity. Artificie AI Agency L.L.C is not responsible for any costs associated with such equipment or services.

### **2.2.6. Modification of Services.**

Artificie AI Agency L.L.C reserves the right to modify, suspend, or discontinue any aspect of the Services at any time. We will make reasonable efforts to provide advance notice of any material changes or disruptions, but we are not obligated to do so.

### **2.2.7. Prohibition of Reverse Engineering.**

You agree not to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Services or any related technology, except to the extent expressly permitted by applicable law.

## **2.3. Privacy.**

### **2.3.1. Commitment to Privacy.**

At Artificie AI Agency L.L.C, we are committed to safeguarding your privacy. This clause outlines our practices regarding the collection, use, and protection of your personal information when you engage with our Services.

### **2.3.2. Privacy Policy Incorporation.**

Your use of our Services is governed by our [[Data Management and Privacy Policy](#)]. By accepting these Terms, you acknowledge that you have read, understood, and agree to the terms of our Privacy Policy.

## **2.4. Service Availability.**

### **2.4.1. Continuous Improvement.**

Artificie AI Agency L.L.C is dedicated to providing a seamless and reliable user experience. While we strive for continuous service availability, please be aware that our Services may be subject to periodic maintenance, upgrades, or unforeseen interruptions. We commit to making reasonable efforts to minimize disruptions and will provide advance notice whenever possible.

### **2.4.2. Unforeseen Circumstances.**

In instances beyond our control, such as force majeure events, technical issues, or actions by third-party service providers, interruptions to our Services may occur. Artificie AI Agency L.L.C will diligently work to address these issues promptly and efficiently.

### **2.4.3. User Responsibility for Connectivity.**

You are responsible for ensuring your devices and internet connectivity meet the necessary requirements for accessing our Services. Any costs associated with these requirements are your responsibility. Artificie AI Agency L.L.C is not liable for any such costs.

### **2.4.4. Scheduled Maintenance.**

To enhance the quality of our Services, scheduled maintenance may be necessary. We will make reasonable efforts to notify you in advance about scheduled maintenance that may result in temporary unavailability. Your understanding and cooperation during these maintenance periods are appreciated.

### **2.4.5. Unscheduled Downtime.**

In the event of unscheduled downtime, Artificie AI Agency L.L.C will work expeditiously to restore Services to normal operation. While we understand the importance of continuous access, unforeseen circumstances may require temporary service interruptions.

### **2.4.6. No Guaranteed Uptime.**

Artificie AI Agency L.L.C does not guarantee uninterrupted access to our Services. Factors beyond our control may impact service availability, and while we strive for high reliability, unforeseen events may lead to temporary unavailability.

#### **2.4.7. User Communication During Outages.**

In the event of service outages, we will make efforts to communicate relevant information promptly. We encourage you to reach out to our support team if you encounter any issues or have concerns regarding service availability.

#### **2.4.8. No Monetary Compensation.**

Artificie AI Agency L.L.C does not provide monetary compensation for service interruptions, including but not limited to scheduled maintenance or unexpected downtime. Our commitment is to resolve issues promptly and ensure the continuous improvement of our Services.

### **2.5. User Conduct.**

#### **2.5.1. Lawful Use of Services.**

When utilizing our Services, you agree to conduct yourself in a manner consistent with all applicable laws, regulations, and ethical standards. Any use of our Services for unlawful purposes or activities that infringe on the rights of others is strictly prohibited.

#### **2.5.2. Prohibited Actions.**

You shall not engage in any actions that may harm, interfere with, or disrupt the functionality of our Services. Prohibited actions include, but are not limited to, hacking, unauthorized access, distribution of malware, or any activities that compromise the security and integrity of our systems.

#### **2.5.3. Respect for Intellectual Property.**

Respect for intellectual property rights is paramount. You agree not to use our Services to infringe on the intellectual property rights of others. This includes but is not limited to, unauthorized reproduction, distribution, or public display of copyrighted material.

#### **2.5.4. Responsible Use of Resources.**

You are responsible for using our Services in a manner that does not unduly strain or interfere with the proper functioning of our systems. This includes refraining from engaging in any activities that may overload our infrastructure or degrade the user experience for others.

#### **2.5.5. No Unauthorized Access.**

You shall not attempt to gain unauthorized access to any accounts, systems, or networks associated with our Services. Any attempt to do so will be considered a violation of these Terms and may result in the termination of your access.

#### **2.5.6. User Content Guidelines.**

When submitting any content through our Services, you agree to adhere to guidelines provided by Artificie AI Agency L.L.C. This includes refraining from submitting content that is offensive, defamatory or violates the rights of others.

#### **2.5.7. Reporting Violations.**

If you become aware of any violation of these User Conduct provisions, please report it to Artificie AI Agency L.L.C promptly. We appreciate your cooperation in maintaining a safe and respectful environment for all users.

### **2.5.8. Consequences of Violation.**

Violations of these User Conduct provisions may result in the suspension or termination of your access to our Services. Artificie AI Agency L.L.C reserves the right to take appropriate legal action for any unauthorized use or access to our Services.

## **2.6. User Responsibilities.**

### **2.6.1. Account Security.**

You are solely responsible for maintaining the confidentiality of any account credentials associated with your use of our Services. This includes but is not limited to, usernames, passwords, and any other information used to access your account. You agree to notify Artificie AI Agency L.L.C promptly of any unauthorized access to or use of your account.

### **2.6.2. Accurate Information.**

You agree to provide accurate and up-to-date information when creating and maintaining your account. Inaccurate or outdated information may compromise the effectiveness of our Services, and Artificie AI Agency L.L.C reserves the right to suspend or terminate your access in such cases.

### **2.6.3. Notification of Changes.**

It is your responsibility to promptly update your account information to reflect any changes. This includes changes to your contact information, payment details, and any other information provided to Artificie AI Agency L.L.C. Failure to update this information may result in disruptions to the Services.

### **2.6.4. Compliance with Terms.**

You agree to comply with all the terms and conditions outlined in this document and any additional terms provided by Artificie AI Agency L.L.C. Failure to adhere to these terms may result in the suspension or termination of your access to our Services.

### **2.6.5. Lawful Use.**

You are responsible for ensuring that your use of our Services is in compliance with all applicable laws and regulations. Any unlawful activities or activities that infringe on the rights of others are strictly prohibited.

### **2.6.6. Monitoring and Reporting.**

You acknowledge that Artificie AI Agency L.L.C. may monitor your use of the Services for compliance with these Terms. If you become aware of any violations or potential security threats related to the Services, you agree to report them promptly to Artificie AI Agency L.L.C.

### **2.6.7. Backup and Data Preservation.**

It is your responsibility to maintain backup copies of any important data or content you submit through our Services. Artificie AI Agency L.L.C. is not liable for any loss or damage to your data, and we recommend regular backups to mitigate potential risks.

### **2.6.8. Cooperation with Investigations.**

In the event of investigations into potential violations of these Terms or applicable laws, you agree to cooperate with Artificie AI Agency L.L.C and provide any information necessary to facilitate such investigations.

## **2.7. Termination of Services.**

### **2.7.1. Termination at Artificie AI Agency L.L.C Discretion**

Artificie AI Agency L.L.C reserves the right to terminate or suspend your access to the Services at our sole discretion, with cause, and without prior notice. This includes, but is not limited to, situations where we believe your conduct violates these Terms, and applicable laws, or is harmful to other users or the integrity of our Services.

### **2.7.2. Notification of Termination.**

In the event of termination or suspension, Artificie AI Agency L.L.C will make reasonable efforts to notify you. However, we are not obligated to provide advance notice and may take immediate action if we deem it necessary to protect the security or integrity of our Services.

### **2.7.3. Effect of Termination.**

Upon termination of your access to the Services, you agree to cease all use of our Services immediately. Any outstanding obligations, including but not limited to payment obligations, shall survive the termination of your access.

### **2.7.4. Termination by User.**

You have the right to terminate your use of the Services at any time by discontinuing your access and ceasing your use of our Services. Any obligations or liabilities incurred prior to termination shall remain in effect.

### **2.7.5. Data Retention Post-Termination.**

Following the termination of your access, Artificie AI Agency L.L.C may retain your account information and data for a reasonable period as required for legal or business purposes. Refer to our Data Management and Privacy Policy for more information on data retention practices.

### **2.7.6. No Liability for Termination.**

Artificie AI Agency L.L.C shall not be liable to you or any third party for any termination of your access to the Services. We reserve the right to take appropriate legal action if your actions result in damage to our systems, or reputation, or violate any applicable laws.

### **2.7.7. Appeal Process.**

If you believe your access to the Services was terminated in error, you may contact Artificie AI Agency L.L.C through the designated channels to appeal the decision. Artificie AI Agency L.L.C will review such appeals promptly and make a determination at its discretion.

## **2.8. Confirmation of Understanding.**

### **2.8.1. Acknowledgment of Terms.**

By continuing to use Artificie AI Agency L.L.C's Services, you confirm that you have carefully read, understood, and agree to be bound by the terms and conditions outlined in this document. Your ongoing use of the Services signifies your acceptance of the rights, obligations, and responsibilities detailed herein.

### **2.8.2. Informed Consent.**

You acknowledge that your engagement with our Services implies a conscious and informed decision to abide by these Terms. This includes an understanding of the potential legal, financial, and operational implications associated with the use of our Services.

### **2.8.3. Voluntary Acceptance.**

Your decision to utilize our Services is voluntary, and you affirmatively acknowledge your agreement to these Terms. This constitutes a legally binding agreement between you and Artificie AI Agency L.L.C.

### **2.8.4. Reservation of Rights.**

Artificie AI Agency L.L.C reserves the right to modify, update, or revise these Terms at its discretion. Your continued use of the Services following any such modifications constitutes an affirmation that you accept and agree to be bound by the updated Terms.

### **2.8.5. Legal Counsel Recommendation.**

If you have any reservations, uncertainties, or concerns regarding these Terms, Artificie AI Agency L.L.C encourages you to seek legal counsel before using the Services. Your understanding and agreement with these Terms are essential for a mutually beneficial and secure engagement.

### **2.8.6. Continuing Affirmation.**

Your acknowledgment and acceptance of these Terms are not limited to a one-time occurrence but are ongoing. Each instance of accessing or using our Services serves as a reaffirmation of your understanding and commitment to these Terms and Conditions.

### **2.8.7. Accessibility of Terms.**

These Terms are accessible on our website or through other designated channels. You are encouraged to review these Terms periodically to ensure your ongoing familiarity with the most current version.

### **2.8.8. Contact for Questions**

If you have any questions, or concerns, or require clarification regarding these Terms, please contact Artificie AI Agency L.L.C using the provided contact information [\[here\]](#)

### **3. Intellectual Property.**

#### **3.1. Ownership.**

##### **3.1.1. Artificie AI Agency L.L.C's Rights.**

All intellectual property rights, including but not limited to patents, copyrights, trademarks, trade secrets, and any other proprietary rights associated with the Services provided by Artificie AI Agency L.L.C, are and shall remain the exclusive property of Artificie AI Agency L.L.C.

##### **3.1.2. Limited License.**

Artificie AI Agency L.L.C grants you a limited, non-exclusive, non-transferable license to use the Services for your personal or business purposes, subject to compliance with these Terms. This license does not grant you any rights to sell, sublicense, modify, or distribute the Services without the express written consent of Artificie AI Agency L.L.C.

##### **3.1.3. User Contributions.**

Any content, information, or materials you provide or upload to the Services ("User Contributions") remain your intellectual property. However, by submitting User Contributions, you grant Artificie AI Agency L.L.C a worldwide, royalty-free, sublicensable, transferable license to use, reproduce, distribute, prepare derivative works, display, and perform your User Contributions in connection with the Services.

##### **3.1.4. Feedback.**

If you provide any feedback, suggestions, or ideas regarding the Services ("Feedback"), you acknowledge and agree that Artificie AI Agency L.L.C has the right to use, modify, incorporate, and otherwise exploit the Feedback without any obligation to you.

##### **3.1.5. Third-Party Rights.**

You agree not to infringe on the intellectual property rights of others while using our Services. If you believe that any content on our platform violates your intellectual property rights, please notify Artificie AI Agency L.L.C promptly.

##### **3.1.6. Reporting Infringement.**

If you believe that any aspect of the Services infringes on your intellectual property rights, please contact Artificie AI Agency L.L.C with the relevant details. Artificie AI Agency L.L.C will investigate and take appropriate action in accordance with applicable laws.

##### **3.1.7. No Transfer of Ownership.**

These Terms do not transfer any ownership rights from Artificie AI Agency L.L.C to you or any third party. All rights not expressly granted to you under these Terms are reserved by Artificie AI Agency L.L.C.



## **3.2. Copyright Infringement.**

### **3.2.1. Respect for Copyrights.**

Artificie AI Agency L.L.C respects the intellectual property rights of others, especially copyrights. We expect users of our Services to do the same. If you believe that your copyrighted work has been copied or used in a way that constitutes copyright infringement, please follow the procedure outlined in this clause.

### **3.2.2. Notification Procedure.**

If you believe that your copyrighted work has been used or reproduced in a manner that constitutes copyright infringement, please provide our designated copyright agent with the following information:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf.
- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Your contact information, including your telephone number, and an email address.
- A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

### **3.2.3. Contact Information for Copyright Infringement Notices.**

Copyright infringement notices should be sent to the following designated copyright agent:

[Designated Agent Name]

[Phone Number]

[Email Address]

### **3.2.4. Response to Infringement Notices.**

Upon receiving a valid copyright infringement notice, Artificie AI Agency L.L.C will take prompt action, which may include removing or disabling access to the allegedly infringing material. We may also terminate the accounts of users who are repeat infringers.

### **3.2.5. Counter-Notification.**

If you believe that the material you posted was wrongly removed due to a mistake or misidentification, you may submit a counter-notification. Your counter-notification should include your contact information, a description of the material that was removed, and a statement under penalty of perjury that you have a good faith belief that the material was mistakenly removed.

### **3.2.6. Repeat Infringer Policy.**

Artificie AI Agency L.L.C reserves the right to terminate the accounts of users who are repeat infringers of intellectual property rights.

### **3.3. Trademarks.**

#### **3.3.1. Trademark Ownership.**

All trademarks, service marks, logos, and trade names displayed or used in connection with our Services are the property of Artificie AI Agency L.L.C or their respective owners. Nothing contained in these Terms or the Services should be construed as granting, by implication or otherwise, any license or right to use any trademark without the express written permission of Artificie AI Agency L.L.C or the respective owner.

#### **3.3.2. Unauthorized Use.**

You agree not to use, copy, reproduce, modify, or create derivative works of any trademarks, service marks, logos, or trade names displayed on or associated with the Services without the express written consent of Artificie AI Agency L.L.C or the respective owner.

#### **3.3.3. Reporting Trademark Infringement.**

If you believe that any trademark displayed on our platform is being used in a way that constitutes trademark infringement, please notify Artificie AI Agency L.L.C promptly. Your notice should include:

- A description of the trademark you believe is being infringed.
- Information reasonably sufficient to permit us to identify and locate the allegedly infringing material.
- Your contact information, including your telephone number, and an email address.
- A statement by you that you have a good faith belief that the use of the trademark is not authorized by the owner or its agent and that such use constitutes infringement.

#### **3.3.4. Contact Information for Trademark Infringement Notices.**

Trademark infringement notices should be sent to the following designated contact:

[Designated Contact Name]

[Phone Number]

[Email Address]

#### **3.3.5. Response to Infringement Notices.**

Upon receiving a valid trademark infringement notice, Artificie AI Agency L.L.C will take appropriate action, which may include removing or disabling access to the allegedly infringing material.

#### **3.3.6. No Implied Endorsement**

The use of any trademarks, service marks, logos, or trade names on the Services does not imply endorsement or sponsorship by Artificie AI Agency L.L.C unless expressly stated.

### **3.4. Third-Party Content.**

#### **3.4.1. Third-Party Content Disclaimer.**

Our Services may include content provided by third parties, including but not limited to text, images, software, and other materials ("Third-Party Content"). Artificie AI Agency L.L.C does not endorse, monitor, review, or have any control over Third-Party Content, and as such, we make no representations or warranties regarding its accuracy, completeness, or legality.

#### **3.4.2. Third-Party Links.**

The Services may contain links to third-party websites, applications, or services that are not owned or controlled by Artificie AI Agency L.L.C. We are not responsible for the content, privacy policies, or practices of these third-party entities. You acknowledge and agree that Artificie AI Agency L.L.C is not liable for any loss or damage arising from your use of these third-party links.

#### **3.4.3. User Interactions with Third Parties.**

Your interactions with third parties, including advertisers, promotions, or other users, found on or through our Services, are solely between you and the third party. Artificie AI Agency L.L.C is not responsible or liable for any loss or damage resulting from such interactions. We encourage you to exercise caution and use your judgment when dealing with third parties.

#### **3.4.4. User Responsibility for Third-Party Content.**

You understand that Third-Party Content is the sole responsibility of the third party providing it. Artificie AI Agency L.L.C does not endorse or adopt any Third-Party Content and makes no representations or warranties regarding its accuracy or reliability.

#### **3.4.5. User Agreement with Third-Party Terms.**

When accessing or using third-party services linked through our Services, you are subject to the terms and conditions, privacy policies, and practices of those third parties. It is your responsibility to review and comply with the terms imposed by third parties.

#### **3.4.6. Reporting Inappropriate Third-Party Content.**

If you encounter Third-Party Content that you believe is inappropriate, violates applicable laws, or breaches these Terms, please report it to Artificie AI Agency L.L.C through the designated channels. We will review such reports and take appropriate action at our discretion.

#### **3.4.7. No Endorsement or Warranty.**

Artificie AI Agency L.L.C does not endorse, warrant, or assume any responsibility for any Third-Party Content. Your use of Third-Party Content is at your own risk, and you should exercise caution and undertake any necessary due diligence.

## **4. Data Management and Privacy Policy.**

### **4.1. Information Collection for Research Purposes.**

#### **4.1.1. Purpose of Information Collection**

Artificie AI Agency L.L.C may collect information from users engaging with our Services for research purposes. This information is gathered to enhance the quality, functionality, and effectiveness of our Services, as well as to conduct internal research and development activities.

#### **4.1.2. Types of Information Collected.**

The information collected for research purposes may include, but is not limited to, user interactions, preferences, usage patterns, and feedback provided voluntarily. Artificie AI Agency L.L.C may also collect technical information, such as device information, IP addresses, and cookies, to improve the overall user experience.

#### **4.1.3. Voluntary User Participation.**

Participation in research-related data collection is voluntary. Users have the option to limit the scope of information shared or opt out of data collection for research purposes. However, certain features or functionalities of the Services may be impacted by such limitations.

#### **4.1.4. Anonymized and Aggregated Data.**

Collected data for research purposes may be anonymized and aggregated to ensure the privacy and confidentiality of individual users. Anonymized and aggregated data may be used for statistical analysis, trend identification, and reporting.

#### **4.1.5. Research Findings and Publications.**

Artificie AI Agency L.L.C may publish research findings derived from the collected data. Any published information will be presented in an aggregated and anonymized format to prevent the identification of individual users.

#### **4.1.6. Data Use Transparency.**

Artificie AI Agency L.L.C is committed to transparency regarding the use of data for research purposes. Users are encouraged to review the Data Management and Privacy Policy to understand the specific practices related to information collection, use, and protection.

#### **4.1.7. Consent for Research Data Collection.**

By using our Services, you consent to the collection of information for research purposes as outlined in this clause. If you do not wish to participate in research-related data collection, please adjust your privacy settings accordingly or refrain from using the Services.

#### **4.1.8. Data Handling Compliance**

Artificie AI Agency L.L.C ensures that any research-related data collection is conducted in compliance with applicable data protection laws. The privacy and security of user information are prioritized throughout the data lifecycle.

### **4.2. Data Usage for Tailored Solutions and Consulting Services.**

#### **4.2.1. Purpose of Data Usage.**

Artificie AI Agency L.L.C may collect and use certain user data to provide tailored solutions and consulting services. The purpose of such data usage is to enhance the customization and effectiveness of our Services to meet the specific needs and preferences of individual users.

#### **4.2.2. Types of Data Used.**

The data used for tailored solutions and consulting services may include, but is not limited to, user preferences, usage patterns, feedback, and other relevant information voluntarily provided by users. Additionally, technical information such as device details, IP addresses, and cookies may be utilized to optimize service delivery.

#### **4.2.3. User Consent for Data Usage.**

By using our Services, you explicitly consent to the collection and use of data for the purpose of providing tailored solutions and consulting services as outlined in this clause. You have the option to adjust your privacy settings or refrain from using certain features if you wish to limit the scope of data used for customization.

#### **4.2.4. Customization for Enhanced User Experience.**

The data collected for tailored solutions allows Artificie AI Agency L.L.C to customize and optimize the user experience. This may include personalized recommendations, content suggestions, and other features designed to align with individual user preferences.

#### **4.2.5. Confidentiality of User Information.**

Artificie AI Agency L.L.C is committed to maintaining the confidentiality and security of user information used for tailored solutions. Any data used for customization is handled in accordance with applicable data protection laws and internal security protocols.

#### **4.2.6. Data Sharing for Tailored Solutions**

In certain instances, Artificie AI Agency L.L.C may share anonymized and aggregated data with third-party service providers or partners to improve the quality and diversity of tailored solutions. User identity and sensitive information are not disclosed in this process.

#### **4.2.7. Continuous Improvement.**

The ongoing collection and usage of data for tailored solutions are geared towards continuous improvement, ensuring that our Services evolve to meet the changing needs and expectations of our users.

### **4.3. Data Sharing.**

#### **4.3.1. Limited Data Sharing.**

Artificie AI Agency L.L.C prioritizes your privacy and unequivocally states that under no circumstances will your data be shared with any third party, individual, or organization. We adhere to a strict policy of non-disclosure to ensure the information you entrust us with remains entirely confidential. It's essential to mention that exceptions to this policy may occur only under legal obligations, such as when required by law enforcement agencies.

#### **4.3.2. Third-Party Service Provider.**

Artificie AI Agency L.L.C may engage third-party service providers to assist in the delivery of our Services. These providers don't have access to user data. However, they are bound by contractual obligations to handle the data securely and only for the purposes specified by Artificie AI Agency L.L.C.

#### **4.3.3. Legal Compliance.**

Data may be shared with law enforcement agencies, government entities, or other third parties when required to comply with applicable laws, regulations, or legal processes. Artificie AI Agency L.L.C will make reasonable efforts to notify users of such disclosures unless prohibited by law or court order.

#### **4.3.4. Business Transactions.**

In the event of a merger, acquisition, or sale of assets, user data may be transferred or disclosed as part of the transaction. Artificie AI Agency L.L.C will notify users of such transactions and any changes to data handling practices.

#### **4.3.5. User Consent for Data Sharing.**

By using our Services, you consent to the limited sharing of your data as described in this clause. Artificie AI Agency L.L.C will not share sensitive personal information without obtaining explicit consent from users.

#### **4.3.6. Data Security Obligations.**

Third parties with access to user data are required to implement adequate security measures to protect the confidentiality and integrity of the information. Artificie AI Agency L.L.C conducts due diligence in selecting and monitoring third-party service providers to ensure compliance with data security standards.

#### **4.3.7. Notification of Changes.**

Artificie AI Agency L.L.C will provide notice of material changes to its data-sharing practices. Users will be informed through appropriate channels, and their continued use of the Services after such changes constitutes acceptance of the updated data-sharing terms.

### **4.4. Data Security**

#### **4.4.1. Commitment to Data Security.**

Artificie AI Agency L.L.C treats your data with care and diligence, employing advanced security measures to ensure its confidentiality and integrity. We are dedicated to maintaining the highest standards of data security throughout the data lifecycle.

#### **4.4.2. Secure Storage.**

All data collected through our Services is securely stored in a private database. This database is designed with robust security protocols to safeguard your information from unauthorized access, ensuring that your data remains protected against potential threats.

#### **4.4.3. Limited Access.**

Access to the private database is restricted to authorized personnel only. Our team members who have access to user data are bound by strict confidentiality agreements, emphasizing

the importance of maintaining the privacy and confidentiality of the information entrusted to us.

#### **4.4.4. Confidentiality Agreements.**

Authorized personnel, including employees and third-party service providers, are required to sign confidentiality agreements that reinforce their commitment to protecting user data. These agreements outline the responsibilities and obligations regarding the handling and safeguarding of confidential information.

#### **4.4.5. Ongoing Security Measures.**

Artificie AI Agency L.L.C continually reviews and updates its security measures to address emerging threats and adhere to industry best practices. This includes regular security assessments, encryption protocols, and other measures designed to fortify the security infrastructure.

#### **4.4.6. User Awareness.**

While Artificie AI Agency L.L.C is committed to ensuring the security of user data, it's essential for users to be aware of general security practices. Users are encouraged to use strong, unique passwords, enable multi-factor authentication where available, and promptly report any suspicious activities related to their accounts.

#### **4.4.8. Compliance with Data Protection Laws.**

Our data security practices are designed to comply with applicable data protection laws. Artificie AI Agency L.L.C is committed to upholding the privacy rights of users and ensuring that their data is handled in accordance with relevant legal frameworks.

### **4.5. Data Retention.**

#### **4.5.1. Purpose of Data Retention.**

Artificie AI Agency L.L.C retains user data for a limited duration and only for the necessary purposes outlined in these Terms. The retention of data is guided by the principles of necessity, transparency, and compliance with applicable laws and regulations.

#### **4.5.2. Limited Retention Period.**

We retain user data for the minimum duration required to fulfill the purposes for which it was collected. Once the data is no longer necessary for these purposes, it is securely deleted or anonymized to prevent any association with individual users.

#### **4.5.3. User Consent for Data Retention.**

By using our Services, you consent to the limited retention of your data as described in this clause. Artificie AI Agency L.L.C does not retain data longer than necessary, and your data will be promptly disposed of or anonymized when it is no longer required for specified purposes.

#### **4.5.4. Exceptions to Retention Period.**

Exceptions to the general retention period may occur under legal obligations, such as when required for compliance with applicable laws, regulations, or legal processes. In such cases,

Artificie AI Agency L.L.C will retain the data for the duration necessary to meet these legal requirements.

#### **4.5.5. Anonymization of Data.**

Upon reaching the end of the retention period, user data may be anonymized to remove any association with individual users. Anonymized data may be retained for statistical analysis, research, or reporting purposes, without compromising user privacy.

#### **4.5.6. Notification of Changes.**

Artificie AI Agency L.L.C will provide notice of material changes to its data retention practices. Users will be informed through appropriate channels, and their continued use of the Services after such changes constitutes acceptance of the updated data retention terms.

#### **4.5.7. Secure Disposal of Data.**

When data reaches the end of the retention period and is no longer necessary, Artificie AI Agency L.L.C ensures its secure disposal to prevent unauthorized access or use. Secure disposal methods may include permanent deletion or other industry-standard practices.

## **5. Data Breach Response.**

### **5.1. Notification.**

#### **5.1.1. Notification of Data Breach.**

In the unfortunate event of a data breach, affected users will promptly receive an email notification from [sales@artificieai.com](mailto:sales@artificieai.com). This email will serve as a transparent communication method, clearly stating that a breach has occurred and providing detailed information about its nature.

#### **5.1.2. Nature of Breach.**

The email notification will specify the nature of the breach, explaining the circumstances and potential impact on user information due to the security incident. We believe in keeping our users fully informed, enabling them to understand the situation and take any necessary precautions.

#### **5.1.3. Information Compromise Notice.**

The email will explicitly state that user information might have been compromised as a result of the breach. This disclosure ensures transparency and empowers users to be vigilant about their personal data in the aftermath of the incident.

#### **5.1.4. Timely and Open Communication.**

We are committed to promptly and openly informing our users about any data breach. Timely communication is essential in ensuring that users are aware of the situation, allowing them to take proactive steps to protect their information.

#### **5.1.5. Prevention Measures.**

Rest assured, Artificie AI Agency L.L.C has implemented rigorous measures to prevent future breaches. Our commitment to data security includes continuous efforts to enhance our



systems, address vulnerabilities, and implement best practices to safeguard user information.

#### **5.1.6. Commitment to Data Security.**

Our commitment to data security is unwavering, and we view a data breach as an opportunity to reinforce our dedication to protecting user information. The email notification will emphasize our commitment to addressing the breach, securing systems, and maintaining the trust of our users.

#### **5.1.7. Contact Information.**

If you have any questions or concerns regarding a data breach or the information provided in the notification, you can contact our support team at [sales@artificieai.com](mailto:sales@artificieai.com) for further assistance.

#### **5.1.8. Continuous Improvement**

Artificie AI Agency L.L.C is dedicated to continuous improvement in our data security practices. We learn from every incident, enhancing our response mechanisms and preventive measures to ensure the ongoing security of user data.

### **5.2. Data Deletion**

#### **5.2.1. Prompt Data Deletion in the Event of a Data Breach.**

In the event of a data breach, Artificie AI Agency L.L.C will promptly initiate a thorough and swift deletion process. Our commitment is to promptly and comprehensively address the breach by deleting sensitive information from our database as soon as the breach is detected.

#### **5.2.2. Continuous Deletion Until Database Fortification.**

The deletion process will continue until we have fortified our database against any further unauthorized access. Our aim is not only to remove compromised information but also to strengthen our security measures to prevent any ongoing or future unauthorized access.

#### **5.2.3. Swift Action for User Protection.**

Understanding the urgency in protecting user information, we prioritize swift action to delete sensitive data and reinforce our security infrastructure. This ensures that any potential risks resulting from the breach are minimized, and user data remains secure.

#### **5.2.4. Confirmation of Deletion and Database Fortification.**

Upon completion of the deletion process and fortification of our database, affected users will receive a confirmation notification at the email address associated with their account. This notification provides assurance that their sensitive information has been successfully deleted, and our systems have been secured against further unauthorized access.

#### **5.2.5. Communication Transparency.**

Artificie AI Agency L.L.C is committed to transparent communication throughout the data deletion and fortification process. We believe in keeping our users informed about the steps taken to address a data breach, reinforcing our dedication to user trust and data security.

#### **5.2.6. Continuous Improvement of Security Measures.**

The experience gained from addressing a data breach contributes to the continuous improvement of our security measures. We actively learn from incidents to enhance our security protocols and prevent similar occurrences in the future.

#### **5.2.7. User Assistance.**

If users have any concerns or questions regarding the data deletion process in the context of a data breach, our support team is available to assist. Contact [sales@artificieai.com](mailto:sales@artificieai.com) for further clarification or assistance related to data security matters.

#### **5.2.8. Revision of Data Deletion Procedures.**

Artificie AI Agency L.L.C reserves the right to update and revise its data deletion procedures, particularly in response to data breaches, to align with evolving best practices and legal requirements. Users will be informed of any material changes to these procedures.

### **5.3. Regulatory Compliance**

#### **5.3.1. Cooperation with Regulatory Authorities and Law Enforcement.**

Artificie AI Agency L.L.C is fully committed to cooperating with regulatory authorities and law enforcement agencies during a data breach investigation. We will provide them with all necessary information and assistance required to facilitate a comprehensive and thorough examination of the incident.

#### **5.3.2. Complete Transparency in Investigations.**

Our commitment is to ensure complete transparency during data breach investigations. We recognize the importance of cooperating with regulatory bodies to maintain data protection standards and will proactively share relevant details to facilitate their understanding of the incident.

#### **5.3.3. Providing Necessary Information.**

Upon request from regulatory authorities or law enforcement agencies, Artificie AI Agency L.L.C will provide the necessary information related to the data breach. This includes details about the nature of the breach, the affected data, and the steps taken to address the incident.

#### **5.3.4. Timely Assistance for Resolution.**

We aim to assist regulatory bodies and law enforcement agencies in a timely manner to expedite the resolution of the data breach investigation. Our cooperation includes providing access to relevant systems, documentation, and any other assistance required for a thorough examination.

#### **5.3.5. Legal Compliance.**

Our commitment to regulatory compliance extends to adhering to all legal requirements related to data breach investigations. We will ensure that our cooperation with regulatory authorities and law enforcement agencies aligns with applicable laws, regulations, and legal processes.

#### **5.3.6. Communication with Affected Users.**

In cases where regulatory authorities or law enforcement agencies are involved in a data breach investigation, Artificie AI Agency L.L.C will maintain communication with affected users. We will provide updates as permitted by law, ensuring transparency about the progress of the investigation and any relevant findings.

#### **5.3.7. Privacy and Legal Protections.**

While cooperating with regulatory authorities and law enforcement, Artificie AI Agency L.L.C will seek to uphold user privacy and legal protections. We will ensure that any sharing of information is done in accordance with applicable laws and regulations, prioritizing the rights and interests of our users.

#### **5.3.8. Continuous Improvement in Compliance Practices.**

Our commitment to regulatory compliance and cooperation with law enforcement is an ongoing effort. Artificie AI Agency L.L.C continually reviews and improves its practices to align with evolving legal requirements and industry standards, ensuring a proactive approach to data protection.

## **6. Limitation of Liability.**

### **6.1. No Consequential Damages.**

#### **6.1.1. Limitation of Liability.**

To the maximum extent permitted by applicable law, Artificie AI Agency L.L.C and its affiliates, officers, employees, agents, partners, and licensors shall not be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or in connection with your use of our Services.

#### **6.1.2. Exclusion of Certain Damages.**

In no event shall Artificie AI Agency L.L.C or its affiliates, officers, employees, agents, partners, or licensors be liable for any damages, whether in contract, tort (including negligence), strict liability, or otherwise, arising out of or in connection with your use of or inability to use the Services.

#### **6.1.3. Scope of Limitation.**

This limitation of liability applies even if Artificie AI Agency L.L.C has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

#### **6.1.4. Allocation of Risk.**

The limitations and exclusions in this clause allocate the risks between the parties and will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose.

## **6.2. Cap on Liability.**

### **6.2.1. Maximum Liability.**

To the maximum extent permitted by applicable law, Artificie AI Agency L.L.C and its affiliates, officers, employees, agents, partners, and licensors' total liability for any claim arising out of or relating to these Terms or your use of the Services shall be limited to the amount you paid, if any, to Artificie AI Agency L.L.C for the Services up to the last two months.

### **6.2.2. Scope of Limitation.**

In no event shall Artificie AI Agency L.L.C or its affiliates, officers, employees, agents, partners, or licensors be liable for any amount exceeding the total fees paid by you to Artificie AI Agency L.L.C for the specific Services that gave rise to the claim.

### **6.2.3. Exclusion of Certain Damages.**

This limitation of liability applies even if Artificie AI Agency L.L.C has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

### **6.2.4. Allocation of Risk.**

The limitations and exclusions in this clause allocate the risks between the parties and will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose.

## **6.3. Third-Party Actions.**

### **6.3.1. Indemnification for Third-Party Claims.**

You agree to indemnify, defend, and hold harmless Artificie AI Agency L.L.C and its affiliates, officers, employees, agents, partners, and licensors from any third-party claims, demands, liabilities, damages, or costs arising out of your use of our Services or your violation of these Terms.

### **6.3.2. Defense and Settlement.**

In the event of any third-party action, Artificie AI Agency L.L.C reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Artificie AI Agency L.L.C in asserting any available defenses.

### **6.3.3. Notice of Third-Party Claims.**

You agree to promptly notify Artificie AI Agency L.L.C of any third-party claims related to your use of the Services. Artificie AI Agency L.L.C will make reasonable efforts to keep you informed of any such claims, actions, or proceedings.

#### **6.3.4. No Settlement Without Consent.**

Artificie AI Agency L.L.C will not settle any third-party claim or action without your prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

#### **6.3.5. Limitation of Liability in Third-Party Actions.**

Artificie AI Agency L.L.C's liability in any third-party claim shall be subject to the limitations and exclusions set forth in Sections 6.1 (No Consequential Damages) and 6.2 (Cap on Liability) of these Terms.

#### **6.3.6. Exception to Indemnification.**

Artificie AI Agency L.L.C is not responsible for any settlements you enter into without its written consent or for any claims arising out of your use of the Services in violation of these Terms.

### **6.4. Exceptions in Certain Jurisdictions.**

#### **6.4.1. Governing Law.**

In certain jurisdictions, the laws may not allow the exclusion or limitation of certain warranties, liabilities, or damages as described in Sections 6.1 (No Consequential Damages) and 6.2 (Cap on Liability). If you are a resident of such a jurisdiction, some or all of the exclusions or limitations may not apply to you.

#### **6.4.2. Legal Compliance.**

Notwithstanding any other provision in these Terms, nothing in this Agreement shall exclude or limit Artificie AI Agency L.L.C's liability for death or personal injury caused by its negligence or for any other liability that cannot be excluded or limited under applicable law.

#### **6.4.3. Compliance with Local Laws.**

To the extent that local laws apply and prohibit the exclusion or limitation of certain liabilities, the limitations and exclusions in Sections 6.1 (No Consequential Damages) and 6.2 (Cap on Liability) may not apply to you. In such cases, Artificie AI Agency L.L.C's liability will be limited to the fullest extent permitted by applicable law.

#### **6.4.4. Applicability of Jurisdictional Laws.**

If you are subject to the laws of a jurisdiction that does not permit the exclusion or limitation of certain warranties, liabilities, or damages, the limitations and exclusions in this agreement may not apply to you.

#### **6.4.5. Severability.**

To the extent that any provision of these Terms is found to be invalid or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected, and the unenforceable or invalid provision shall be replaced with a valid and enforceable provision that comes closest to the intent of the original provision.

## **7. Modification of Terms.**

## **7.1. Right to Modify.**

### **7.1.1. Modification of Terms.**

Artificie AI Agency L.L.C reserves the right to modify, amend, or update these Terms of Service at any time. Changes to the Terms will be effective upon posting on our website or through other means of communication. It is your responsibility to review these Terms periodically for any modifications.

### **7.1.2. Acceptance of Modifications.**

By continuing to use our Services after the effective date of any modifications to these Terms, you expressly acknowledge and agree to be bound by the updated Terms. If you do not agree with the modifications, your sole remedy is to discontinue the use of our Services.

### **7.1.3. Notification of Changes.**

Artificie AI Agency L.L.C will make reasonable efforts to notify users of any material changes to these Terms. Notification may be provided through email, within the Services, or through other communication channels. It is important to keep your contact information updated to ensure receipt of such notifications.

### **7.1.4. Review of Modified Terms.**

We encourage you to review any modified Terms before continuing to use our Services. Your continued use of the Services after the effective date of modifications indicates your acceptance of the updated Terms.

### **7.1.5. Right to Refuse Modifications.**

If you do not agree with the modified Terms and wish to reject them, you must discontinue using the Services. Your continued use of the Services following the effective date of any modifications constitutes acceptance of those changes.

## **7.2. Notifications of Changes.**

### **7.2.1. Communication of Modifications.**

Artificie AI Agency L.L.C is committed to keeping you informed about changes to these Terms of Service. We will make reasonable efforts to communicate any modifications, amendments, or updates to you in a timely and transparent manner.

### **7.2.2. Methods of Notification.**

Notification of changes may be provided through various communication channels, including but not limited to email, within the Services, or through announcements on our website. The method of the notification may be chosen at the discretion of Artificie AI Agency L.L.C.

### **7.2.3. Email Notifications.**

For significant modifications to these Terms, email notifications will be sent to the email address associated with your account. It is your responsibility to ensure that your contact information is accurate and up-to-date to receive such notifications.

#### **7.2.4. In-Service Notifications.**

In some instances, notifications of changes may be communicated within the Services. This could include messages or alerts presented to users upon accessing the Services, ensuring that you are promptly informed of any relevant modifications.

#### **7.2.5. Review of Notifications.**

Upon receiving notifications of changes, it is recommended that you promptly review the updated Terms to understand the nature of the modifications. Your continued use of the Services after receiving notification constitutes acceptance of the updated Terms.

#### **7.2.6. Frequency of Notifications.**

Artificie AI Agency L.L.C will strive to provide notifications of material changes to these Terms in a manner that allows users sufficient time to review and understand the modifications before they become effective.

#### **7.2.7. User Responsibility for Notifications.**

While Artificie AI Agency L.L.C is committed to providing notifications of changes, it is your responsibility to regularly check for updates and review any communications from us to stay informed about modifications to these Terms.

### **7.3. Rejecting Modifications.**

#### **7.3.1. User's Right to Reject Modifications.**

If you disagree with any modifications, amendments, or updates to these Terms of Service proposed by Artificie AI Agency L.L.C, you have the right to reject them. Your rejection of modifications will require you to cease using the Services and notify Artificie AI Agency L.L.C of your decision.

#### **7.3.2. Ceasing Use of Services.**

Upon rejecting modifications, it is your responsibility to discontinue the use of the Services. Continued use of the Services after the effective date of modifications constitutes acceptance of the updated Terms.

#### **7.3.3. Notification of Rejection.**

If you choose to reject modifications, you may notify Artificie AI Agency L.L.C of your decision through designated communication channels, such as email or customer support. Such notification should be made promptly after becoming aware of the proposed modifications.

#### **7.3.4. Consequences of Rejection.**

Rejecting modifications may result in certain features or functionalities of the Services no longer being available to you. Artificie AI Agency L.L.C reserves the right to limit or restrict access to the Services for users who reject proposed modifications to the Terms.

#### **7.3.5. User Acknowledgment.**

By rejecting modifications and ceasing the use of the Services, you acknowledge and agree that you are bound by the version of the Terms in effect prior to the proposed modifications until you terminate your relationship with Artificie AI Agency L.L.C.

#### **7.3.6. Communication of Rejection.**

Artificie AI Agency L.L.C will make reasonable efforts to provide instructions on how users can reject modifications and cease the use of the Services if they choose not to accept the updated Terms.

### **7.4. Questions.**

#### **7.4.1. Addressing Questions or Concerns.**

If you have any questions, or concerns, or require clarification regarding these Terms of Service or any modifications thereto, Artificie AI Agency L.L.C encourages you to reach out for assistance.

#### **7.4.2. Contact Information.**

You can contact Artificie AI Agency L.L.C regarding questions or concerns through the following means:

- Email: [sales@artificieai.com](mailto:sales@artificieai.com)

#### **7.4.3. Response Time.**

Artificie AI Agency L.L.C is committed to providing timely responses to user inquiries. We will make reasonable efforts to address your questions or concerns and provide necessary information or clarification promptly.

#### **7.4.4. User Assistance.**

Our customer support team is available to assist you in understanding these Terms, explaining modifications, or addressing any queries you may have. Feel free to reach out for assistance, and we will do our best to provide comprehensive and helpful responses.

#### **7.4.5. Regularly Updated Information.**

Please ensure that your contact information is accurate and up-to-date to receive timely responses to your inquiries. Artificie AI Agency L.L.C may use the contact information associated with your account for communication regarding questions or concerns.

#### **7.4.6. User Responsibility.**

It is your responsibility to review communications from Artificie AI Agency L.L.C, including responses to your inquiries, to stay informed about any information relevant to these Terms or the use of our Services.

### **8. Contact Information.**

We aim to respond to all inquiries within 2 business days. If you have concerns about your data privacy or want your information deleted, please contact us at [sales@artificieai.com](mailto:sales@artificieai.com). We will promptly address your request.



