INDUSTRIAL APPLICATION TERMS AND CONDITIONS

The Terms and Conditions are effective as of 22.04.2025

§1
General Provisions

These Terms and Conditions (hereinafter referred to as the "**Terms**") specify the scope, rules, and conditions for using the Industrial Application (hereinafter referred to as the "**Application**").

1. **Application** – A Service provided in the Software as a Service (SaaS) model, available on the website at https://app.industrial.outlineai.com/login. The Application is an informational and analytical tool enabling Users to conduct a preliminary assessment of a plot's development potential based on data from public registers and to generate spatial models of the plot in accordance with planning parameters specified by the User, using proprietary algorithms to present an optimized plot model and maximum building dimensions. The Application includes default settings based on construction and fire safety regulations but does not account for comprehensive local construction regulations, local spatial development plans, or development conditions of specific regions. The Application allows Users to verify, modify, and input each of these parameters. The Application's user manual is available here,

2. **Source Data** – A catalog of external data sources available in the Application. Source Data varies depending on the scope of the Agreement. The Source Data catalog is available here.

3. **Agreement** – A voluntary agreement concluded between the Service Provider and the User, specifying the conditions for using the Application, in particular the price and scope of the Service. The Terms constitute an integral part of the Agreement.

4. **Service Provider -** OUTLINE AI SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office at ul. Trzy Lipy 3, 80-172 Gdańsk, entered into the Register of Entrepreneurs maintained by the District Court Gdańsk-North in Gdańsk, VII Commercial Division of the National Court Register, under KRS number: 0000838689, Tax ID (NIP): 7831816009, REGON: 38594672400 **(hereinafter referred to as "Provider")**.

5. **Contact:** The User may contact the Provider:
   a. Via email at: contact@outlineai.com, and
   b. Via traditional mail at: ul. Trzy Lipy 3, 80-172 Gdańsk.

6. Familiarization with and acceptance of the Terms is a condition for using the Application.

§ 2
Additional Definitions

Terms used in the Terms with capitalized letters have the following meanings:

1. **User** – Natural persons and legal entities, including, in particular, architects, developers, or investors, using the Application to assess the investment potential of a selected plot.

2. **Update** – The process of implementing changes, fixes, or new features to the Application, aimed at improving its functionality, enhancing security, adding new features, or fixing errors;

3. **Authorization** – Verification of access rights to the User's Account by entering a Password and Login;

4. **Failure** – A disruption resulting in an interruption of the Application's operation or a significant reduction in its quality for a continuous period of at least 2 hours;

5. **Backup** – The creation by the Provider of a backup copy of data entered by Users into the Application, allowing for the restoration and recovery of the environment following a Critical Error, as well as the reconstruction of original data in case of loss or damage. Backups are performed daily and before Updates and are stored for 7 days;

6. **Business day** – A weekday from Monday to Friday during business hours from 8:00 AM to 5:00 PM, excluding public holidays;

7. **Registration Form** – A form completed by the User to create an Account in the Application;

8. **Password** – An individual 12-character sequence consisting of uppercase and lowercase letters and special characters, assigned to a specific User, securing access to the Application;
9. **Account** – A dedicated space within the Application, secured with a Login and Password, accessible exclusively to the User;
10. **Access License** – The scope of the Agreement between the Provider and the User regarding the right to access and use the intellectual property owned by the Provider, in accordance with the selected plan and Price List;
11. **Login** – An individual sequence of characters assigned to a specific User, enabling User identification to ensure access to the Application and verification of their Access License;
12. **Billing Period** – A calendar month calculated from the date of granting access to the Application;
13. **Registration** – The process of creating a User Account.
14. **Data Center** – A professional data center equipped with hardware infrastructure enabling the provision of the Service, provided by an external supplier..
15. **Force Majeure** – An external event that could not have been foreseen or prevented, even with the utmost diligence. Such an event is extraordinary, independent of the will of the parties, and may prevent or significantly hinder the performance of obligations arising from the Terms.
16. **Act** – The Act of July 18, 2002, on the provision of services by electronic means (Journal of Laws 2024, item 1513).

§3
Application Functionality

1. The Application is provided "as is." Customization of the Application to the individual needs of the User constitutes a separate service not covered by the Access License.
2. The Application utilizes artificial intelligence (AI) functionalities to ensure the best possible results for analyzing a plot's potential, relying on generative algorithms that automate real estate feasibility studies.
3. The Application analyzes publicly available maps and registers constituting Source Data (Poland, Europe, rest of the world), in accordance with the scope of the Agreement and parameters provided by the User.
4. The analysis results include an optimized plot model, taking into account terrain topography, along with maximum dimensions of buildings and other objects, such as:
   a. utility buildings,
   b. retention tanks,
   c. access roads.
5. Depending on the Access License, the Application enables previewing the generated model and exporting it, in particular to formats such as .pdf, .dxf, .xml, .json. The ability to export to specific formats is determined by the selected Access License.
6. The Application does not constitute a source of binding legal information and is solely informational in nature.
7. The results generated by the Application do not constitute binding legal or technical expertise.
8. The proposals do not replace an individual analysis based on local regulations, which may significantly impact the possibilities for land development.
9. All calculations and visualizations are proposals and cannot be treated as official guidelines in the investment process.
10. The Provider will make efforts to ensure that the results are as accurate as possible but does not guarantee full compliance with the User's expectations.
11. The Application's functionality may be limited by the quality of data provided by Users.
12. The Application relies on maps and public data, which may be outdated, incomplete, or inaccurate.
13. The Application may be updated, and its functionality expanded, without the need to inform Users in advance.

§4
Type and Scope of Services in the Application

1. The Service includes the provision by the Provider to Users of:
   a. access to the Application in accordance with the scope of the Access License,
   b. performance of Updates,
   c. performance of Backups,
   d. support for Users,
2. The Provider guarantees a Service Level Agreement (SLA) quality of 98%. The SLA level means ensuring the continuous operation of the Application for a period not shorter than the product of the SLA level and the number of hours in a month.
3. The established SLA levels do not apply in the following cases:
   a. occurrence of Force Majeure, understood as events independent of the parties, including natural disasters, armed conflicts, global cyberattacks, actions of state authorities, or other unforeseen circumstances preventing the provision of the Service,
   b. scheduled technical breaks announced with 24 hours' notice,
   c. disruptions resulting from actions or omissions of the User, their subcontractors, or third parties for which the Provider is not responsible,
   d. use of the Service in a manner inconsistent with its intended purpose or contrary to the provisions of the Agreement,
   e. issues arising from the User's technical infrastructure, including their network, hardware, or software.

§5
Technical Requirements

1. To use the Service, the User must have an active email address and an End Device.
2. The User must have a properly configured web browser installed on their End Devices. The Provider recommends using the following browsers: Mozilla Firefox, Google Chrome, Internet Explorer/Microsoft Edge – in the current version provided by the manufacturer, no older than 12 months, with the ability to store cookies.
3. To use certain functionalities of the Application, it is necessary to install a program that opens PDF files and enable JavaScript support.

§6
Rules for Accessing the Application

1. The necessary conditions for using the Application are:
   a. Registration,
   b. Acceptance of the Terms,
   c. Signing the Agreement.
2. Registration requires the User to correctly complete the Registration Form by providing the following information:
   a. email address,
   b. password,
   c. first name,
   d. last name.
3. Upon correct completion of the Registration Form and acceptance of the Terms, an Account is created, and an agreement is concluded between the User and the Provider regarding the provision of the Application under the conditions specified in the Terms.
4. The User is obligated to provide true, complete data and information and to make truthful statements, both during Registration and subsequent use of the Application, without violating any third-party rights.
5. Logging into the Application requires providing the email address and the Password established by the User.

6. The User has the option to reset their Password. In such cases, a special link is sent to the provided email address, which, when clicked, enables the creation of a new Password. For security reasons, the Password is always stored in an encrypted form.

7. The User may not have more than one Account.

8. The User is prohibited from sharing their Account with other entities.

9. The User is obligated not to disclose the Account Password to any third party and bears sole responsibility for any damages resulting from such disclosure.

10. Accounts are non-transferable unless the Provider, in writing under penalty of nullity, consents to the transfer of all rights and obligations assigned to a given User to another person.

11. In the event that the User fails to pay the fee for access to the Account in any of the subsequent Billing Periods within the required timeframe, after the end of the Billing Period for which payment was made, the Provider will send a payment reminder to the User's contact email address. If the payment is not made within 3 days of sending the reminder, the Access License will be suspended, and the Account will be deleted.

12. The Provider reserves the right to immediately cease providing access to the Application if the User:
    a. Through their actions or omissions, attempts to compromise the security of data entered into the Application, in particular by attempting unauthorized access to the Application;
    b. Engages in activities contrary to generally applicable law or the provisions of the Terms,
    c. Through their actions or omissions, attempts to cause or causes harm to the Provider, its clients, or contractors.

13. The cessation of the Service provision, as referred to in point 12, is equivalent to the immediate termination of the Agreement by the Provider.

§7
Granting Access and First Login to the Application

1. Upon the commencement of the Service provision by the Provider, a message containing an activation link will be sent to the email address provided by the User during the completion of the Registration Form.

2. The User bears sole responsibility for securing their Passwords and Logins. In the event of a reasonable suspicion that an unauthorized person has obtained the Password or Login, the User must immediately change the Password.

§8
Fees and Trial Periods

1. Access to the Application is paid and provided in accordance with the Price List.

2. Prices and the currency of fees are specified in the Price List and represent net amounts. The Provider will issue a VAT invoice after payment for access to the Application.

3. The fee for the Service is paid in advance for the entire Billing Period and is non-refundable, even if the User terminates the Service early.

4. VAT invoices are issued and sent electronically to the email address provided by the User during Account registration. Changes to the delivery email address can be made in the Account settings or by directly contacting the Provider.

5. Payments for the fee will be made to the Provider's bank account specified in the VAT invoice.

6. The User is obligated to settle VAT invoices within 14 days from the date of their delivery.

7. The condition for starting to use the Application is the advance payment by the User of the subscription fee for the first Billing Period.

8. The User is obligated to make payments in full, without any deductions for taxes or fees, directly to the account specified by the Provider.

9. In the event of a delay in payment by the User, the Provider has the right to charge statutory interest for late payment in accordance with applicable law.

10. The User may change the scope of the Access License at any time, effective at the end of the Billing Period. Changes can be made directly by contacting the Provider at the email address: contact@outlineai.com

11. The Provider reserves the right to introduce free trial periods allowing access to the Application for testing purposes for a period designated by the Provider. After the trial period ends, continued use of the Application requires the User to pay the subscription fee in advance for the first Billing Period. The User has no claims regarding the initiation or modification of the duration of the trial period set by the Provider.

§9
Provider's Liability

1. The Provider will make every effort to ensure the uninterrupted technical operation of the Application and will strive to provide Users with the highest quality of Service.

2. The Provider reserves the right to:
   a. Scheduled technical breaks announced with 24 hours' notice, occurring between 8:00 PM and 8:00 AM,
   b. Unscheduled technical breaks in the event of Failures, security incidents, data breaches, or other unforeseen events requiring immediate intervention to ensure the integrity, confidentiality, and availability of the Service.

3. The Provider does not guarantee that the Application is free from defects. The procedure for reporting errors and complaints is specified in § 10 of the Terms.

4. The Provider is not liable for technical limitations in accessing the Application arising from the computer hardware or any other equipment used by the User to access the Application, which prevent or hinder the User's use of the Application, in particular limitations caused by:
   a. using the Application in a manner inconsistent with applicable law or the Terms,
   b. malfunctioning of the web browser,
   c. malfunctioning of the Internet connection or lack of Internet access by the User,
   d. actions of third parties,
   e. other reasons beyond the Provider's control.

5. The Provider is not liable for the consequences of the User disclosing their Account Login or Password to third parties.

6. The Provider is not liable for:
   a. The accuracy, completeness, or precision of Source Data,
   b. The correctness and compliance with applicable law of parameters entered by the User,
   c. Damages and other consequences resulting from the accuracy, completeness, or precision of parameters entered by the User,
   d. Investment, design, or architectural decisions made based on the Application's results.

7. The Provider is not liable for disruptions in the Application's operation caused by Force Majeure, even if they result in data loss by the User.

8. The Provider's liability is limited solely to intentional damage and to the actual losses incurred by the User (excluding lost profits).

§10
Procedure for Reporting Application Errors (Complaints)

1. The Provider accepts reports of Application errors:
   a. via email at contact@outlineai.com
   b. by phone at: +48 888 771 371
   c. through a dedicated form, depending on the Access License.

2. In the email message, the User is obligated to provide:
   a. a description of the error,

  b. the time of occurrence,

  c. attachments in the form of screenshots (recommended).

3. Reports will be processed on Business Days between 8:00 AM and 5:00 PM.
4. A report submitted outside of Business Days is considered received at the first working hour of the Business Day on which the report was made or the nearest Business Day following the day of the report.
5. Errors related to Source Data or parameters entered by the User are not subject to complaints.

§11
Procedure for Resolving Application Errors

1. The Provider undertakes actions to resolve a Failure based on the report and verifies the validity of the report.
2. The response time for a Failure is 24 hours.
3. To effectively resolve the error in the shortest possible time, the Provider will take steps to minimize the error's impact by determining corrective actions that can be undertaken by the Provider's staff or the User.
4. The resolution of a report within the timeframes specified in point 2 and 3 applies if the cause of the report originated on the Provider's side.
5. The User will be informed via a return email from the Provider about the resolution of the error.
6. The Provider reserves the right to resolve particularly complex issues through Updates.
7. The resolution of a submitted report is considered complete upon the correction of the error.

§12
Account Closure

1. The User may request the deletion of their Account at any time with a one-month notice period, retaining the full Billing Period. A scanned statement is acceptable, provided the original is delivered within 7 days (the notice period begins on the day the PDF statement is received). The request must be submitted in writing or electronically to the Provider's contact details specified in § 1, paragraph 5 of the Terms.
2. The Provider is obligated to delete the User's Account within 7 days from the date of receiving the relevant request. If the Account is deleted at the User's request before the end of the Billing Period, the User is not entitled to a refund of the fee.
3. Upon Account closure, all information stored therein is permanently deleted.
4. The Provider is not liable for any damages resulting from the deletion of the Account.

§ 13
Intellectual Property Rights

1. The User is obligated to respect intellectual property rights, in particular those arising from copyrights, invention registrations, patents, trademarks, utility models, and industrial designs of the Provider.
2. All rights to the Application, including proprietary copyrights, intellectual property rights to its name, website domain, as well as patterns, forms, and logos, belong to the Provider, and their use may only occur in a manner consistent with the Terms and applicable law.

§14
Personal Data Protection

1. The Provider is the Data Controller of Personal Data processed in the Application.

2. The Provider declares that it has implemented appropriate technical and organizational measures, including adequate safeguards, to enable the processing of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, Official Journal of the EU L 119, p. 1, hereinafter referred to as "GDPR").

3. The Provider may process personal data provided by the User solely for the purpose of the User's use of the Application in accordance with its intended purpose and based on the Terms accepted by the User (Article 6(1)(b) GDPR). Providing data is voluntary, but failure to provide it will prevent the fulfillment of the purpose.

4. The Provider may also process Users' data for the following purposes:

   a. Fulfilling legal obligations arising from legal provisions, in particular tax regulations (Tax Ordinance, Value Added Tax Act, Accounting Act) (legal basis – Article 6(1)(c) GDPR),

   b. Pursuing potential claims and defending the rights of the Data Controller, responding to inquiries, contact requests, or offers directed to the Data Controller, as well as conducting traditional marketing of its own services during the term of the agreement (legal basis – Article 6(1)(f) GDPR – "the aforementioned legitimate interest of the Data Controller"),

   c. Direct marketing conducted via electronic/telecommunication means, subject to the User's consent for such processing (legal basis – Article 6(1)(a) GDPR),

   d. Complying with GDPR obligations, e.g., regarding the exercise of data subjects' rights, such as objection or withdrawal of consent, and maintaining necessary registers or records (Article 6(1)(c) GDPR – legal obligation) and the legitimate interest of the Data Controller (Article 6(1)(f) GDPR), i.e., maintaining knowledge of individuals who have exercised their rights.

5. The Provider processes data such as:
   a. dirst name and last name,
   b. User's company registration details (if applicable),
   c. User's correspondence address,
   d. User's email address.

6. The Provider processes Users' data with regard to their storage and deletion after the completion of the personal data processing period.

7. The Provider processes Users' personal data until the Account is deleted, unless otherwise required by applicable regulations.

8. The Provider shares personal data with entities entrusted with data processing, e.g., providers of technical, advisory, hosting, or accounting services, while ensuring security guarantees (based on a data processing agreement compliant with GDPR requirements), and with other data controllers, e.g., the Polish Post, while maintaining appropriate data sharing security measures. We also inform that data is not transferred outside the European Economic Area, except in cases of transnational data flows where such transfer complies with Chapter V of the GDPR, e.g., based on standard data protection clauses, binding corporate rules, or European Commission decisions confirming an adequate level of protection, such as the EU-US Data Privacy Framework, in connection with the use of services of trusted entities (e.g., Microsoft, Apple).

9. To ensure data confidentiality, the Provider has implemented procedures, organizational, and technical solutions enabling access to data only by authorized persons processing it in connection with assigned tasks. Necessary measures are taken to ensure that subcontractors and other cooperating entities also provide guarantees of implementing appropriate security measures whenever they process data on the Provider's instructions.

10. Every individual whose personal data is held by the Provider has the following rights:
    a. The right to access personal data,
    b. The right to rectify personal data,
    c. The right to restrict the processing of personal data,
    d. The right to request the deletion of personal data (unless specific regulations require the Provider to retain the data),

e. The right to withdraw consent for data processing – withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal and can be exercised at any time,

f. The right to data portability (for processing based on a contract or consent carried out in an automated manner),

g. The right to object to the processing of personal data (based on Article 6(1)(e) or (f) GDPR – objection to processing for direct marketing purposes, including profiling, results in the absolute cessation of data processing for this purpose by the Data Controller),

h. The right not to be subject to a decision based solely on automated processing.

11. To exercise these rights, a request can be sent via email to contact@outlineai.com or directed to the Provider's registered office address.

12. In the event of improper personal data processing, the User has the right to lodge a complaint with the national supervisory authority for data protection, i.e., the President of the Personal Data Protection Office (address: ul. Stawki 2, 00-193 Warsaw).

13. Detailed conditions for processing all personal data on the website https://outlineai.com/ re specified in the Privacy Policy.

§15
Statistical Data

1. The Provider may use quantitative and qualitative information processed in the Application, such as the frequency and scope of changes to the Application's default settings and the area of plots of interest to Users, solely for the purpose of preparing statistical analyses to:
   a. Monitor information about interest in a specific plot area,
   b. Optimize the Application's default settings and adapt its functionalities to the needs of Users.

2. The Provider ensures that the statistical data referred to in point 1 do not constitute personal data within the meaning of applicable data protection regulations, including GDPR, and in particular, ensures that the personal data subject to the statistics cannot be identified.

§16
Dispute Resolution

1. The Parties commit to amicably resolving all issues and unforeseen situations in accordance with the principles of good cooperation, taking into account the interests of each Party.

2. In the event that an amicable resolution of a dispute is not possible, the Parties submit the dispute to the jurisdiction of the court competent for the Provider's registered office.

§17
Final Provisions

1. These Terms are public, free of charge, and available at https://docs.industrial.outlineai.com/terms-of-service, their content may be recorded at any time by printing, downloading, or saving to an external storage medium.

2. The Provider reserves the right to amend the Terms, in particular for the following important reasons:
   a. An amendment to the Terms is necessary due to changes in generally applicable law,
   b. The introduction of significant changes in the functioning of the Application or any of the Services, including those related to technical or technological progress,
   c. The introduction of changes for security reasons, including those aimed at preventing the use of the Application in a manner contrary to the law or the Terms,
   d. Compliance with an obligation arising from a final court judgment or administrative decision.

3. Information about amendments to the Terms, along with the new version of the Terms, will be published by the Provider on the website https://outlineai.com/ at least 7 days before the changes take effect and sent to the individual email addresses provided by Users.
4. In case of doubts regarding the application of the Terms, the Provider reserves the right to the final interpretation of its provisions, and the User has the right to request an appropriate interpretation from the Provider.
5. In matters not regulated by the Terms, the provisions of generally applicable law shall apply.