# Terms of Use

These Terms of Use, together with the documents set forth therein (hereinafter collectively referred to as the „**Terms**"), govern the access to and use of the NEWSBUILD.AI platform integrating general-purpose artificial intelligence models/tools that allows partial automation of media publishers' editorial activities and related services (NEWSBUILD.AI and related services, hereinafter collectively referred to as the **„Service"**), which is provided by NET INFO EAD, UIC: 202632567 (hereinafter referred **to as „Net Info"**).

By accepting these Terms, together with the conclusion of a Subscription Agreement with Net Info, each user of the Service (hereinafter referred to as the "**Client**") expressly confirms that he has read, understood and agrees to be bound by these Terms. The Client agrees that the term "Client" as used in these Terms includes both the legal entity that has entered into a Subscription Agreement with Net Info for the use of the Service and the persons who represent it.

The following additional agreements also apply to the use of the Service by the Client:

● Net Info Privacy Policy, which is an integral part of these Terms and which sets out the conditions under which Net Info processes all personal data collected from the Client or that the Client provides to Net Info. By using the Service, the Client agrees to such processing and guarantees that all data provided by him is accurate.

● Subscription Agreement and all appendices thereto (if any).

In case of conflict, the provisions of the Subscription Agreement and the Privacy Policy shall prevail over these Terms of Use.

These Terms may be updated from time to time. The Client's continued use of the Services after any changes constitutes the Client's acceptance of those changes.

**1. NEWSBUILD.AI service.**

The Service is entirely focused on media publishers and is a platform bringing together existing integrated artificial intelligence tools/models, the purpose of which is to support standard workflows in publishers` newsrooms. The service helps automate repetitive and fully data-oriented tasks from the day-to-day work of editorial teams, ensuring transparency and traceability of the tasks performed, without excluding the need for editorial control. The use of the Service does not require the Client to develop, modify or maintain program code, as it allows integration with the existing content management systems (CMS systems) used by the respective publisher (Client). The main functionalities of the Service include:

- **Article enrichment tools** – help improve the content created with structured, editorially tailored contextual information and metadata extracted from the Client`s existing information resources ("Incoming Content"). These tools may include, but are not limited to: **article title suggestions** (AI-generated alternative titles according to topic and editorial style), **summary** (a brief overview of the main highlights of an article), **tags** (automatically suggested tags based on an analysis of the content performed with

artificial intelligence), **outsourced and structured key facts from an article (fact box)**, context (creation of contextual and/or historical information related to a topic by drawing information from previous articles/materials of the Client on the topic), **suggestions for internal links in the text of the article to other articles by the same publisher on the topic** (based on Retrieval-Augmented Generation - RAG), **chronological line** (creating a chronological overview of key developments on a given topic), **biographical reference** (Bio Box) (short profiles of the mentioned personalities in the article - life and professional path, interests, etc.), **encyclopedic information** (brief factual explanations of terms or concepts mentioned in the article), etc.

- **Content Processing System –** this functionality of the Service allows unification of content from the Client`s base ("Incoming Content") and its presentation in a form adapted to editorial needs, rules and workflows (the functionality allows setting a structure, filters, prioritization; grouping content from different sources and rewriting it into a single version; categorizing by topic for more efficient workflows, etc.).
- **Tools to assist editors –** translator (multilingual text translator integrated into the Service); chat assistant (a system using artificial intelligence to assist editorial tasks), etc.

The Service does not replace the existing CMS system, nor the need for editorial control over the results and/or the Outgoing Content. The Service allows the use of output data from the Client`s database (Incoming Content) and their processing using its functionalities in order to save time for the editorial team to perform repetitive, mechanical or routine activities.

The Service includes integrated general-purpose models/tools using artificial intelligence (ChatGPT API, Gemini API, etc.), with Net Info using third-party external providers (OpenAI, Inc., Google LLC, etc.) to provide the AI models/tools integrated into the Service. These models/tools are provided to the Client "AS IS" without any development, adaptation and/or training of the models themselves by Net Info. Net Info does not control the accuracy, content or results provided through them and is not responsible for their reliability or correctness. Each of the models/tools using artificial intelligence integrated into the Service is provided by an external provider and is subject to its own terms of use, which may differ from these Terms of Use. For the use of the respective integrated model/tool, the conditions set by the respective provider apply.

The specific terms of use of the Service (if any) specific to each Client are set out in the individual Subscription Agreement and its annexes concluded between Net Info and the Client.

Net Info reserves the right to change the Service and/or its functionalities, including adding or removing such at any time. Material changes to the Service will be posted online at a place accessible to the Client on the Service`s website and communicated to the Client by email. Continued use of the Service after such changes have been made constitutes acceptance of the changes by the Customer.

**2. Access to the Service and Account Registration.**

*Access criteria*

The Service is available exclusively to legal entities and other business entities, and in view of its characteristics, it would be of great benefit to media publishers. By agreeing to these Terms of Use by concluding an individual Subscription Agreement, the Client declares and warrants

that he is acting on behalf of a duly registered and existing business entity and that he has the authority to accept these Terms of Use and conclude the Subscription Agreement on behalf of the entity. The Service is not intended for personal or individual use and Net Info reserves the right to deny access to or terminate any account that does not meet these access criteria.

To be eligible to use the Service, Customer must: (i) be duly registered under the laws of the jurisdiction in which the entity is incorporated; (ii) use the Service only for commercial purposes related to its business operations.

By agreeing to these Terms of Use, the Client declares and warrants that: (i) it meets the access criteria and (ii) that all information provided by it to Net Info for the purposes of using the Service is true and up-to-date.

### *Account Registration*

In order to access and use the Service, the Client must have an account (**"Account")** on the Service. The Client`s Account is registered by Net Info after concluding a Subscription Agreement and access is provided to a person designated by the Client, who has the right to accept these Terms of Use and perform activities related to the use and management of the Client`s Account, on behalf of the legal entity.

During the registration process, the Client shall provide Net Info with certain information related to the legal entity for which the Account was created, including, but not limited to: the names of the person entitled to use the Account, contact details such as email address and telephone number, as well as payment information. The Client agrees to provide Net Info with accurate, complete and up-to-date information and to update this information immediately if it changes. Net Info reserves the right to reject or cancel any registration that does not meet the criteria for access or when the information provided turns out to be false or misleading. In this case, the Subscription Agreement with the Client and all annexes to it are automatically terminated.

The Client may add to its Account (allow access to the Account) a certain number of employees or representatives at its discretion.

The Client is solely responsible for managing access to its Account and ensures that all persons entitled to access the Account comply with these Terms. The Client acknowledges and agrees that misuse of its Account and/or unauthorized sharing of Account data may result in the suspension or termination of its Account. Nevertheless, in cases of abuse or unauthorized access to the Client`s Account, Net Info has no obligation and does not bear any responsibility to suspend or terminate the Client`s Account, unless there is an explicit request from an authorized representative of the Client specified in the individual Subscription Agreement. All actions performed by the Client`s Account are considered to have been performed solely by the Client.

The Client is responsible for maintaining the confidentiality of the credentials of his Account, including its username and password. The Client agrees to immediately notify Net Info of any unauthorized use of its Account or any other breach of security. Net Info shall not be liable for any loss or damage resulting from the Client`s failure to protect its Account information. The Client is responsible for all actions performed through his Account, regardless of whether they are performed by persons authorized by him or third parties.

The Account registered for the Client is for exclusive use by the legal entity on behalf of which the registration is performed. Customer may not transfer, sell, lease or otherwise transfer rights to its Account or any of his rights or obligations under these Terms of Use to a third party without the express prior written consent of Net Info. Any attempt to perform the actions under the preceding sentence will be considered a violation of these Terms of Use and may result in the termination of the Client`s Account. In cases of termination of the Client`s Account under the preceding sentence, the Subscription Agreement with the Client and all appendices thereto shall be terminated automatically.

**3. Grant of License.**

By entering into a Subscription Agreement, complying with these Terms of Use and paying the applicable fees by the Client, Net Info grants the Client a limited, non-exclusive, non-transferable and revocable license to access and use the Service solely for Client`s internal business purposes and operations. This license **does not** grant Client any proprietary rights to the Service, its software or related intellectual property. All intellectual property rights in the Service remain the exclusive property of Net Info and/or the exclusive property of Net Info`s licensors.

**4. Use of the Service.**

The Service may only be used and accessed for lawful purposes. The Client agrees to comply with all applicable laws and regulations in relation to the use of the Service. In addition, without limitation, the Client declares and warrants that he will not perform, directly or indirectly, any of the following actions during access to and use of the Service:

> a) modify or copy the software or content of the Service;
> b) use the Service to distribute it publicly; to rent it, lease it, borrow it; sell, resell, transfer, distribute or relicense the Service, parts thereof and/or its content;
> c) decompile, reverse engineer, disassemble, attempt to extract the source code, modify or create derivative works of the software of the Service used to provide its functionalities and related services, and/or the content of the Service, or any part thereof;
> d) remove copyright information or other intellectual property notices from the content or software of the Service, transfer the content to another person, or copy the content or software to another server;
> e) collect the names and/or email addresses of other users of the Service electronically or otherwise for any purpose;
> f) use methods to collect or delete data on the network or extract data from the Service;
> g) upload viruses or malicious code, use the Service to send spam or perform other actions that may disable, overburden, interfere with, or disrupt the proper operation, integrity, or appearance of the Service;
> h) interfere with and/or disrupt the functioning of the Service or its servers or networks, or fail to comply with requirements, procedures, policies or regulations of networks connected to the Service;
> (i) interfere with, disrupt or circumvent any security feature of the Service or any feature that restricts or imposes restrictions on the use of or access to the Service;
> (j) use the Service for illegal or unauthorized purposes (including, but not limited to: participating in, encouraging, or facilitating illegal activities, including displaying or selling illegal goods or services);

(k) use the Service to harm minors in any way (exploitation of minors in any way, including creating, storing and/or distributing material with child pornography content and/or containing footage of sexual or other abuse of children);

(l) upload and/or store on the Service and/or share with or through the Service and/or process material that is protected by copyright, protected by trade secrets, or that is otherwise subject to the proprietary rights of third parties, including privacy and publicity rights, unless the Client is the owner of those rights or has permission from their legal owner to use the material and grant license rights to him;

(m) use the Service to post and disseminate false statements that could harm Net Info and/or a third party;

(n) upload, store on the Service and/or share through the Service material that is: illegal, fraudulent, obscene, offensive, incitement to illegal actions, harmful, threatening, harassing, defamatory, vulgar, violent or containing hate speech, concerning the privacy of a third party, containing nudity (including, but not limited to, pornography, erotica, child pornography or child erotica), constituting hate speech,  contain racial or ethnic discrimination, contain violence against humans and/or animals, humiliate human dignity, threat to the life and/or bodily integrity of a person or animal, or encourage behaviour that would be considered a criminal offence, give rise to civil liability, violate the law or are otherwise inappropriate;

(o) use the Service for the purpose of exploiting the vulnerability of a particular group of persons in view of their age, social, physical or mental characteristics, in a way that causes or is likely to cause physical or mental harm to such person or to others;

(p) use the Service to provide medical advice and/or interpret medical results;

(q) use the Service to disclose and/or share personal information about another person, including any information that may be used to track or represent that person, when such actions are not related to the protection of the public interest or are not in the public interest;

(c) mislead Net Info and/or users of the Service and/or third parties;

(s) create an Account by automated means or use an Account of another user of the Service for any purpose, including to circumvent an existing prohibition;

(t) use the Service to impersonate and/or post content that is illegal and/or to post and distribute content created using artificial intelligence without providing human review and control of the created content.

In case the Client violates any of the above prohibitions in item 4, Net Info has the right, at its sole discretion, to remove, restrict, terminate and/or block the Client`s Account and the use of the Service, as well as to remove and/or delete the Client`s content from the Service.  In cases of removal/termination of the Account and/or termination of access to the Service, the Subscription Agreement with the Client and all attachments to it are automatically terminated.

Net Info is not responsible for the Content (Incoming and Outgoing) of the Client and the Client is solely responsible for creating backup copies of its Content uploaded and/or stored on the Service.

In addition, Net Info reserves the right to deactivate the Client`s Account, as well as to suspend access to the Service, when there are grounds for such actions, including, but not limited to, the following cases: Net Info has information that the respective use of the Service by the Client is prohibited by law; The Client has violated or is violating these Terms of Use at the relevant

time. In the cases referred to in the preceding sentence, the Subscription Agreement with the Client and all annexes thereto shall be terminated automatically.

The Client acknowledges and agrees that upon closure and/or deactivation of his Account, Net Info has the right to store the information from the canceled/deactivated Account for a certain period of time, in accordance with the applicable legislation, sufficient to guarantee the possibility of providing this information upon due request by government authorities and authorized third parties. The information may be used to prove the fulfillment of contractual or other obligations of Net Info, to resolve legal disputes, to prevent fraud, to protect the interests of Net Info and/or those of other users of the Service and/or third parties, in view of unlawful actions and damages, as well as to comply with the applicable legislation and internal security policy of Net Info.

**5. Customer Content.**

*Ownership of the Client`s content. Incoming and Outgoing Content (collectively, "Content").*

The Service handles content provided by Client or content that Client enters, uploads or processes by using the functionalities of the Service **("Incoming Content").** Client declares and warrants that he owns full ownership of all Incoming Content or that he has obtained the right to use it from all rightholders on the basis of a valid contractual or legal basis. The Client declares that this content does not violate applicable law, third party rights, including intellectual property rights, and that it does not contain prohibited or illegal information. Neither Net Info nor any third party, including but not limited to providers of artificial intelligence models integrated into the Service, acquires ownership rights to Customer`s Incoming Content. Customer`s Incoming content may include, but is not limited to, videos, images, audio, text, and any other materials. Net Info has no obligation to accept, store, display, view, edit, maintain or otherwise use any part of the Client`s Incoming Content, except for the purposes of providing the Service and covering the Client`s needs in connection with its use.

Client understands and accepts that any content generated by the Service **("Outgoing Content")** is of an informative and indicative nature and does not constitute a final product or material ready for consumption by the general public without editorial intervention and control. The Client undertakes to ensure that all output results are reviewed and, where necessary, edited by a qualified editor or a team of editors. The ownership of the Outgoing Content shall be vested in the Client, except in cases where the law and/or applicable terms and conditions of artificial intelligence providers integrated into the Service provide otherwise. The Client accepts and agrees that the Outgoing Content is not stored for an extended period of time on the Service and the results obtained by the Client after a certain request to the Service (e.g. for translation, generation of title suggestions, etc.) are deleted after the termination of the use of the Service at the specific time or in a very short period thereafter.

*Obligations and responsibilities for Client Content.*

The Client bears all responsibility, including, but not limited to, editorial responsibility for the Content and the consequences of its use and processing through the Service, as well as its subsequent publication or otherwise making it available to the general public. The Client warrants and declares that its Content (Incoming and Outgoing that it chooses to use for distribution to the public) has undergone human review by a qualified editor and is in

compliance with all applicable laws, rules and regulations. The Client acknowledges and agrees that: (a) the Client is solely responsible for the legality and accuracy of its Content (Incoming and Outgoing that Customer chooses to use for distribution to the public); (b) acknowledges that it has all necessary rights, licenses and permissions to use and distribute such Content; (c) has obtained the explicit specific, informed and unambiguous consent and/or permission of any identifiable natural person as a result of the Client`s Content, with respect to the use of their personal data, as well as with respect to the use of the Client`s Content in the manner provided for in the Service and these Terms of Use.

The Client is solely responsible for any claims, damages or legal action arising out of its Content, including claims by third parties.

By accepting these Terms of Use, the Client represents and warrants that each of its Content complies with these Terms of Use and is liable to Net Info and will indemnify Net Info for any breach of these representations and warranties. This means that the Client is responsible for any loss or damage that Net Info suffers as a result of a breach of what is guaranteed and declared by the Client.

### *License granted by the Client to Net Info.*

The Client grants permission (license) to Net Info to use the Content only to the extent necessary to provide the Service and adapt it to meet the specific business needs of the Client. For the avoidance of doubt, the Client grants Net Info a non-exclusive, royalty-free license, without territorial limitation, for the limited use of the Client`s Content solely for the purpose of providing and improving the Service.  Net Info shall not have the right to use the Content (Incoming and Outgoing) for any purposes other than the one specified above, including, but not limited to, training new artificial intelligence models, editorial and informational purposes, and the like.

### *Reviewing Client`s Content and Enforcing These Terms of Use.*

Net Info has the right, but not the obligation, to review the Content that the Client has uploaded and stored on the Service or created using the Service to ensure that no content is stored on and/or through the Service that: violates applicable laws or regulations; violates the intellectual property rights of Net Info or third parties; that is illegal or obscene; and/or which otherwise violates these Terms of Use.

If Client`s Content is identified or reported that violates these Terms of Use or applicable law, Net Info has the right to take any and/or all of the following actions:

A) Removal of Client`s Content from the Service;
B) Restricting the visibility of certain portions of the Client`s Content;
C) Temporary or permanent suspension or termination of the Client`s Account.  Upon termination of the Client`s Account, the Subscription Agreement with the Client and all attachments thereto are automatically terminated.

Notwithstanding the foregoing, Net Info assumes no obligation or responsibility for reviewing and moderating the Client`s Content or for the content of other users of the Service.

### 6. Fees and subscriptions.

The fees for access and use of the Service are determined in the Subscription Agreement and the Price List thereto, concluded between the Client and Net Info. The subscription contract and its Price List describe specifically the services provided, the prices and deadlines for billing and payment of the fees due.

The fees are paid by the Client within the terms and conditions specified in the Subscription Agreement and the Price List thereto.

Payments must be made through the payment methods accepted by Net Info, specified in the Subscription Agreement.

All fees are exclusive of VAT or other taxes due. Customer is responsible for paying all applicable taxes, including, but not limited to, value added tax (VAT) and/or withholding tax, that are imposed by any jurisdiction as a result of their subscription to use the Service.

*Subscription term.*

The term of the subscription for the use of the Service begins from the Effective Date of the Subscription Agreement or any other date specified in the Subscription Agreement itself and continues for the period specified therein.

*Late payments.*

Net Info has the right to charge interest of 0.5% (zero point five percent) per month on payments delayed by the Client until they are not fully repaid. Failure to pay on time may also result in the suspension of access to the Service and/or termination of the Subscription Agreement with the Client.

The Client is responsible for the costs of collection, including reasonable attorneys` fees, incurred in collecting overdue payments due by the Client.

If any of the payments due by the Client remains unpaid within 20 (twenty) days after the due date, Net Info has the right to suspend or terminate the Client`s access to the Service. In these cases, the Subscription Agreement with the Client may be terminated automatically and unilaterally by Net Info.

*Refunds and fee changes.*

Fees payable by the Client are non-refundable, unless otherwise expressly stated in the Subscription Agreement or in the law.

Net Info has the right to change the billing fees and conditions as specified in the Subscription Agreement. In case of significant changes, the Client will be notified and will have the opportunity to terminate their Subscription Agreement within a certain period of time before the updated terms come into force.

## 7. Privacy and data protection.

By using the Service, the Client consents to the processing of his personal data as described in the Net Info Privacy Policy, which is an integral part of these Terms. The Privacy Policy governs all issues related to the processing of personal data, including the rights of the Client and the obligations of Net Info under the applicable personal data protection laws, such as the General Data Protection Regulation (GDPR) and the relevant Bulgarian legislation.

Personal data processed through the Service falls into two categories:

- Client Account Data – information provided by the Client during the creation and management of their Account (e.g. name, email, payment details). This data is processed to manage the Client`s subscription, provide support and ensure the security of the Service;

- Client`s Content – any Incoming and Outgoing Content that may contain personal data. The Client bears full responsibility and guarantees that he has the necessary rights and legal basis for the processing and uploading of such data.

*Roles of Net Info and the Client in the processing of personal data.*

With regard to the data of the Client`s Account, Net Info acts as a personal data administrator, determining how and why this information is processed. With regard to the Client`s Content, Net Info acts as a processor of personal data, processing this data solely on behalf of the Client and in accordance with his instructions. The Client remains the administrator of the personal data in the Content (Incoming and Outgoing) and is responsible for compliance with the applicable laws on personal data protection.

## 8. Intellectual property.

The Service, its software, content, and all related intellectual property rights, including system-generated data (e.g., performance data), modifications, improvements, upgrades, derivative works, copyrights, trademarks, and patents **("Intellectual Property")**, are the property of Net Info or the property of Net Info's licensors (which may include, without limitation, providers of artificial intelligence models and tools). The Client agrees and acknowledges that it has no rights or claims in relation to the Intellectual Property and that its rights are strictly limited to those expressly granted under these Terms of Use and/or the individual Subscription Agreement.

Subject to these Terms of Use, the Subscription Agreement and the timely payment of all applicable fees by the Client, Net Info grants the Client a limited, non-exclusive, non-transferable and revocable license to access and use the Intellectual Property solely for the internal business operations of the Client in connection with the use of the Service. This license shall remain valid for the duration of the Subscription Agreement and shall not be renewed upon its expiration or termination.

The Client shall not be entitled to use the Intellectual Property in violation of these Terms of use or for unauthorized purposes; shall not remove, alter, or obscure any copyright, trademark, or proprietary notices; and shall not transfer, sublicense, or assign its rights to use the Service to any third party.

The Client shall not continue to use the Service after termination or expiration of the Subscription Agreement. Upon termination or expiration of the Subscription Agreement, the Client must cease all use of the Service and delete all copies of the software or related materials in its possession.

Net Info reserves the right to protect its Intellectual Property rights to the fullest extent permitted by law, including by taking legal action against any unauthorized use, reproduction, or distribution of the Intellectual Property.

*Intellectual property of third parties.*

The Service may contain or refer to third-party intellectual property, including, but not limited to, software, trademarks, copyrights, proprietary content, and the like. Any such third-party intellectual property shall remain the exclusive property of its respective owners and may be subject to separate license agreements or terms of use. The Client agrees to comply with all applicable third-party terms when accessing or using such content. Net Info does not grant the Client any rights or licenses to any third-party intellectual property.

## 9. Limitation of Liability.

Net Info provides the Service to the Client **"AS IS"** and **"AS AVAILABLE"** without warranties of any kind, and Net Info hereby expressly declares that it does not provide any warranties, including express, implied or statutory, related to the Service and/or its functionalities. Net Info does not guarantee that the Service will satisfy the requirements of the Client or satisfy his specific or specific needs.

Net Info shall not be liable to the Client and third parties for any direct, indirect damages, lost profits, loss of business or costs for the purchase of substitute services that result from: (a) unauthorized access to or use of the Service, its servers and/or content and/or information stored therein; (b) Client`s inability to use the Service; (c) personal injury or property damage, of any nature, arising out of access to and/or use of the Service;  (d) any errors or omissions in the Service or with respect to any content (including Client`s Content) or loss or damage resulting from the use of content uploaded or otherwise made available on/through the Service; (e) any interruption or termination of access to or from the Service caused by factors beyond the control of Net Info; (f) any bugs, viruses or similar that may be transmitted to or through the Service or a related website by a third party; (g) any violation of these Terms of Use, applicable laws or regulations, or the rights of third parties, including, but not limited to, intellectual property rights; or (h) any claim that the content generated by a user of the Service has caused harm to the Client or to a third party.

Net Info has no obligation to monitor or verify the accuracy, legality or appropriateness of the Customer Content or any content and any liability of Net Info arising from such content is completely excluded.

Notwithstanding the above, in the event that Net Info`s liability is recognized by a final court decision, the maximum aggregate liability of Net Info shall be limited to the damages caused, which are a direct and immediate consequence of the violation, and the amount of compensation due in this case by Net Info shall not be greater than the amount of fees paid or due by the Client to Net Info during the last 3 (three) months,  preceding the date of the claim. The limitation of liability under the preceding sentence shall apply to the fullest extent permitted by law and shall remain in effect notwithstanding any termination of these Terms, the Subscription Agreement or Client`s use of the Service.

Net Info is not responsible for any services provided by third parties, including in relation to content or functionality that may be integrated in, accessed by, or related to the Service.

With respect to the artificial intelligence tools integrated into the Service (such as the ChatGPT API, Gemini API, and the like), these are owned by and developed and provided by third parties – external providers, such as OpenAI, Inc., Google LLC, and others. Net Info shall not be liable in cases where such tools are unavailable, do not function, and/or malfunction in connection with the use of the Service. The Client is informed and agrees that the output of such artificial intelligence tools integrated into the Service is generated by artificial intelligence. Neither Net Info nor the third-party external providers have any obligation to verify or ensure the accuracy or correctness of such outputs. The Client shall be responsible for any use of or reliance upon such outputs. The use of third-party external providers' services may be subject to separate terms and conditions established by the respective third-party providers, and the Client is responsible for reviewing and ensuring compliance with such terms and conditions.

The Client is solely responsible for providing an editorial review with human intervention of the results of the use of the Service, which it makes available to the general public and bears the consequences in case this requirement is not met.

## 10. Indemnification

The Client agrees that it bears full responsibility for its use of the Service and agrees to defend, indemnify, and hold harmless Net Info and its employees, directors, consultants, affiliates, subsidiaries, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) the Client's access to the Service and/or Incoming and/or Outgoing Content; (b) the Client's breach of these Terms, the Subscription Agreement, or the Privacy Policy, or violation of applicable law; (c) the Client's infringement of any third-party rights, including, without limitation, intellectual property rights, rights of publicity, privacy rights, or property rights; or (d) any disputes between the Client and a third party.

The above provisions shall apply and remain in force following the termination, cancellation, or expiration of these Terms of Use, the Subscription Agreement, and/or the use of the Service and/or the Client's Account.

## 11. Termination.

### *Termination by the Client.*

The Client may terminate its subscription in accordance with the terms of the Subscription Agreement concluded between the Client and Net Info.

### *Termination by Net Info.*

Net Info may, at any time, immediately terminate or suspend the Client's right to use and access the Service, and/or terminate the Subscription Agreement, if:

A) The Client violates these Terms and/or the Subscription Agreement and its appendices;
B) The Client does not pay the fees due in connection with the use of the Service;
C) The Client performs any activity that disrupts or damages the operations, infrastructure of the Service and/or other users of the Service;
D) Customer violates any of the prohibitions set forth in Section 4 above or violates applicable laws or regulations related to the use of the Service;

E) The Client violates the applicable legislation in the field of artificial intelligence, including, but not limited to, Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 establishing harmonized rules on artificial intelligence and amending Regulations (EC) No. 300/2008, (EU) No. 167/2013, (EU) No. 168/2013, (EU) 2018/858, (EU) 2018/1139, and (EU) 2019/2144, as well as Directives 2014/90/EU, (EU) 2016/797, and (EU) 2020/1828 (**the Artificial Intelligence Act**).

***Termination effect.***

In case of termination for any reason:

- The Client`s access to the Service will be immediately terminated and the Client will no longer have the right to use the Service;

- all licenses granted to the Client under these Terms of Use and the Subscription Agreement will be immediately revoked;

- Net Info may delete or disable access to any parts of the Client`s Content stored on the servers of the Service (if any), unless otherwise agreed in the Subscription Agreement or unless otherwise provided by law;

In cases of termination of the use of the Service for the reasons stated above, Net Info will make reasonable efforts to notify the Client thereof.

Notwithstanding the above, the Client agrees that once his subscription is terminated, all data stored on the Service may not be recoverable later. Net Info has no obligation to maintain any content (including Client Content) stored in a Net Info database and linked to the Client`s Account, or to forward any content (including Client Content) to Client or any third party. It is the responsibility of the Client to ensure that he has backed up all of his data and content prior to termination. Net Info shall not be liable for any loss or damage resulting from the deletion of data and content following the termination of the Subscription Agreement, regardless of the reasons for this.

***Applicable provisions after subscription termination.***

The suspension or termination of the subscription and access to the Service shall not override the obligations that the Client has under these Terms of Use (including, but not limited to, obligations of payment, compensation and liability) and applicable law and which, by meaning and context, are presumed to continue after such suspension, termination or cancellation.

***Fee refunds.***

Termination of the subscription and/or access to the Service does not entitle the Client to a refund of the fees paid, unless otherwise expressly provided for in these Terms of Use, the Subscription Agreement or in case such is required by law.

***Termination without reason.***

Net Info may at any time terminate the Client`s subscription, respectively the Subscription Agreement, as well as access to the Service, without grounds, by providing the Client with a

written notice of at least 30 (thirty) days. In the case of prepaid fees, Net Info shall refund the prepaid fees covering the period after the date of termination proportionally.

## 12. Force majeure.

Force majeure includes, but is not limited to: Internet malfunctions or problems, data, networks, electrical and telecommunications infrastructure and facilities, mass cyberattacks, cybercrimes, attacks on the network, (D)DoS attacks, power outages, defective goods or software, any acts of nature, lightning or fire, internal disturbances, government measures, mobilization, hostilities, terrorist attacks, transportation obstacles, strikes, closures of factories, business interruptions, delays in deliveries, inability to provide staff (due to illness), epidemics, pandemics, barriers to import and export.

The party that is affected by a force majeure event shall not be deemed to have violated these Terms of Use and shall not be liable to the other party for any delay in the performance of obligations under these Terms of Use (respectively the term of performance shall be extended), if and to the extent that the delay or non-performance is due to a force majeure event. This clause does not apply to obligations to pay sums due.

## 13. Marketing and Client's Brand Use.

By using the Service, Client grants Net Info a limited, non-exclusive, royalty-free and revocable right to use Client's name, logo and trademarks solely for marketing and promotional purposes, including, but not limited to, the Service and Net Info`s website, for marketing presentations and materials.

In the event that the Client wishes to opt out of this right for usage, the Client may notify Net Info in writing, at any time and Net Info will cease to use the Client`s name, logo and/or trademark within a reasonable time.

This clause does not grant Net Info any proprietary rights to the Client`s name, trademark or logo.

## 14. Changes to these Terms of Use.

Net Info reserves the right to change or update these Terms of Use at any time without notice.

The revised current version of these Terms will be published and available on the website of the NEWSBUILD.AI Service. In case of material changes to these Terms, they will be published on the website of the NEWSBUILD.AI Service and will be notified to the Client by email.

Unless otherwise stated, any changes to the Terms of Use shall be effective on the day they are posted on the Service website.

In case the Client does not agree with any of the changes made, he has the right to suspend the use of the Service and terminate its Subscription Agreement, in accordance with the terms of termination specified therein. In case the Client continues to access and/or use the Service after the entry into force of the changes, the Client agrees to be bound by the amended Terms of Use and is considered to have accepted them.

## 15. Links to Third Party Platforms.

The Service may contain links to third-party platforms/websites that are not owned or controlled by Net Info. Net Info has no control and the Client agrees that Net Info is not responsible for the availability of such external sites or resources and does not endorse or be responsible for the content, advertising, products, privacy policies or practices of third-party platforms/websites. In addition, Net Info does not and cannot censor or edit the content of any third-party site. The Client acknowledges and agrees that Net Info shall not be liable for any damage or loss caused to the Client arising from the use of services available through third-party sites.

## 16. Regulation (EU) 2024/1689 (Artificial Intelligence Act).

Net Info provides the Service with built-in general purpose artificial intelligence models/tools, developed by third-party artificial intelligence providers. In this sense, the Service has a clearly defined purpose within the meaning of the Artificial Intelligence Act and based on what is described in these Terms of Use and the Subscription Agreement. In view of this, as of the date of provision, the Service does not constitute a high-risk system within the meaning of the Artificial Intelligence Act.

Customer may not make material changes to the Service, including by modifying, extending or combining it with other systems, data or processes, in a way that changes its purpose.

In the event that the Client makes material changes that alter the purpose of the Service or lead to its classification as a high-risk system within the meaning of the Artificial Intelligence Act or other applicable legislation, the Client shall be deemed to be a provider within the meaning of Regulation (EU) 2024/1689 and shall bear all related obligations and responsibilities.

## 17. Regulation (EU) 2022/2065 (Digital Services Act).

Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the Single Market for Digital Services and amending Directive 2000/31/EC **(the "Digital Services Act/DSA")** aims to ensure a safe, transparent and responsible digital environment for users of information society services**.**

In relation to this Regulation, Net Info cooperates with the competent authorities as provided for in the Digital Services Act and relevant legislation, including with regard to the provision of information (including personal data) and assistance in investigations.

Net Info`s Single Point of Contact for Direct Communication under the Digital Services Act is available at the following email address: [info@newsbuild.ai](mailto:info@newsbuild.ai). Net Info can receive messages to this contact in Bulgarian and English.

The Client accepts and agrees that the Client is responsible for the Content it uploads (Incoming Content) or otherwise submits and processes through the Service. Any content that violates the Digital Services Act, other applicable legislation or these Terms of Use may be subject to removal and may be subject to restriction or termination of the Client`s Account, at the initiative of Net Info. When Net Info removes Client Content or suspends or terminates Client`s Account, Net Info will inform the Client by email (provided that it has its current contact details) about the reasons for the actions taken and provide the Client with information about the available legal remedies.

*Notification of illegal content.*

If any natural or legal person has data on the availability of specific information and/or content on the Service that they consider to be illegal content, they can contact Net Info at the following email address: [info@newsbuild.ai](mailto:info@newsbuild.ai) and to submit a report containing a sufficiently substantiated explanation of the reasons why the person claims that the information in question has illegal content.

When the notification contains the electronic contact information of the natural or legal person who submitted it, Net Info sends a timely confirmation of receipt of the notification to that natural or legal person. Net Info notifies the person of the decision taken in connection with the alert, providing information about the possibilities for legal protection in this regard.

Irrespective of the procedure set out above, any person may report to the competent public authorities suspected illegal content or activity in order to protect their rights.

**18. Entire Agreement.**

These Terms of Use, together with the Privacy Policy and the Subscription Agreement and all appendices thereto, constitute the entire agreement between the Client and Net Info with respect to the Client`s use of the Service.

If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The failure of either party to enforce any right or provision of these Terms of Use shall not be deemed a waiver of such right or provision.

**19. Governing Law and Jurisdiction.**

These Terms of Use shall be governed by and construed in accordance with Bulgarian law. Any dispute arising out of or in connection with these Terms of Use shall be resolved by the competent Bulgarian court in the city of Sofia.

**20. Net Info Contact Information**

**NET INFO EAD**
Contact address: ul. 10 Nedelcho Bonchev Street, 1528 Sofia, Bulgaria
Email: [info@newsbuild.ai](mailto:info@newsbuild.ai)

*These Terms of Use are effective as of 01.02.2026.*