

Europe Terms of Use

Effective: 2025-04-01

These Terms of Use apply if you reside in the European Economic Area (EEA), Switzerland, or UK.

These Terms of Use (“Terms”) apply to your use of BAI and BAI’s other services for individuals, along with any associated software applications, technology and websites (“Services”), including personal, non-commercial use of our Services by consumers. You form a contract with us when you confirm that you accept these Terms or when you otherwise use the Services.

Our Privacy Policy – Annex I explains how we collect and use personal information. Although it does not form part of these Terms, it is an important document that you should read.

Who we are

Behaim IT Solutions LLC (Behaim) is an AI research and deployment company. Our mission is to ensure that artificial general intelligence benefits all of humanity. For more information about Behaim, please visit www.behaimits.com. Our Services are provided to you by:

- *Behaim IT Solutions s.r.o.*, a company incorporated in the Czech Republic with its registered office at Horní náměstí 371/1, 779 00 Olomouc, Czech Republic and company number 24182818, if you are resident in the EEA or Switzerland.
- *Behaim IT Solutions LLC.*, a Indiana company with its registered office at 1455 3rd Street, San Francisco, CA 94158, United States and company number 7063675, if you are resident in the UK.

Additional Service-specific Terms

Depending on the specific Service or features you use, additional Service-specific terms and policies may apply to your use of our Services. The key ones to be aware of, and which form part of these Terms, are described below:

- Usage Policy – Annex II: these policies explain how you may use our Services and Content.
- Service Terms – Annex III.: these terms apply when you use certain Services or features.

Registration and access

Minimum age. You must be at least 13 years old or the minimum age required in your country to consent to use the Services. If you are under 18, you must have your parent or

legal guardian's permission to use the Services and ask them to read these Terms with you.

Registration. You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account. If you create an account or use the Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

Using our Services

What you can do. Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws as well as the Service-specific terms and policies listed above.

What you cannot do. You may not use our Services for any illegal, harmful, or abusive activity. For example, you are prohibited from:

- Using our Services in a way that infringes, misappropriates or violates anyone's rights.
- Modifying, copying, leasing, selling or distributing any of our Services.
- Attempting to or assisting anyone to reverse engineer, decompile or discover the source code or underlying components of our Services, including our models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law).
- Automatically or programmatically extracting data or Output (defined below).
- Representing that Output was human-generated when it was not.
- Interfering with or disrupting our Services, including circumventing any rate limits or restrictions or bypassing any protective measures or safety mitigations we put on our Services.
- Using Output to develop models that compete with Behaim.

Software. Our Services may allow you to download software, such as mobile applications, which may update automatically to ensure you're using the latest version. Our software may include open source software that is governed by its own licenses that we've made available to you.

Corporate domains. If you create an account using an email address owned by an organization (for example, your employer), that account may be added to the organization's business account with us, in which case we will provide notice to you so that you can help facilitate the transfer of your account (unless your organization has already provided notice to you that it may monitor and control your account). Once your account is transferred, the organizations' administrator will be able to control your account, including being able to access Content (defined below) and restrict or remove your access to the account.

Third party Services. Our services may include third party software, products, or services, (“Third Party Services”) and some parts of our Services, like our browse feature, may include output from those services (“Third Party Output”). Third Party Services and Third Party Output are subject to their own terms, and we are not responsible for them.

Feedback. We appreciate your feedback about our Services, but you agree that we may use it to provide, maintain, develop, and improve our Services, without compensation to you.

Content

Your content. You may provide input to the Services (“**Input**”) and receive output from the Services based on the Input (“**Output**”). Input and Output are collectively “**Content**”. You are responsible for Content, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licenses, and permissions needed to provide Input to our Services.

Ownership of content. As between you and Behaim IT Solutions, and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) own the Output. We hereby assign to you all our right, title, and interest, if any, in and to Output.

Similarity of content. Due to the nature of our Services and artificial intelligence generally, Output may not be unique and other users may receive similar output from our Services. Our assignment above does not extend to other users’ output or any Third Party Output.

Our use of content. We can use your Content worldwide to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies and keep our Services safe.

Opt out. If you do not want us to use your Content to train our models, you have the option to opt out by updating your account settings. Further information can be requested at bai@behaimits.com. Please note that in some cases this may limit the ability of our Services to better address your specific use case.

Accuracy. Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services may in some situations result in Output that does not accurately reflect real people, places, or facts.

When you use our Services you understand and agree:

- Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.
- You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.
- Our Services may provide incomplete, incorrect, or offensive Output that does not represent Behaim IT Solution's views. If Output references any third party products or services, it doesn't mean the third party endorses or is affiliated with Behaim IT Solutions.

Our IP rights

We and our affiliates own all rights, title, and interest in and to the Services. You may only use our name and logo <https://www.behaimits.com/wp-content/uploads/2025/01/bai-logo-w.png>.

Paid accounts

Paid subscriptions. Some of our Services allow you to purchase paid subscriptions to benefit from enhanced features and functionalities (the “**Benefits**”). The exact nature of the Benefits differs between Services and will be made clear to you before purchase. You can manage your paid subscription from your account settings.

Fees: All charges, including subscription fees, will be made clear to you before purchase.

Billing. If you sign-up for a paid subscription or purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received.

Cooling off period. You are entitled to cancel your purchase and request a refund without stating the reason during the 14 days following the date of your purchase (the “**Cooling Off Period**”). The refund will cover the relevant subscription fee prorated from the date you request cancellation to the end of the relevant subscription period you have paid for. To cancel and request a refund please email us at bai@behaimits.com or fill out

and send us the [Model Withdrawal Form.docx](#) or alternatively you may complete the model withdrawal form as described under **Termination and Suspension** below.

Cancellation. Following the Cooling Off Period, you can cancel your paid subscription at any time by updating your account settings. You will not be charged after you cancel your paid subscription. You will continue to have access to the Benefits until the end of the subscription period you have paid for, at which point your cancellation will become effective. Unless we specify otherwise, you will not receive a refund or service credit for any days between the day you cancel and the last day of the subscription period you have paid for.

Changes. We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days' notice and any price increase will take effect on your next renewal so that you can cancel if you do not agree to the price increase.

Termination and suspension

Your rights. You can stop using our Services and end your relationship with Behaim at any time by simply closing your account and stopping your use of the Services. Ask for instructions for how to do this at bai@behaimits.com.

EEA consumer withdrawal right. If you are an EEA-based consumer, you can close your account and withdraw from these Terms within 14 days of accepting them by contacting bai@behaimits.com or filling out and sending us the [Model Withdrawal Form.docx](#).

Behaim IT Solutions rights. We may take action to suspend or terminate your access to our Services or close your account if we determine, acting reasonably and objectively:

- You breached these Terms or our Usage Policy.- Annex II
- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to Behaim, our users, or anyone else.
- Your account has been inactive for over a year and you do not have a paid account.

Notice. If we terminate your account, we will make reasonable efforts to notify you in advance so you can export your Content or your data from the Services, unless it is not appropriate for us to do so, we reasonably believe that continued access to your

account will cause damage to Behaim or anyone else, or we are legally prohibited from doing so.

Appeals. If you believe we have suspended or terminated your account in error, you can file an appeal with us by contacting at bai@behaimits.com.

Our commitments to you

How we provide the Services. We commit to provide the Services to you with reasonable skill and care and to act with professional diligence. We do not promise to offer the Services forever or in their current form for any particular period of time.

Liability. Provided that we have acted with professional diligence, we do not take responsibility for loss or damage caused by us, unless it is:

- caused by our breach of these Terms or
- reasonably foreseeable at the time of entering into these Terms.

We do not take responsibility for loss or damage caused by events beyond our reasonable control. We do not exclude or limit our liability to you in any way where it would be unlawful for us to do so. You still have the full protections of the laws applicable to you.

Statutory rights. You have certain statutory rights that cannot be limited or excluded by a contract like these Terms or that you are legally entitled to, for example, by virtue of being a consumer. These Terms are in no way intended to affect or restrict those rights.

EEA consumer guarantee. If you are an EEA-based consumer, then EEA consumer laws provide you with a legal guarantee covering the Services.

Dispute resolution

Concerns. If we have a dispute, we would first like to understand and try to address your concerns before any formal legal action. To share your concerns you can contact us through this email: bai@behaimits.com?

Court. If we cannot resolve our dispute, you or we can go to your local courts.

EEA consumer alternative dispute resolution. If you reside in the EEA, you can also raise the dispute with an alternative dispute resolution body via the European Commission's Online Dispute Resolution (ODR) Platform, which you can access at <https://ec.europa.eu/consumers/odr>(opens in a new window).

Copyright complaints

If you believe that your intellectual property rights have been infringed, please send notice to the address below or at bai@behaimits.com. We may delete or disable content alleged to be infringing and may terminate accounts of repeat infringers.

*Behaim IT Solutions LLC
625 West Adams Floor 19
Chicago, IL 60661*

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the allegedly infringing material is located on our site so we can find it;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

General terms

Assignment. You may not assign or transfer any rights or obligations under these Terms. We may assign or transfer our rights or obligations under these Terms to any affiliate or subsidiary or any successor in interest of any business associated with our Services. If we do, any rights you have as a consumer will not be affected. If you are not satisfied, you have the right to terminate your relationship with Behaim IT Solutions and stop using our Services at any time.

Changes to these Terms or our Services. We are continuously working to develop and improve our Services. We may update these Terms or our Services accordingly from time to time. For example, we may make changes to these Terms or the Services due to:

- Changes to the law or regulatory requirements.
- Security or safety reasons.
- Circumstances beyond our reasonable control.
- Changes we make in the usual course of developing our Services.
- To adapt to new technologies.
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We will give you at least 30 days advance notice of changes that materially adversely impact you and the date that they will come into force either via email or an in-product notification. Any changes will only apply to our relationship going forward. If you do not agree to the changes, you must stop using our Services.

Delay in enforcing these Terms. If we or you delay enforcing a provision of these Terms, either of us can still enforce it later, and it will not prevent us or you from taking steps against the other at a later date. If any part of these Terms is determined to be invalid or unenforceable, it will not affect the enforceability of any other part of these Terms.

Trade controls. You must comply with all applicable trade laws, including sanctions and export control laws. Our Services may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. embargoed country or territory or (b) any individual or entity with whom dealings are prohibited or restricted under applicable trade laws. Our Services may not be used for any end use prohibited by applicable trade laws, and your Input may not include material or information that requires a government licence for release or export.

Governing law. The law of the jurisdiction where you are a resident will govern these Terms.

Business use of the Services addendum

Commercial and business use. If you use our Services for commercial or business use, the following terms apply. In the event of a conflict between this **Business Use of the Services Addendum** and the rest of these Terms, this Addendum shall take precedence.

Limitation of liability. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR

ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.

BEHAIM'S AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ADDENDUM.

Indemnity. If you are a business or organisation, to the extent permitted by law, you will indemnify and hold harmless us, our affiliates, and our personnel, from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to your use of the Services and Content or any violation of these Terms.

Governing law (business use). California law will govern these Terms except for its conflicts of laws principles. All claims arising out of or relating to these Terms will be brought exclusively in the federal or state courts of San Francisco, California.

Annex - I

Europe privacy policy

For individuals outside the European Economic Area, United Kingdom, and Switzerland, you can read this version [Privacy policy 1.0.docx](#) of our Privacy Policy

We at Behaim IT Solutions LLC (together with our affiliates, “Behaim”, “we”, “our” or “us”) respect your privacy and are strongly committed to keeping secure any information we obtain from you or about you. This Privacy Policy describes our practices with respect to Personal Data that we collect from or about you when you use our website, applications, and services (collectively, “Services”).

This Privacy Policy does not apply to content that we process on behalf of customers of our business offerings, such as our API. Our use of that data is governed by our customer agreements covering access to and use of those offerings.

1. Data controller

If you live in the European Economic Area (EEA) or Switzerland, Behaim IT Solutions s.r.o., with its registered office at Horní náměstí 371/1, 779 00 Olomouc, Czech Republic, is the controller and is responsible for the processing of your Personal Data as described in this Privacy Policy.

If you live in the UK, Behaim IT Solutions LLC, with its registered office at 1960 Bryant Street, San Francisco, California 94110, United States, is the controller and is responsible for the processing of your Personal Data as described in this Privacy Policy.

2. Personal Data we collect

We collect personal data relating to you (“Personal Data”) as follows:

Personal Data You Provide: We collect Personal Data if you create an account to use our Services or communicate with us as follows:

- *Account Information:* When you create an account with us, we will collect information associated with your account, including your name, contact information, account credentials, date of birth, payment information, and transaction history, (collectively, “Account Information”).
- *User Content:* We collect Personal Data that you provide in the input to our Services (“Content”), including your prompts and other content you upload, such as files, images and audio, depending on the features you use.

- *Communication Information:* If you communicate with us, such as via email or our pages on social media sites, we may collect Personal Data like your name, contact information, and the contents of the messages you send (“Communication Information”).
- *Other Information You Provide:* We collect other information that you may provide to us, such as when you participate in our events or surveys or provide us with information to establish your identity or age (collectively, “Other Information You Provide”).

Personal Data We Receive from Your Use of the Services: When you visit, use, or interact with the Services, we receive the following information about your visit, use, or interactions (“Technical Information”):

- *Log Data:* We collect information that your browser or device automatically sends when you use our Services. Log data includes your Internet Protocol address, browser type and settings, the date and time of your request, and how you interact with our Services.
- *Usage Data:* We collect information about your use of the Services, such as the types of content that you view or engage with, the features you use and the actions you take, as well as your time zone, country, the dates and times of access, user agent and version, type of computer or mobile device, and your computer connection.
- *Device Information:* We collect information about the device you use to access the Services, such as the name of the device, operating system, device identifiers, and browser you are using. Information collected may depend on the type of device you use and its settings.
- *Location Information:* We may determine the general area from which your device accesses our Services based on information like its IP address for security reasons and to make your product experience better, for example to protect your account by detecting unusual login activity or to provide more accurate responses. In addition, some of our Services allow you to choose to provide more precise location information from your device, such as location information from your device’s GPS
- *Cookies and Similar Technologies:* We use cookies and similar technologies to operate and administer our Services and improve your experience. If you use our Services without creating an account, we may store some of the information described in this policy with cookies, for example to help maintain your preferences across browsing sessions.

Information We Receive from Other Sources: We receive information from our trusted partners, such as security partners, to protect against fraud, abuse, and other security threats to our Services, and from marketing vendors who provide us with information about potential customers of our business services.

We also collect information from other sources, like information that is publicly available on the internet, to develop the models that power our Services.

3. How we use Personal Data

We may use Personal Data for the following purposes:

- To provide analyze, and maintain our Services, for example to respond to your questions for BAI;
- To improve and develop our Services and conduct research, for example to develop new product features;
- To communicate with you, including to send you information about our Services and events, for example about changes or improvements to the Services;
- To prevent fraud, illegal activity, or misuses of our Services, and to protect the security of our systems and Services;
- To comply with legal obligations and to protect the rights, privacy, safety, or property of our users, Behaim, or third parties.

We may also aggregate or de-identify Personal Data so that it no longer identifies you and use this information for the purposes described above, such as to analyze the way our Services are being used, to improve and add features to them, and to conduct research. We will maintain and use de-identified information in de-identified form and not attempt to reidentify the information, unless required by law.

As noted above, we may use Content you provide us to improve our Services.

4. Disclosure of Personal Data

We may disclose your Personal Data in the following circumstances:

- *Vendors and Service Providers:* To assist us in meeting business operations needs and to perform certain services and functions, we may disclose Personal Data to vendors and service providers, including providers of hosting services, customer service vendors, cloud services, content delivery services, support and safety monitoring services, email communication software, web analytics services, payment and transaction processors, and other information technology providers. Pursuant to our instructions, these parties will access, process, or store Personal Data only in the course of performing their duties to us.
- *Business Transfers:* If we are involved in strategic transactions, reorganization, bankruptcy, receivership, or transition of service to another provider (collectively, a “Transaction”), your Personal Data may be disclosed in the diligence process with counterparties and others assisting with the Transaction and transferred to a successor or affiliate as part of that Transaction along with other assets.

- *Government Authorities or Other Third Parties:* We may share your Personal Data, including information about your interaction with our Services, with government authorities, industry peers, or other third parties in compliance with the law (i) if required to do so to comply with a legal obligation, or in the good faith belief that such action is necessary to comply with a legal obligation, (ii) to protect and defend our rights or property, (iii) if we determine, in our sole discretion, that there is a violation of our terms, policies, or the law; (iv) to detect or prevent fraud or other illegal activity; (v) to protect the safety, security, and integrity of our products, employees, users, or the public, or (vi) to protect against legal liability.
- *Affiliates:* We may disclose Personal Data to our affiliates, meaning an entity that controls, is controlled by, or is under common control with Behaim. Our affiliates may use this Personal Data in a manner consistent with this Privacy Policy.
- *Business Account Administrators:* When you join a BAI Enterprise or business account, the administrators of that account may access and control your Behaim account, including being able to access your Content. In addition, if you create an account using an email address belonging to your employer or another organization, we may share the fact that you have an account and certain account information, such as your email address, with your employer or organization to, for example, enable you to be added to their business account.
- *Other Users and Third Parties You Interact or Share Information With:* Certain features allow you to interact or share information with other users or third parties. For example, you can share BAI conversations with other users. You can also send information to third-party applications, such as via custom actions for BAIs, or for searching the web to help answer questions that benefit from more recent information. Information you share with third parties is governed by their own terms and privacy policies, and you should make sure you understand those terms and policies before sharing information with them.

5. Retention

We'll retain your Personal Data for only as long as we need in order to provide our Services to you, or for other legitimate business purposes such as resolving disputes, safety and security reasons, or complying with our legal obligations. How long we retain Personal Data will depend on a number of factors, such as:

- Our purpose for processing the data (such as whether we need to retain the data to provide our Services);
- The amount, nature, and sensitivity of the information;
- The potential risk of harm from unauthorized use or disclosure;
- Any legal requirements that we are subject to.

In some cases, the length of time we retain data depends on your settings.

6. Your rights

You have the following statutory rights in relation to your Personal Data:

- Access your Personal Data and information relating to how it is processed.
- Delete your Personal Data from our records.
- Rectify or update your Personal Data.
- Transfer your Personal Data to a third party (right to data portability).
- Restrict how we process your Personal Data.
- Withdraw your consent—where we rely on consent as the legal basis for processing at any time.
- Lodge a complaint with your local data protection authority (see below).

You have the following rights to object:

- Object to our processing of your Personal Data for direct marketing at any time.
- Object to how we process your Personal Data when our processing is based on legitimate interests.

You can exercise some of these rights through your Behaim account. If you are unable to exercise your rights through your account, please send your request to mail.

We hope that we are able to address any questions or concerns you may have. If you have any unresolved complaints with us, you can reach out to the your [local supervisory authority\(opens in a new window\)](#). For any unresolved complaints relating to the UK you can reach out to the [Information Commissioner's Office\(opens in a new window\)](#) and for Switzerland, to the [Federal Data Protection and Information Commissioner\(opens in a new window\)](#).

A note about accuracy: Services like BAI generate responses by reading a user's request and, in response, predicting the words most likely to appear next. In some cases, the words most likely to appear next may not be the most factually accurate. For this reason, you should not rely on the factual accuracy of output from our models. If you notice that BAI output contains factually inaccurate information about you and you would like to request a correction or removal of the information, you can submit these requests to mail and we will consider your request based on applicable law and the technical capabilities of our models.

7. Children

Our Services are not directed to, or intended for, children under 13. We do not knowingly collect Personal Data from children under 13. If you have reason to believe that a child under 13 has provided Personal Data to BAI through the Services, please email us at bai@behaimits.com. We will investigate any notification and, if appropriate, delete the Personal Data from our systems. Users under 18 must have permission from their parent or guardian to use our Services.

8. Security

We implement commercially reasonable technical, administrative, and organizational measures designed to protect Personal Data from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, no Internet or email transmission is ever fully secure or error free. Therefore, you should take special care in deciding what information you provide to the Services. In addition, we are not responsible for circumvention of any privacy settings or security measures contained on the Service, or third-party websites.

9. Legal bases for processing

Purpose of processing	Type of Personal Data processed, depending on the processing activity	Legal basis, depending on the process activity
To provide, analyze, and maintain our Services	<ul style="list-style-type: none"> • Account Information • User Content • Communication Information • Other Information You Provide • Log Data • Usage Data • Device Information • Location Information • Cookies and Similar Technologies 	Where necessary to perform a contract with you, such as processing a user's prompts to provide a response.
To improve and develop our Services and conduct research	<ul style="list-style-type: none"> • Account Information • User Content • Communication Information • Other Information You Provide • Data We Receive From Other Sources • Log Data • Usage Data • Device Information • Cookies and Similar Technologies 	Where necessary for our legitimate interests and those of third parties and broader society, including in developing, improving, or promoting our Services, such as when we train and improve our models.
To communicate with you, including to send you information about our Services and events	<ul style="list-style-type: none"> • Account Information • Communication Information • Social Media Information • Other Information You Provide 	Where necessary to perform a contract with you, such as processing your contact information to send you a technical announcement about the Services.

	<ul style="list-style-type: none"> • Log Data • Usage Data • Device Information • Cookies and Similar Technologies 	Your consent when we ask for it to process your Personal Data for a specific purpose that we communicate to you, such as processing your contact information to send you certain forms of marketing communications.
To prevent fraud, illegal activity, or misuses of our Services, and to protect the security of our systems and Services	<ul style="list-style-type: none"> • Account Information • User Content • Communication Information • Social Media Information • Other Information You Provide • Data We Receive From Other Sources • Log Data • Usage Data • Device Information • Cookies and Similar Technologies 	<p>Where necessary to comply with a legal obligation.</p> <p>Where we are not under a specific legal obligation, where necessary for our legitimate interests and those of third parties, including in protecting our Services from abuse, fraud, or security risks, such as processing data from security partners to protect against fraud, abuse and security threats in our Services.</p>
To comply with legal obligations and to protect the rights, privacy, safety, or property of our users, Behaim, or third parties	<ul style="list-style-type: none"> • Account Information • User Content • Communication Information • Social Media Information • Other Information You Provide • Data We Receive From Other Sources • Log Data • Usage Data • Device Information • Cookies and Similar Technologies 	<p>Where necessary to comply with a legal obligation, such as retaining transaction information to comply with record-keeping obligations.</p> <p>Where we are not under a specific legal obligation, where necessary for our legitimate interests and those of third parties and broader society, including in protecting our or our affiliates', users', or third parties' rights, safety, and property, such as analyzing log data to identify fraud and abuse in our Services.</p>

10. Data transfers

Behaim processes your Personal Data on servers located outside of the EEA, Switzerland and the UK for the purposes described in this Privacy Policy. This includes processing and storing your Personal Data in our facilities and servers in the United States. While data protection law varies by country and these countries may not offer the same level of data protection as your home country, we apply the protections described in this policy to your Personal Data regardless of where it is processed. When transferring Personal Data outside of the EEA, Switzerland or the UK, we rely on the following transfer mechanisms to comply with applicable data protection law:

- We rely on the European Commission's [adequacy decisions](#)[\(opens in a new window\)](#) pursuant to Article 45(1) GDPR when transferring your Personal Data to any country that has been considered to provide an adequate level of protection.
- For other jurisdictions, we rely on the Standard Contractual Clauses ("SCCs") as approved by the European Commission pursuant to Article 46(2)(c) GDPR and on the UK Data Transfer Addendum.

For more information or to obtain a copy of the appropriate safeguards we have in place when transferring Personal Data, please contact us at mail.

11. Changes to the privacy policy

We may update this Privacy Policy from time to time. When we do, we will publish an updated version and effective date on this page, unless another type of notice is required by applicable law.

12. How to contact us

Please contact support bai@behaimits.com if you have any questions or concerns not already addressed in this Privacy Policy. Alternatively, you can write to us at mail or the address above under Section 1 (Data Controller).

Annex II

Usage policies

We aim for our tools to be used safely and responsibly, while maximizing your control over how you use them. By using our services, you agree to adhere to our policies.

We have established universal policies applicable to all our services, as well as specific policies for builders who use BAI or our API to create applications for themselves or others. Violating our policies could result in action against your account, up to suspension or termination. We also work to make our models safer and more useful, by training them to refuse harmful instructions and reduce their tendency to produce harmful content.

We believe that learning from real-world use is a critical component of creating and releasing increasingly safe AI systems. We cannot predict all beneficial or abusive uses of our technology, so we proactively monitor for new abuse trends. Our policies will evolve based on what we learn over time.

Universal Policies

To maximize innovation and creativity, we believe you should have the flexibility to use our services as you see fit, so long as you comply with the law and don't harm yourself or others. When using any Behaim service, like BAI and the BAI API, these rules apply:

1. **Comply with applicable laws**—for example, do not:
 1. Compromise the privacy of others
 2. Engage in regulated activity without complying with applicable regulations
 3. Promote or engage in any illegal activity, including the exploitation or harm of children and the development or distribution of illegal substances, goods, or services
 4. Use subliminal, manipulative, or deceptive techniques that distort a person's behavior so that they are unable to make informed decisions in a way that is likely to cause harm
 5. Exploit any vulnerabilities related to age, disability, or socio-economic circumstances
 6. Create or expand facial recognition databases without consent
 7. Conduct real-time remote biometric identification in public spaces for law enforcement purposes
 8. Evaluate or classify individuals based on their social behavior or personal traits (including social scoring or predictive profiling) leading to detrimental or unfavorable treatment
 9. Assess or predict the risk of an individual committing a criminal offense based solely on their personal traits or on profiling

10. Infer an individual's emotions in the workplace and educational settings, except when necessary for medical or safety reasons
 11. Categorize individuals based on their biometric data to deduce or infer sensitive attributes such as their race, political opinions, religious beliefs, or sexual orientation
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2. **Don't use our service to harm yourself or others**—for example, don't use our services to promote suicide or self-harm, develop or use weapons, injure others or destroy property, or engage in unauthorized activities that violate the security of any service or system.
 3. **Don't repurpose or distribute output from our services to harm others**—for example, don't share output from our services to defraud, scam, spam, mislead, bully, harass, defame, discriminate based on protected attributes, sexualize children, or promote violence, hatred or the suffering of others.
 4. **Respect our safeguards**—don't circumvent safeguards or safety mitigations in our services unless supported by Behaim.

We report apparent child sexual abuse material (CSAM) to the National Center for Missing and Exploited Children.

Building with the Behaim API Platform

The Behaim Platform allows you to build entirely custom applications. As the developer of your application, you are responsible for designing and implementing how your users interact with our technology.

We recognize that our API introduces new capabilities with scalable impact, so we have service-specific policies that apply to all use of our APIs in addition to our Universal Policies:

1. Don't compromise the privacy of others, including:
 1. Collecting, processing, disclosing, inferring or generating personal data without complying with applicable legal requirements
 2. Using biometric systems for identification or assessment, including facial recognition
 3. Facilitating spyware, communications surveillance, or unauthorized monitoring of individuals
2. Don't perform or facilitate the following activities that may significantly impair the safety, wellbeing, or rights of others, including:
 1. Providing tailored legal, medical/health, or financial advice without review by a qualified professional and disclosure of the use of AI assistance and its potential limitations

2. Making high-stakes automated decisions in domains that affect an individual's safety, rights or well-being (e.g., law enforcement, migration, management of critical infrastructure, safety components of products, essential services, credit, employment, housing, education, social scoring, or insurance)
 3. Facilitating real money gambling or payday lending
 4. Engaging in political campaigning or lobbying, including generating campaign materials personalized to or targeted at specific demographics
 5. Deterring people from participation in democratic processes, including misrepresenting voting processes or qualifications and discouraging voting
3. Don't misuse our platform to cause harm by intentionally deceiving or misleading others, including:
 1. Generating or promoting disinformation, misinformation, or false online engagement (e.g., comments, reviews)
 2. Impersonating another individual or organization without consent or legal right
 3. Engaging in or promoting academic dishonesty
 4. Failing to ensure that automated systems (e.g., chatbots) disclose to people that they are interacting with AI, unless it's obvious from the context
 4. Don't build tools that may be inappropriate for minors, including:
 1. Sexually explicit or suggestive content. This does not include content created for scientific or educational purposes.

Building with BAI

Shared BAIs allow you to use BAI to build experiences for others. Because your BAI's users are also Behaim users, when building with BAI, we have the following service-specific policies in addition to our Universal Policies:

1. Don't compromise the privacy of others, including:
 1. Collecting, processing, disclosing, inferring or generating personal data without complying with applicable legal requirements
 2. Soliciting or collecting the following sensitive identifiers, security information, or their equivalents: payment card information (e.g. credit card numbers or bank account information), government identifiers (e.g. SSNs), API keys, or passwords
 3. Using biometric identification systems for identification or assessment, including facial recognition
 4. Facilitating spyware, communications surveillance, or unauthorized monitoring of individuals
2. Don't perform or facilitate the following activities that may significantly affect the safety, wellbeing, or rights of others, including:

1. Taking unauthorized actions on behalf of users
 2. Providing tailored legal, medical/health, or financial advice
 3. Making automated decisions in domains that affect an individual's rights or well-being (e.g., law enforcement, migration, management of critical infrastructure, safety components of products, essential services, credit, employment, housing, education, social scoring, or insurance)
 4. Facilitating real money gambling or payday lending
 5. Engaging in political campaigning or lobbying, including generating campaign materials personalized to or targeted at specific demographics
 6. Deterring people from participation in democratic processes, including misrepresenting voting processes or qualifications and discouraging voting
3. Don't misinform, misrepresent, or mislead others, including:
1. Generating or promoting disinformation, misinformation, or false online engagement (e.g., comments, reviews)
 2. Impersonating another individual or organization without consent or legal right
 3. Engaging in or promoting academic dishonesty
 4. Using content from third parties without the necessary permissions
 5. Misrepresenting or misleading others about the purpose of your BAI
4. Don't build tools that may be inappropriate for minors, including:
1. Sexually explicit or suggestive content. This does not include content created for scientific or educational purposes.
5. Don't build tools that target users under 13 years of age.

We use a combination of automated systems, human review, and user reports to find and assess BAIs that potentially violate our policies. Violations can lead to actions against the content or your account, such as warnings, sharing restrictions, or ineligibility for inclusion in BAI Store or monetization.

Annex III.

Service terms

These Service Terms govern your use of the Services. Capitalized terms not defined here will have the meanings in the Terms of Use, [Business terms template.docx](#) or other agreement you have with us governing your use of the Services (“Agreement”). If there is a conflict between the Service Terms and your Agreement, the Service Terms will control. For purposes of these Terms, “Content” includes “Customer Content.”

1. API

Behaim’s indemnification obligations to API customers under the Agreement include any third party claim that Customer’s use or distribution of Output infringes a third party’s intellectual property right. This indemnity does not apply where: (i) Customer or Customer’s End Users knew or should have known the Output was infringing or likely to infringe, (ii) Customer or Customer’s End Users disabled, ignored, or did not use any relevant citation, filtering or safety features or restrictions provided by Behaim, (iii) Output was modified, transformed, or used in combination with products or services not provided by or on behalf of Behaim, (iv) Customer or its End Users did not have the right to use the Input or fine-tuning files to generate the allegedly infringing Output, (v) the claim alleges violation of trademark or related rights based on Customer’s or its End Users’ use of Output in trade or commerce, and (vi) the allegedly infringing Output is from content from a Third Party Offering.

2. Beta Services

This section governs your use of services or features that Behaim offers on an alpha, preview, early access, or beta basis (“Beta Services”). Beta Services are offered “as-is” to allow testing and evaluation and are excluded from any indemnification obligations Behaim may have to you.

Behaim makes no representations or warranties for Beta Services, including any warranty that Beta Services will be generally available, uninterrupted or error-free, or that Content will be secure or not lost or damaged. Except to the extent prohibited by law, Behaim expressly disclaims all warranties for Beta Services, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

3. BAI Enterprise and Team

(a) Administrators. BAI Enterprise and Team accounts are managed by End Users with administrative privileges (“Administrators”). Administrators may be able to add, remove and suspend End Users’ access to the organization’s workspace. In addition, BAI Enterprise Administrators may be able to (a) access, share and remove Content; and (b) access logging and information about End Users’ use of BAI Enterprise. Customers are responsible for obtaining and maintaining all necessary consents from End Users to take the actions above and to allow Behaim to deliver the Services.

(b) Output indemnity. Behaim’s indemnification obligations to BAI Enterprise customers under the Agreement include claims that Customer’s use or distribution of Output infringes a third party’s intellectual property right. This indemnity does not apply where: (i) Customer or Customer’s End Users knew or should have known the Output was infringing or likely to infringe, (ii) Customer or Customer’s End Users disabled, ignored, or did not use any relevant citation, filtering or safety features or restrictions provided by Behaim, (iii) Output was modified, transformed, or used in combination with products or services not provided by or on behalf of Behaim, (iv) Customer or its End Users did not have the right to use the Input or fine-tuning files to generate the allegedly infringing Output, (v) the claim alleges violation of trademark or related rights based on Customer’s or its End Users’ use of Output in trade or commerce, and (vi) the allegedly infringing Output is from content from a Third Party Offering.

4. Code Generation

Output generated by code generation features of our Services may be subject to third party licenses, including, without limitation, open-source licenses.

5. BAIs

Users can create and share access to their own customized versions of BAI called “BAIs”.

For Builders of BAIs:

(a) BAI Content. The information or content that you upload to or include with your BAI (for example your BAI name, instructions, and description) (“BAI Content”) is your Content. As between you and Behaim, you are solely responsible for your BAI Content, Actions, and configurations that you use or enable to create your BAI as well as any Output that is based on your BAI Content, Actions, and configurations. You must ensure your BAI complies with the Agreement and our Usage Policies – Annex III Terms of Use.

(b) Distribution and Promotion of BAIs. By sharing your BAI with others, you grant a nonexclusive, worldwide, irrevocable, royalty-free license: (i) to Behaim to use, test, store, copy, translate, display, modify, distribute, promote, and otherwise make

available to other users all or any part of your BAI (including BAI Content); and (ii) to the extent Output from your BAI includes your BAI Content, to users of your BAI to use, store, copy, display, distribute, prepare derivative works of and otherwise use your BAI Content. You will ensure that all information that you publish about your BAI is, at all times, complete, accurate, and not misleading.

(c) Actions. Any API, website, or service that interacts with a BAI (an “Action”) is subject to our [Plugins and Actions Terms](#) and you are responsible for ensuring that any Action included with your BAI operates in compliance with those terms.

(d) Removal. We may reject or remove any BAI from our Services at any time for any reason without notice to you, such as for legal or security reasons or if your BAI violates our Terms.

For Users of BAIs:

(a) Third Party BAIs. Except where Behaim is identified as the builder of a BAI, BAIs are created by other users and they may rely on content or third party applications that are not controlled by Behaim. Use of “BAI” in the name of a BAI created by other users does not imply that Behaim created, supports or endorses the BAI. Only use BAIs that you know and trust.

(b) Actions. BAIs may allow you to interact with Actions. Those Actions are subject to our terms for Plugins and Actions below.

(c) Changes and Removal. Behaim and creators of BAIs can remove BAIs at any time for any reason without prior notice.

6. Plugins and Actions

(a) Overview. Plugins and Actions (together “Plugins”) are features in BAI that allow you to send instructions to and receive information from another application or website (“Application”) while using our Services. Each Plugin is made available by the developer of the Application, which is typically a third party not affiliated with Behaim. You may take action on an Application through one or more Plugins. For example, you may enable a plugin for a restaurant reservation website to request a reservation via the Services. You are solely responsible for the actions you take using Plugins. You must manually enable each plugin, which allows the applicable Service to access and use the enabled plugin. Behaim may (but will have no obligation) to review, refuse, or remove Applications from BAI. However, by using Plugins, you may be exposed to Applications or content that you may find offensive, inappropriate or objectionable. You agree that you use Plugins at your own risk. DO NOT ENABLE A PLUGIN UNLESS YOU KNOW AND TRUST THE UNDERLYING APPLICATION AND HAVE REVIEWED ITS TERMS AND PRIVACY POLICY.

(b) Plugin Operation and Content. When you enable a plugin, the Services will send applicable portions of your Content and certain information such as your country and state (“Plugin Data”) via the plugin to the Application. By enabling the plugin, you authorize and instruct us to send your Plugin Data to the applicable Application, which will be handled in accordance with its terms. We are not responsible for Plugin Data after it has been provided to an Application other than Applications owned by us. The Plugin will retrieve information and content from the Application, which may be included in Output you receive from the Services. This information and content included in the Output is not owned by you or Behaim, and may be subject to the terms of the Application.