

Terms and Conditions for the <infinity/> Chat Application

The AI Machine UG

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1 Acceptance of Terms

By accessing or using the <infinity/> chat application (hereinafter referred to as the “Service”), you agree to be bound by these Terms and Conditions (“Terms”). If you do not agree to all of these Terms, do not use the Service. These Terms apply to all users of the Service.

2 Description of Service

<infinity/> is a chat application that may incorporate technologies such as end-to-end encryption for message transmission and Merkle trees for chat log integrity verification. **You acknowledge and agree that the Service is provided as a technological demonstration and for experimental and evaluation purposes only.** As such, it may contain errors, bugs, and imperfections, and its features, functionality, and availability may be incomplete or subject to significant change without notice.

3 User Responsibilities

You are responsible for your use of the Service and for any content you provide, including compliance with applicable laws, rules, and regulations. You are responsible for maintaining the confidentiality of any credentials used to access the Service (if applicable) and for all activities that occur under your credentials.

4 No Representations or Warranties

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

The AI Machine UG makes no warranty that:

- The Service will meet your requirements or expectations.
- The Service will be uninterrupted, timely, secure, error-free, or free of viruses or other harmful components.
- The results that may be obtained from the use of the Service will be accurate or reliable.
- Any errors in the Service will be corrected.
- Data, including chat logs, will be stored indefinitely or without loss or corruption.

The use of technologies like Merkle trees for log integrity is part of the experimental nature of the Service and does not constitute a guarantee of infallible or perpetual data integrity or availability.

5 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL The AI Machine UG, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR

LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF The AI Machine UG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

Given the nature of the Service as a technological demonstration, you use it at your sole risk.

6 Changes to Service and Terms

The AI Machine UG reserves the right to modify, suspend, or discontinue the Service, or any part or feature thereof, at any time and without prior notice or liability to you, for any reason or no reason, including, without limitation, for maintenance, upgrades, or due to the experimental nature of the Service.

The AI Machine UG also reserves the right to modify these Terms at any time. We will endeavor to provide notice of any material changes to the Terms, but it is your responsibility to review these Terms periodically. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms.

7 Intellectual Property

The name <infinity/> and any associated logos or identifiers are the property of The AI Machine UG or its licensors. You are granted no right or license with respect to any of the aforesaid trademarks.

8 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Germany, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in Saarbrücken, Germany, for the resolution of any disputes arising out of or relating to these Terms or the Service.

9 Contact Information

If you have any questions about these Terms, please contact The AI Machine UG at:

- Email: hilpisch@gmail.com
- Address: The AI Machine UG, D-66333 Voelklingen, Germany

10 Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

11 Entire Agreement

These Terms constitute the entire agreement between you and The AI Machine UG with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms will be effective only if in writing and signed by The AI Machine UG.