



Terms of Use

Effective: April 2nd 2024

These Terms of Use apply to your use of YourRoom for individuals, along with any associated software applications and websites (all together, “Services”). These Terms form an agreement between you and YourRoom (“YourRoom”), a trading division of Rocketmakers Limited, a company incorporated in the United Kingdom with its registered office at 20 Manvers Street, Bath, BA1 1JW, UK and company number 08307376. They include our [Service Terms \(see below\)](#) and important provisions for resolving disputes through arbitration. By using our Services, you agree to these Terms.

If you reside in the European Economic Area, Switzerland, or the UK, your use of the Services is governed by our [EU Terms \(included below\)](#).

Our [Business Terms \(included below\)](#) govern use of YourRoom Services for businesses and developers.

Our [Privacy Policy](#) 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

YourRoom is a division of Rocketmakers which is a UK-based software development company whose mission is to positively improve the lives of 50 Million people through the use of our technology.

Rocketmakers is a B Corporation, Queens Award for Innovation winner and UK Dev Team of the year for 2023 and 2024.

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.

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 any other documentation, guidelines, or policies we make available to you.

What You Cannot Do. You may not use our Services for any illegal, harmful, or abusive activity. For example, you may not:

- Use our Services in a way that infringes, misappropriates or violates anyone's rights.
- Modify, copy, lease, sell or distribute any of our Services.
- Attempt to or assist 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 extract data or Output (defined below).
- Represent that Output was human-generated when it was not.
- Interfere with or disrupt our Services, including circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations we put on our Services.
- Use Output to develop services that compete with YourRoom.

Software. Our Services may allow you to download software, such as mobile and web 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 licences that we've made available to you.

Corporate Domains. If you create an account using an email address owned by an organisation (for example, your employer), that account may be added to the organisation'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 organisation has already provided notice to you that it may monitor and control your account). Once your account is transferred, the organisation's administrator may 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 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, and you agree that we may use it without restriction or 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, licences, and permissions needed to provide Input to our Services.

Ownership of Content. As between you and YourRoom, 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 may use Content to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies, and keep our Services safe.

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 and our use of Third Party models which we can’t influence, 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 must 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 YourRoom’s views. If Output references any third party products or services, it doesn’t mean the third party endorses or is affiliated with YourRoom.

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 in accordance with our brand guidelines.

Paid Accounts

Billing. If you 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. You're responsible for all applicable taxes, and we'll charge tax when required. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received.

Service Credits. You can pay for some Services in advance by purchasing service credits. All service credits are subject to our [Service Credit Terms](#).

Cancellation. You can cancel your paid subscription at any time. Payments are non-refundable, except where required by law. These Terms do not override any mandatory local laws regarding your cancellation rights.

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

Termination. You are free to stop using our Services at any time. We reserve the right to suspend or terminate your access to our Services or delete your account if we determine:

- You breached these Terms or our [Usage Policies](#).
- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to YourRoom, our users, or anyone else.

We also may terminate your account if it has been inactive for over a year and you do not have a paid account. If we do, we will provide you with advance notice.

Appeals. If you believe we have suspended or terminated your account in error, you can file an appeal with us by contacting supportdesk@yourroom.ai.

Discontinuation of Services

We may decide to discontinue our Services, but if we do, we will give you advance notice and a refund for any prepaid, unused Services.

Disclaimer of Warranties

OUR SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

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.

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

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.

Dispute Resolution

YOU AND YOURROOM AGREE TO THE FOLLOWING MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS:

MANDATORY ARBITRATION. You and YourRoom agree to resolve any claims arising out of or relating to these Terms or our Services, regardless of when the claim arose, even if it was before these Terms existed (a “Dispute”), through final and binding arbitration. You may opt out of arbitration within 30 days of account creation or of any updates to these arbitration terms within 30 days after the update has taken effect. If you opt out of an update, the last set of agreed upon arbitration terms will apply.

Informal Dispute Resolution. We would like to understand and try to address your concerns prior to formal legal action. Before either of us files a claim against the other, we both agree to try to resolve the Dispute informally. You agree to do so by sending us notice. We will do so by sending you notice to the email address associated with your account. If we are unable to resolve a Dispute within 60 days, either of us has the right to initiate arbitration. We also both agree to attend an individual settlement conference if either party requests one during this time. Any statute of limitations will be tolled during this informal resolution process.

Arbitration Forum. If we are unable to resolve the Dispute, either of us may commence arbitration with National Arbitration and Mediation (“NAM”) under its Comprehensive Dispute Resolution Rules and Procedures and/or Supplemental Rules for Mass Arbitration Filings, as applicable (available [here](#)). YourRoom will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines that your claim is frivolous. The activities described in these Terms involve interstate commerce and the Federal Arbitration Act will govern the interpretation and enforcement of these arbitration terms and any arbitration.

Arbitration Procedures. The arbitration will be conducted by videoconference if possible, but if the arbitrator determines a hearing should be conducted in person, the location will be mutually agreed upon, in the county where you reside, or as determined by the arbitrator, unless the batch arbitration process applies. The arbitration will be conducted by a sole arbitrator. The arbitrator will be licensed to practice law in England, UK. The arbitrator will have exclusive authority to resolve any Dispute. Any settlement offer amounts will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any. The arbitrator has the authority to grant motions dispositive of all or part of any Dispute.

Exceptions. This section does not require informal dispute resolution or arbitration of the following claims: (i) individual claims brought in small claims court; and (ii) injunctive or other equitable relief to stop unauthorised use or abuse of the Services or intellectual property infringement or misappropriation.

CLASS AND JURY TRIAL WAIVERS. You and YourRoom agree that Disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, and representative actions are prohibited. Only individual relief is available. The parties agree to sever and litigate in court any request for

public injunctive relief after completing arbitration for the underlying claim and all other claims. This does not prevent either party from participating in a class-wide settlement. You and YourRoom knowingly and irrevocably waive any right to trial by jury in any action, proceeding, or counterclaim.

Batch Arbitration. If 25 or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar Disputes within 90 days of each other, then you and YourRoom agree that NAM will administer them in batches of up to 50 claimants each (“Batch”), unless there are less than 50 claimants in total or after batching, which will comprise a single Batch. NAM will administer each Batch as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing held by videoconference or in a location decided by the arbitrator for each Batch. If any part of this section is found to be invalid or unenforceable as to a particular claimant or Batch, it will be severed and arbitrated in individual proceedings.

Severability. If any part of these arbitration terms is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class arbitration, class action, or representative action, this entire dispute resolution section will be unenforceable in its entirety.

Copyright Complaints

If you believe that your intellectual property rights have been infringed, please send notice to the address below. We may delete or disable content that we believe violates these Terms or is alleged to be infringing and will terminate accounts of repeat infringers where appropriate.

Attn: YourRoom Copyright Complaints

Rocketmakers Limited, 20 Manvers Street, Bath BA1 1JW

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorised 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 authorised by the copyright owner, its agent, or the law
- 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 authorised to act on the copyright owner’s behalf

General Terms

Assignment. You may not assign or transfer any rights or obligations under these Terms and any attempt to do so will be void. We may assign our rights or obligations under these Terms to any affiliate, subsidiary, or successor in interest of any business associated with our Services.

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.

We will give you at least 30 days advance notice of changes to these Terms that materially adversely impact you either via email or an in-product notification. All other changes will be effective as soon as we post them to our website. If you do not agree to the changes, you must stop using our Services.

Delay in Enforcing These Terms. Our failure to enforce a provision is not a waiver of our right to do so later. Except as provided in the dispute resolution section above, if any portion of these Terms is determined to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible and it will not affect the enforceability of any other 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.K or 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.

Entire Agreement. These Terms contain the entire agreement between you and YourRoom regarding the Services and, other than any Service-specific terms, supersedes any prior or contemporaneous agreements between you and YourRoom.

Governing Law. English Law will govern these Terms except for any Conflicts of Laws principles. Except as provided in the dispute resolution section above, all claims arising out of or relating to these Terms will be brought exclusively in the courts of England, UK.



Service Terms

Effective: April 2nd 2024

These Service Terms govern your use of the Services. Capitalised terms not defined here will have the meanings in the [Terms of Use](#), [Business Terms](#), 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. YourRoom

YourRoom's indemnification obligations to YourRoom 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 YourRoom, (iii) Output was modified, transformed, or used in combination with products or services not provided by or on behalf of YourRoom, (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 YourRoom 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 YourRoom may have to you.

YourRoom 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, YourRoom 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. YourRoom Enterprise

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

(b) Output indemnity. YourRoom's indemnification obligations to YourRoom 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 YourRoom, (iii) Output was modified, transformed, or used in combination with products or services not provided by or on behalf of YourRoom, (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. Codex and Code Generation

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

5. YourVoice Conversations

YourVoice is a YourRoom feature that allows you to speak to our Services and have them speak back. YourRoom Voice is for non-commercial use only and may not be distributed or repackaged as a standalone audio recording or any other sound file. Any rights in Output assigned to you do not include YourVoice.



EU Terms

Effective: April 2nd 2024

These Terms of Use apply if you reside in the European Economic Area (EEA), Switzerland, or UK. If you live outside of the EEA, Switzerland, or UK, [these Terms of Use](#) apply to you.

These Terms of Use (“Terms”) apply to your use of YourRoom 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 [Business Terms](#) govern use of YourRoom Enterprise and our other services for businesses and developers.

Our [EU Privacy Policy](#) 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.

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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 Policies](#): these policies explain how you may use our Services and Content.
- [Service Terms](#): these terms apply when you use certain Services or features; and
- [Service Credit Terms](#): these terms govern the purchase and use of service credits on our Services.

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).
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- Using Output to develop models or software that compete with our Services.

Software. Our Services may allow you to download software, such as mobile and web 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 licences that we've made available to you.

Corporate Domains. If you create an account using an email address owned by an organisation (for example, your employer), that account may be added to the organisation'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 organisation has already provided notice to you that it may monitor and control your account). Once your account is transferred, the organisation's 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.

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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, licences, and permissions needed to provide Input to our Services.

Ownership of Content. As between you and YourRoom, 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.

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 and our use of Third Party models which we can’t influence, 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 must 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 YourRoom's views. If Output references any third party products or services, it doesn't mean the third party endorses or is affiliated with YourRoom.

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 in accordance with our brand guidelines.

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.

Service Credits. You can pay for some Services in advance by purchasing service credits. All service credits are subject to our [Service credit terms](#).

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 you can use the app. To request a refund please contact supportdesk@yourroom.ai.

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 at any time by simply closing your account and stopping your use of the Services.

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 supportdesk@yourroom.ai.

YourRoom 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 Policies](#).
- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to YourRoom, 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 YourRoom 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 supportdesk@yourroom.ai.

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. If you have any questions about your legal guarantee, please contact supportdesk@yourroom.ai.

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 supportdesk@yourroom.ai.

Court. If we cannot resolve our dispute, you or we can go to 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>.

Copyright Complaints

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

Attn: YourRoom Copyright Complaints

Rocketmakers Limited, 20 Manvers Street, Bath BA1 1JW

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorised 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 authorised 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 authorised 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 YourRoom 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.

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.K or 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. English Law will govern these Terms except for any Conflicts of Laws principles. Except as provided in the dispute resolution section above, all claims arising out of or relating to these Terms will be brought exclusively in the courts of England, UK.



Business Use of the Services Addendum

Effective: April 2nd 2024

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.

YOURROOM'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). English Law will govern these Terms except for any Conflict of Laws principles. Except as provided in the dispute resolution section above, all claims arising out of or relating to these Terms will be brought exclusively in the courts of England, UK.



Business Terms

Effective: April 2nd 2024

These YourRoom Business Terms govern use of Services for businesses and developers. Use of our services for individuals, are governed by the [Terms of use](#).

These Business Terms are an agreement between YourRoom and you (“Customer”) that governs your use of our Services (as defined below). By signing up to use the Services, you agree to be bound by these Business Terms. You represent to us that you are lawfully able to enter into contracts and, if you are entering into these Business Terms for an entity, that you have legal authority to bind that entity. These Business Terms also refer to and incorporate the [Service Terms](#), [Usage Policies](#), and any other guidelines or policies we may provide in writing (the “YourRoom Policies”) and any ordering document signed by you and YourRoom or YourRoom webpage that you use to purchase the Services (an “Order Form”) (collectively, the “Agreement”).

1. Services

1.1 Use of Services. We grant you a non-exclusive right to access and use the Services during the Term (as defined below). “Services” means any services for businesses and developers we make available for purchase or use, along with any of our associated software, tools, developer services, documentation, and websites, but excluding any Third Party Offering.

1.2 Third-Party Offering. Third parties may offer products, services, or content through the Services (“Third Party Offering”). If you elect, in your sole discretion, to access or use a Third Party Offering, your access and use of the Third Party Offering is subject to this Agreement and any additional terms applicable to the Third Party Offering.

1.3 Responsibilities for Your Account. You must provide accurate and up-to-date account information. You are responsible for all activities that occur under your account, including the activities of any end user (each, an “End User”) who is provisioned with an account under your account (an “End User Account”) or accesses the Services. You may not make account access credentials available to third parties, share individual login credentials between multiple users on an account, or resell or lease access to your account or any End User Account. You will promptly notify us if you become aware of any unauthorised access to or use of your account or our Services.

2. Restrictions

We own all right, title, and interest in and to the Services. You only receive rights to use the Services as explicitly granted in this Agreement. You will not, and will not permit End Users to:

- (a) use the Services or Customer Content (as defined below) in a manner that violates any applicable laws or YourRoom Policies;
- (b) use the Services or Customer Content in a manner that infringes, misappropriates, or otherwise violates any third party's rights;
- (c) send us any personal information of children under 13 or the applicable age of digital consent or allow minors to use our Services without consent from their parent or guardian;
- (d) reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of the Services, algorithms, and systems of the Services (except to the extent these restrictions are contrary to applicable law);
- (e) use Output (as defined below) to develop any artificial intelligence models or software that compete with our products and services.
- (f) use any method to extract data from the Services other than as permitted through the user interface APIs; or
- (g) buy, sell, or transfer any API keys or Services from, to or with a third party.

3. Content

3.1 Customer Content. You and End Users may provide input to the Services ("Input"), and receive output from the Services based on the Input ("Output"). We call Input and Output together "Customer Content." As between you and YourRoom, and to the extent permitted by applicable law, you (a) retain all ownership rights in Input and (b) own all Output. We hereby assign to you all our right, title, and interest, if any, in and to Output.

3.2 Our Obligations for Customer Content. We will process and store Customer Content in accordance with our privacy commitments. We will only use Customer Content as necessary to provide you with the Services, comply with applicable law, and enforce YourRoom Policies. We will not use Customer Content to develop or improve the Services.

3.3 Your Obligations for Customer Content. You are responsible for all Input and represent and warrant that you have all rights, licences, and permissions required to provide Input to the Services. You are solely responsible for all use of the Outputs and evaluating the Output for accuracy and appropriateness for your use case, including by utilising human review as appropriate.

3.4 Similarity of Output. You acknowledge that due to the nature of our Services and artificial intelligence generally, Output may not be unique and other users may receive similar content from our services. Responses that are requested by and generated for other users are not considered your Output. Our assignment of Output above does not extend to other users' output or any content delivered as part of a Third Party Offering.

4. Confidentiality

4.1 Use and Nondisclosure. "Confidential Information" means any business, technical or financial information, materials, or other subject matter disclosed by one party ("Discloser") to the other party ("Recipient") that is identified as confidential at the time of disclosure or should be reasonably understood by Recipient to be confidential under the circumstances. For the avoidance of doubt, Confidential Information includes Customer Content. Recipient agrees it will: (a) only use Discloser's Confidential Information to exercise its rights and fulfil its obligations under this Agreement, (b) take reasonable measures to protect the Confidential Information, and (c) not disclose the Confidential Information to any third party except as expressly permitted in this Agreement.

4.2 Exceptions. The obligations in Section 4.1 do not apply to any information that (a) is or becomes generally available to the public through no fault of Recipient, (b) was in Recipient's possession or known by it prior to receipt from Discloser, (c) was rightfully disclosed to Recipient without restriction by a third party, or (d) was independently developed without use of Discloser's Confidential Information. Recipient may disclose Confidential Information only to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those of this Agreement. Recipient will be responsible for any breach of this Section 4 by its employees, contractors, and agents. Recipient may disclose Confidential Information to the extent required by law, provided that Recipient uses reasonable efforts to notify Discloser in advance.

5. Security

5.1 Our Security Processes. We will maintain information security processes (including the adoption and enforcement of internal policies and procedures) designed to (a) protect the Services and Customer Content against accidental or unlawful loss, access, or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorised access, and (c) minimise security risks, including through regular risk assessments and testing.

5.2 Our Security Obligations. As part of our information security program, we will implement and enforce policies related to security risks such as electronic, network, and physical monitoring and data storage, transfer, and access; configure network security, firewalls, accounts, and resources for least-privilege access; create corrective action plans to respond to potential security threats; and conduct periodic reviews of our security and the adequacy of our information security program as aligned to industry best practices and our own policies and procedures.

6. Privacy

6.1 Personal Data. If you use the Services to process personal data, you must (a) provide legally adequate privacy notices and obtain necessary consents for the processing of personal data by the Services, (b) process personal data in accordance with applicable law, and (c) if processing “personal data” or “Personal Information” as defined under applicable data protection laws, execute a Data Processing Addendum.

6.2 HIPAA. You agree not to use the Services to create, receive, maintain, transmit, or otherwise process any information that includes or constitutes “Protected Health Information”, as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103).

7. Payment; Taxes

7.1 Fees and Billing. You agree to pay all fees charged to your account (“Fees”) according to the prices and terms on the Pricing Page, or as otherwise stated in an Order Form. Price changes on the Pricing Page will be effective immediately for all price decreases or changes made for legal reasons. All other price changes will be effective 14 days after they are posted. We have the right to correct pricing errors or mistakes even after issuing an invoice or receiving payment. You authorise us and our third-party payment processor(s) to charge the payment method provided on your account on an agreed-upon periodic basis, but we may reasonably change the date on which the charge is posted. Invoiced Fees are payable in U.K Pounds and are due upon invoice issuance, unless otherwise agreed in an Order Form. Payments are nonrefundable except as provided in this Agreement.

7.2 Service Credits. You may need to prepay for Services through the purchase of credits (“Service Credits”) or we may provide you with promotional Service Credits from time-to-time. All Service Credits are subject to our [Service Credit Terms](#).

7.3 Taxes. Fees are exclusive of taxes, which we will charge as required by applicable law in connection with the Services. We will use the name and address in your account as the place of supply for tax purposes.

7.4 Disputes and Late Payments. To dispute an invoice, you must contact supportdesk@yourroom.ai within thirty (30) days of issuance. Overdue undisputed amounts may be subject to a finance charge of

1.5% of the unpaid balance per month, and we may suspend the Services immediately after providing written notice of late payment.

8. Term; Termination

8.1 Term. The term of this Agreement will commence upon the earlier of your online acceptance of these Business Terms, the Effective Date of an Order Form, or the date you first use the Services, and will remain in effect until terminated pursuant to this Section 8 (“Term”). If you purchase a subscription to the Services, the subscription term will automatically renew for successive periods unless either of us gives the other notice of its intent not to renew. That notice must be given at least thirty days before the start of the next renewal period.

8.2 Termination. Unless you purchase Services for a committed duration, you may terminate this Agreement at any time by deleting your account. Both you and YourRoom may terminate this Agreement upon written notice (a) if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice of the breach or (b) if the other party ceases its business operations or becomes subject to insolvency proceedings. We may suspend your or any End User’s access to the Services or terminate this Agreement or any Order Form: (i) if required to do so by law; (ii) to prevent a security risk or other credible risk of harm or liability to us, the Services, or any third party; or (iii) for repeated or material violations of the YourRoom Policies. We will use reasonable efforts to notify you of any suspension or termination and give you the opportunity to resolve the issue prior to suspension or termination.

8.3 Effect of Termination. Termination or expiration will not affect any rights or obligations, including the payment of amounts due, which have accrued under this Agreement up to the date of termination or expiration. Upon termination or expiration of this Agreement, the provisions that are intended by their nature to survive termination will survive and continue in full force and effect in accordance with their terms, including confidentiality obligations, limitations of liability, and disclaimers. Upon termination of this Agreement, we will delete all Customer Content from our systems within 30 days, unless we are legally required to retain it.

9. Warranties; Disclaimer

9.1 Warranties. We warrant that, during the Term, when used in accordance with this Agreement, the Services will conform in all material respects with the documentation we provide to you or otherwise make publicly available on our website, [YourRoom](#).

9.2 Disclaimer. Except for the warranties in this Section 9, all Services are provided “as is” and we and our affiliates and licensors hereby disclaim all warranties, express or implied, including all implied warranties of

merchantability, fitness for a particular purpose and title, noninfringement, or quiet enjoyment, and any warranties arising out of course of dealing or trade usage. Despite anything to the contrary, we make no representations or warranties (a) that use of the Services will be uninterrupted, error free, or secure, (b) that defects will be corrected, (c) that Customer Content will be accurate, or (d) with respect to Third Party Offerings.

10. Indemnification

10.1 By Us. We agree to defend and indemnify you for any damages finally awarded by a court of competent jurisdiction and any settlement amounts payable to a third party arising out of a third party claim alleging that the Services infringe any third party intellectual property right. This excludes claims to the extent arising from: (a) combination of any Services with products, services, or software not provided by us or on our behalf, (b) customization or modification of the Services by any party other than us, (c) the Input data you provide to us, (d) your failure to comply with this Agreement or laws, regulations, or industry standards applicable to you. If we reasonably believes that all or any portion of the Services is likely to become the subject of any infringement claim, we (x) will procure, at our expense, the right for you to continue using the Services in accordance with this Agreement, (y) will replace or modify the allegedly infringing Service so it is non-infringing, or (z), if (x) and (y) are not commercially practicable, we may, in our sole discretion, terminate this Agreement upon written notice to you and refund any prepaid amounts for unused Services. You will promptly comply with all reasonable instructions we provide you with respect to (x) through (y) above, including any instruction to replace, modify, or cease use of an impacted Service.

10.2 By Customer. You agree to indemnify, defend, and hold us and our affiliates and licensors harmless against any liabilities, damages, and costs (including reasonable attorneys' fees) payable to a third party arising out of a third party claim related to (a) use of the Services in violation of this Agreement (including violation of YourRoom Policies) or Input.

10.3 Indemnification Procedure. A party seeking indemnity will provide the indemnifying party with prompt written notice upon becoming aware of any claim, reasonable cooperation in the defence of or investigation of the claim (including preserving and sharing the applicable Customer Content), and allow the indemnifying party sole control of defence and settlement of the claim, provided that the party seeking indemnity is entitled to participate in its own defence at its sole expense. The indemnifying party cannot enter into any settlement or compromise of any claim without prior written consent of the other party, which will not be unreasonably withheld, except that the indemnifying party may without consent enter into any settlement of a claim that resolves the claim without liability to the other party, impairment to any of the other party's rights, or requiring the other party to make any admission of liability. THE REMEDIES IN THIS SECTION 10 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY THIRD PARTY CLAIM THAT THE SERVICES OR CUSTOMER CONTENT INFRINGE INTELLECTUAL PROPERTY RIGHTS.

11. Limitation of Liability

11.1 Limitations on Indirect Damages. Except for (i) a party's gross negligence or willful misconduct, (ii) your breach of Section 2 (Restrictions), (iii) either party's breach of its confidentiality obligations under Section 4 (Confidentiality), (iv) our breach of Section 5 (Security), or (v) a party's indemnification obligations under this Agreement, neither you nor YourRoom or our respective affiliates or licensors will be liable under this Agreement for any indirect, punitive, incidental, special, consequential, or exemplary damages (including lost profits) even if that party has been advised of the possibility of those damages.

11.2 Liability Cap. Except for (i) a party's gross negligence or willful misconduct or (ii) a party's indemnification obligations under this Agreement, each party's total liability under the Agreement will not exceed *the total amount you have paid to us in the twelve (12) months immediately prior to the event giving rise to liability. The foregoing limitations will apply despite any failure of essential purpose of any limited remedy and to the maximum extent permitted under applicable law.*

12. 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.K or 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.

13. Dispute Resolution

YOU AGREE TO THE FOLLOWING MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS:

13.1 MANDATORY ARBITRATION. You and YourRoom agree to resolve any claims arising out of or relating to this Agreement or our Services, regardless of when the claim arose, even if it was before this Agreement existed (a "Dispute"), through final and binding arbitration.

13.2 Informal Dispute Resolution. We would like to understand and try to address your concerns prior to formal legal action. Before either of us files a claim against the other, we both agree to try to resolve the Dispute informally. You agree to do so by sending us notice via supportdesk@yourroom.ai. We will do so by sending you notice to the email address associated with your account. If we are unable to resolve a Dispute within 60 days, either of us has the right to initiate arbitration. We also both agree to attend an individual

settlement conference if either party requests one during this time. Any statute of limitations will be tolled during this informal resolution process.

13.3 Arbitration Forum. Both you or YourRoom may commence binding arbitration through National Arbitration and Mediation (NAM), an alternative dispute resolution provider, and if NAM is not available, you and YourRoom will select an alternative arbitral forum. The initiating party must pay all filing fees for the arbitration and payment for other administrative and arbitrator's costs will be governed by the arbitration provider's rules. If your claim is determined to be frivolous, you are responsible for reimbursing us for all administrative, hearing, and other fees that we have incurred as a result of the frivolous claim.

13.4 Arbitration Procedures. The arbitration will be conducted by telephone, based on written submissions, video conference, or in person in Bath, UK or at another mutually agreed location. The arbitration will be conducted by a sole arbitrator by NAM under its then-prevailing rules. All issues are for the arbitrator to decide, except an English court has the authority to determine (a) whether any provision of this arbitration agreement should be severed and the consequences of said severance, (b) whether you have complied with conditions precedent to arbitration, and (c) whether an arbitration provider is available to hear the arbitration(s) under Section 13.3. The amount of any settlement offer will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any.

13.5 Exceptions. Nothing in this Agreement requires arbitration of the following claims: (a) individual claims brought in small claims court; and (b) injunctive or other equitable relief to stop unauthorised use or abuse of the Services or intellectual property infringement.

13.6 NO CLASS ACTIONS. Disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a Dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either party from participating in a class-wide settlement of claims.

13.7 Batch Arbitration. If 25 or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar Disputes within 90 days of each other, then you and YourRoom agree that NAM will administer them in batches of up to 50 claimants each ("Batch"), unless there are less than 50 claimants in total or after batching, which will comprise a single Batch. NAM will administer each Batch as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing held by videoconference or in a location decided by the arbitrator for each Batch. If any part of this section is found to be invalid or unenforceable as to a particular claimant or Batch, it will be severed and arbitrated in individual proceedings.

13.8 Severability. If any part of this Section 13 is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class or representative arbitration, this Section 13 will be unenforceable in its entirety. Nothing in this section will be deemed to waive or otherwise limit the right to seek public injunctive relief or any other non-waivable right, pending a ruling on the substance of that claim from the arbitrator.

14. Modifications to these Business Terms and the YourRoom Policies

14.1 Updates. We may update these Business Terms or the YourRoom Policies by providing you with reasonable notice, including by posting the update on our website. If, in our sole judgement, an update materially impacts your rights or obligations, we will provide at least 30 days' notice before the update goes into effect, unless the update is necessary for us to comply with applicable law, in which case we will provide you with as much notice as reasonably possible. Any other updates will be effective on the date we post the updated Business Terms or YourRoom Policies. Your continued use of, or access to, the Services after an update goes into effect will constitute acceptance of the update. If you do not agree with an update, you may stop using the Services or terminate this Agreement under Section 8.2 (Termination).

14.2 Exceptions to Updates. Except for an update to comply with applicable law, updates to these Business Terms or the YourRoom Policies will not apply to: (a) Disputes between you and YourRoom arising prior to the update; or (b) Order Forms signed by you and YourRoom (as opposed to an automated ordering page) prior to us notifying you of the update. However, to the extent an update relates to a Service or feature launched after an Order Form is signed it will be effective upon your first use of such Service

15. Miscellaneous

15.1 Headings. Headings in these Business Terms are inserted solely for convenience and are not intended to affect the meaning or interpretation of these Business Terms.

15.2 Feedback. If you provide us with feedback regarding the Services ("Feedback"), you grant us the right to use and exploit Feedback without restriction or compensation.

15.3 Publicity. You may use our name and marks to describe your use of the Services solely in accordance with our brand guidelines. We will not publicly use your name or marks without your prior approval.

15.4 U.S. Federal Agency Entities. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

15.5 Entire Agreement. This Agreement is the entire agreement between you and YourRoom with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, whether written or oral. You agree that any terms and conditions contained within any purchase order you send to us will not apply to this Agreement and are null and void.

15.6 Relationship of the Parties. For all purposes under this Agreement, you and YourRoom will be and act as an independent contractor and will not bind nor attempt to bind the other to any contract.

15.7 No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement, and it is your and YourRoom's specific intent that nothing contained in this Agreement will give rise to any right or cause of action, contractual or otherwise, in or on behalf of any third party.

15.8 Force Majeure. Except for payment obligations, neither you nor YourRoom will have any liability for failures or delays resulting from conditions beyond your or YourRoom's reasonable control, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labour conditions, or power failures.

15.9 Assignment. This Agreement cannot be assigned other than as permitted under this Section 15.9 (Assignment). We may assign this Agreement to an affiliate without notice or your consent. Both you and YourRoom may assign this Agreement to a successor to substantially all the respective party's assets or business, provided that the assigning party provides reasonable (at least 30 days) prior written notice of the assignment. This Agreement will be binding upon the parties and their respective successors and permitted assigns.

15.10 Notices. All notices will be in writing. We may provide you notice using the registration information or the email address associated with your account. Service will be deemed given on the date of receipt if delivered by email or on the date sent via courier if delivered by post. We accept service of process at this address: YourRoom Notices c/o Rocketmakers Limited, 20 Manvers Street, Bath BA1 1JW, UK, or via supportdesk@yourroom.ai with subject of "*YourRoom Notice - Urgent Attention Required*".

15.11 Severability. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

15.12 Jurisdiction, Venue, and Choice of Law. This Agreement will be governed by English Law. Except as provided in the Section 13 (Dispute Resolution), all claims arising out of or relating to this Agreement will be brought exclusively in the courts of England, UK.



Privacy Policy (excluding EU)

Effective: April 2nd 2024

Please note: If you reside in the European Economic Area (EEA), Switzerland, or UK, [this version of our Privacy Policy](#) applies to you.

We at YourRoom (together with our affiliates, “YourRoom”, “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 Information 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. Our use of that data is governed by our customer agreements covering access to and use of those offerings.

1. Personal information we collect

We collect personal information relating to you (“Personal Information”) as follows:

Personal Information You Provide: We collect Personal Information 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 and transaction history, (collectively, “Account Information”).
- *User Content:* When you use our Services, we collect Personal Information that is included in the input or feedback that you provide to our Services (“Content”).
- *Communication Information:* If you communicate with us, we collect your name, contact information, and the contents of any messages you send (“Communication Information”).
- *Social Media Information:* We have pages on social media sites like Instagram, Facebook, Medium, Twitter, YouTube and LinkedIn. When you interact with our social media pages, we will collect Personal Information that you elect to provide to us, such as your contact details (collectively, “Social Information”). In addition, the companies that host our social media pages may provide us with aggregate information and analytics about our social media activity.
- *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 (collectively, “Other Information You Provide”)

Personal Information We Receive Automatically 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:* 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 may automatically 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:* Includes 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.
- *Cookies:* We use cookies to operate and administer our Services, and improve your experience. A “cookie” is a piece of information sent to your browser by a website you visit. You can set your browser to accept all cookies, to reject all cookies, or to notify you whenever a cookie is offered so that you can decide each time whether to accept it. However, refusing a cookie may in some cases preclude you from using, or negatively affect the display or function of, a website or certain areas or features of a website.
- *Analytics:* We may use a variety of online analytics products that use cookies to help us analyse how users use our Services and enhance your experience when you use the Services.

2. How we use personal information

We may use Personal Information for the following purposes:

- To provide, administer, maintain and/or analyse the Services;
- To improve our Services and conduct research;
- To communicate with you; including to send you information about our Services and events;
- To develop new programs and services;
- To prevent fraud, criminal activity, or misuses of our Services, and to protect the security of our IT systems, architecture, and networks;
- To carry out business transfers; and
- To comply with legal obligations and legal process and to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or other third parties.

Aggregated or De-Identified Information. We may aggregate or de-identify Personal Information so that it may no longer be used to identify you and use such information to analyse the effectiveness of our Services, to improve and add features to our Services, to conduct research and for other similar purposes.

In addition, from time to time, we may analyse the general behaviour and characteristics of users of our Services and share aggregated information like general user statistics with third parties, publish such aggregated information or make such aggregated information generally available. We may collect aggregated information through the Services, through cookies, and through other means described in this Privacy Policy. We will maintain and use de-identified information in anonymous or de-identified form and we will not attempt to re-identify the information, unless required by law.

3. Disclosure of personal information

In certain circumstances we may provide your Personal Information to third parties without further notice to you, unless required by the law:

- *Vendors and Service Providers:* To assist us in meeting business operations needs and to perform certain services and functions, we may provide Personal Information to vendors and service providers, including providers of hosting services, customer service vendors, cloud services, email communication software, web analytics services, and other information technology providers, among others. Pursuant to our instructions, these parties will access, process, or store Personal Information only in the course of performing their duties to us.
- *Business Transfers:* If we are involved in strategic transactions, reorganisation, bankruptcy, receivership, or transition of service to another provider (collectively, a “Transaction”), your Personal Information and other information 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.
- *Legal Requirements:* We may share your Personal Information, including information about your interaction with our Services, with government authorities, industry peers, or other third parties (i) if required to do so by law 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, or users, or the public, or (vi) to protect against legal liability.
- *Affiliates:* We may disclose Personal Information to our affiliates, meaning an entity that controls, is controlled by, or is under common control with YourRoom. Our affiliates may use the Personal Information we share in a manner consistent with this Privacy Policy.
- *Business Account Administrators:* When you join a YourRoom Enterprise business account, the administrators of that account may access and control your YourRoom account. In addition, if you create an account using an email address belonging to your employer or another organisation, we may share the fact that you have an YourRoom account and certain account information, such as your email address, with your employer or organisation to, for example, enable you to be added to their business account.

- *Other Users and Third Parties You Share Information With:* Certain features allow you to display or share information with other users or third parties. Be sure you trust any user or third party with whom you share information.

4. Your rights

Depending on location, individuals may have certain statutory rights in relation to their Personal Information. For example, you may have the right to:

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

You can exercise some of these rights through your YourRoom account. If you are unable to exercise your rights through your account, please submit your request via supportdesk@yourroom.ai.

A note about accuracy: Services like YourRoom generate responses by reading a user’s request and, in response, use Third Party services to predict 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 Services. YourRoom Services rely on Third Party large language models, so any inaccuracies are beyond our control and we will not be able to correct them.

5. Additional disclosures

The following table provides additional information about the categories of Personal Information we collect and how we disclose that information. You can read more about the Personal Information we collect in “Personal information we collect” above, how we use Personal Information in “How we use personal information” above, and how we retain Personal Information in “Security and Retention” below.

Category of Personal Information	Disclosure of Personal Information
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Identifiers, such as your name, contact details, IP address, and other device identifiers	We may disclose this information to our affiliates, vendors and service providers to process in accordance with our instructions; to law enforcement and other third parties for the legal reasons described above; to parties involved in Transactions; to corporate administrators of enterprise or team accounts; and to other users and third parties you choose to share it with.
Commercial Information, such as your transaction history	We may disclose this information to our affiliates, vendors and service providers to process in accordance with our instructions; to law enforcement and other third parties for the legal reasons described above; to parties involved in Transactions; and to corporate administrators of enterprise or team accounts.
Network Activity Information, such as Content and how you interact with our Services	We may disclose this information to our affiliates, vendors and service providers to process in accordance with our instructions; to law enforcement and other third parties for the legal reasons described above; to parties involved in Transactions; and to other users and third parties you choose to share it with.
Geolocation Data	We may disclose this information to our affiliates, vendors and service providers to process in accordance with our instructions; to law enforcement and other third parties for the legal reasons described above; and to parties involved in Transactions.
Your account login credentials and payment card information (Sensitive Personal Information)	We disclose this information to our affiliates, vendors and service providers, law enforcement, and parties involved in Transactions.

To the extent provided for by local law and subject to applicable exceptions, individuals may have the following privacy rights in relation to their Personal Information:

- The right to know information about our processing of your Personal Information, including the specific pieces of Personal Information that we have collected from you;
- The right to request deletion of your Personal Information;
- The right to correct your Personal Information; and
- The right to be free from discrimination relating to the exercise of any of your privacy rights.

We don't "sell" Personal Information or "share" Personal Information for cross-contextual behavioural advertising (as those terms are defined under applicable local law). We also don't process sensitive Personal Information for the purposes of inferring characteristics about a consumer.

Exercising Your Rights. To the extent applicable under local law, you can exercise privacy rights described in this section by submitting a request to supportdesk@yourroom.ai.

Verification. In order to protect your Personal Information from unauthorised access, change, or deletion, we may require you to verify your credentials before you can submit a request to know, correct, or delete Personal Information. If you do not have an account with us, or if we suspect fraudulent or malicious activity, we may ask you to provide additional Personal Information and proof of residency for verification. If we cannot verify your identity, we will not be able to honour your request.

Authorised Agents. You may also submit a rights request through an authorised agent. If you do so, the agent must present signed written permission to act on your behalf and you may also be required to independently verify your identity and submit proof of your residency with us. Authorised agent requests can be submitted to supportdesk@yourroom.ai.

Appeals. Depending on where you live, you may have the right to appeal a decision we make relating to requests to exercise your rights under applicable local law. To appeal a decision, please send your request to supportdesk@yourroom.ai.

6. Children

Our Service is not directed to children under the age of 13. YourRoom does not knowingly collect Personal Information from children under the age of 13. If you have reason to believe that a child under the age of 13 has provided Personal Information to YourRoom through the Service, please email us at supportdesk@yourroom.ai. We will investigate any notification and if appropriate, delete the Personal Information from our systems. If you are 13 or older, but under 18, you must have permission from your parent or guardian to use our Services.

7. Links to other websites

The Service may contain links to other websites not operated or controlled by YourRoom, including social media services ("Third Party Sites"). The information that you share with Third Party Sites will be governed by the specific privacy policies and terms of service of the Third Party Sites and not by this Privacy Policy. By providing these links we do not imply that we endorse or have reviewed these sites. Please contact the Third Party Sites directly for information on their privacy practices and policies.

8. Security and Retention

We implement commercially reasonable technical, administrative, and organisational measures to protect Personal Information both online and offline from loss, misuse, and unauthorised access, disclosure,

alteration, or destruction. However, no Internet or email transmission is ever fully secure or error free. In particular, email sent to or from us may not be secure. Therefore, you should take special care in deciding what information you send to us via the Service or email. In addition, we are not responsible for circumvention of any privacy settings or security measures contained on the Service, or third-party websites.

We'll retain your Personal Information for only as long as we need in order to provide our Service 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 Information will depend on a number of factors, such as the amount, nature, and sensitivity of the information, the potential risk of harm from unauthorised use or disclosure, our purpose for processing the information, and any legal requirements.

9. International users

By using our Service, you understand and acknowledge that your Personal Information will be processed and stored in our facilities and servers in the United Kingdom and may be disclosed to our service providers and affiliates in other jurisdictions.

Legal Basis for Processing. Our legal bases for processing your Personal Information include:

- Performance of a contract with you when we provide and maintain our Services. When we process Account Information, Content, and Technical Information solely to provide our Services to you, this information is necessary to be able to provide our Services. If you do not provide this information, we may not be able to provide our Services to you.
- Our legitimate interests in protecting our Services from abuse, fraud, or security risks, or in developing, improving, or promoting our Services. This may include the processing of Account Information, Content, Social Information, and Technical Information.
- Your consent when we ask for your consent to process your Personal Information for a specific purpose that we communicate to you. You have the right to withdraw your consent at any time.
- Compliance with our legal obligations when we use your Personal Information to comply with applicable law or when we protect our or our affiliates', users', or third parties' rights, safety, and property.

Data Transfers. Where required, we will use appropriate safeguards for transferring Personal Information outside of certain countries. We will only transfer Personal Information pursuant to a legally valid transfer mechanism.

Data Protection Officer. You can contact our data protection officer via supportdesk@yourroom.ai in matters related to Personal Information processing.

10. Changes to the privacy policy

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

11. How to contact us

Please contact supportdesk@yourroom.ai if you have any questions or concerns not already addressed in this Privacy Policy.



EU Privacy Policy

Effective: April 2nd 2024

This Privacy Policy applies if you reside in the European Economic Area (EEA), Switzerland, or UK. If you live outside of the EEA, Switzerland, or UK, [this version of our Privacy Policy](#) applies to you.

We at YourRoom 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 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. 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, YourRoom, a division of Rocketmakers Limited with its registered office at 20 Manvers Street, Bath BA1 1JW, UK, 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 described below:

Personal Data You Provide: We collect the following Personal Data when you create an account or communicate with us-

- *Account Information:* When you create an account with us, we collect information associated with your account, including your name, contact information, account credentials and transaction history (collectively, "Account Information").
- *User Content:* When you use our Services, we collect Personal Data that is included in the input or feedback that you provide to our Services ("Content").
- *Communication Information:* If you communicate with us, we collect your name, contact information, and the contents of any messages you send (collectively, "Communication Information").

- *Social Media Information:* We have pages on social media sites like Instagram, Facebook, Medium, X, YouTube and LinkedIn. When you interact with our social media pages, we collect Personal Data that you choose to provide to us, such as your contact details (collectively, “Social Media Information”). In addition, the companies that host our social media pages may provide us with aggregate information and analytics about our social media activity.

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 age or identity (collectively, “Other Information You Provide”).

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

- *Log Data:* 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 may automatically 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:* Includes 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.
- *Cookies and Similar Technologies:* We use cookies and similar technologies to operate and administer our Services, and improve your experience.

Personal Data We Receive From Other Sources: We collect information from other sources, like information that is publicly available on the internet. We also receive information from our trusted partners, such as security partners to protect against fraud, abuse, and other security threats to our Services or marketing vendors who provide us with information about potential customers of our business services.

3. How we use Personal Data

We may use Personal Data for the following purposes:

- To provide and maintain our Services;
- To improve and develop our Services and new features and conduct research;
- To communicate with you, including to send you information or marketing about our Services and events;
- To prevent fraud, criminal activity, or misuses of our Services, and to protect the security of our systems and Services; and

- To comply with legal obligations and to protect the rights, privacy, safety, or property of our users, us, our affiliates, or any third party.

Aggregated or De-Identified Information. We aggregate or de-identify Personal Data so that it can no longer be used to identify you and use this information to analyse the effectiveness of our Services, to improve and add features to our Services, to conduct research and for other similar purposes. In addition, from time to time, we may share or publish aggregated information like general user statistics with third parties. We collect this information through the Services, through cookies, and through other means described in this Privacy Policy. We will maintain and use de-identified information in anonymous or de-identified form and we will not attempt to re-identify the information, unless required by law.

4. Disclosure of Personal Data

In certain circumstances we may disclose your Personal Data to:

- *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, data warehouse services, support and safety monitoring services, email communication software, web analytics services, payment and transaction providers, and other information technology services 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, reorganisation, bankruptcy, receivership, or transition of service to another provider (collectively, a “Transaction”), your Personal Data and other information 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 by law 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, or 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 YourRoom. Our affiliates may use the Personal Data we share in a manner consistent with this Privacy Policy.
- *Business Account Administrators:* When you join a YourRoom Enterprise or business account, the administrator of that account may access and control your YourRoom account. In addition, if you

create an account using an email address belonging to your employer or organisation, we may share the fact that you have an account and certain account information, such as your email address, with your employer or organisation to, for example, enable you to be added to their business account.

Other Users and Third Parties You Share Information With: Certain features allow you to display or share information with other users. Be sure you trust any user or third party with whom you share information.

5. Retention

We'll retain your Personal Data for only as long as we need in order to provide our Service 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 data;
- The potential risk of harm from unauthorised use or disclosure of the data;
- Any legal requirements that we are subject to.

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 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 our legitimate interests.

You can exercise these rights by emailing full request details to supportdesk@yourroom.ai.

Please note these rights may be limited, for example if fulfilling your request would reveal Personal Data about another person, or if you ask us to delete information that we are required by law or have compelling legitimate interests to keep.

We hope that we are able to address any questions or concerns you may have. If you have any unresolved complaints with us or our Data Protection Officer you should contact the UK ICO [Information Commissioner's Office](#).

A note about accuracy: Services like YourRoom generate responses by reading a user's request and, in response, use Third Party services to predict 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 Services. YourRoom Services rely on Third Party large language models, so any inaccuracies are beyond our control and we will not be able to correct them.

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 YourRoom through the Services, please email us at supportdesk@yourroom.ai. We will investigate any notification and, if appropriate, delete the Personal Data from our systems. Users under 18 must have permission from their parents or guardian to use our Services.

8. Legal bases for processing

When we process your Personal Data for the purposes described above, we rely on the following legal bases:

Purpose of processing	Type of Personal Data processed, depending on the processing activity:	Legal basis, depending on the process activity:
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To provide and maintain our Services

- Account Information
- User Content
- Communication Information
- Other Information You Provide
- Log Data
- Usage Data
- Device 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 new features and conduct research

- 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.

To communicate with you, including to send you information or marketing about our Services and events

- Account Information
- Communication Information
- Social Media Information
- Other Information You Provide
- Log Data
- Usage Data
- Device Information
- Cookies and Similar Technologies

Where necessary to perform a contract with you, such as processing your contact information to send you a technical announcement about the Services.

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, criminal activity, or misuses of our Services, and to protect the security of our systems and Services

- 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

Where necessary to comply with a legal obligation.

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.

To comply with legal obligations and to protect the rights, privacy, safety, or property of our users, us, our affiliates, or any third party

- 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

Where necessary to comply with a legal obligation, such as retaining transaction information to comply with record-keeping obligations.

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 analysing log data to identify fraud and abuse in our Services.

9. Data transfers

We will transfer your Personal Data to recipients outside of the EEA, Switzerland and the UK for the purposes described in this Privacy Policy. If you are based in the EEA, Switzerland or the UK and your Personal Data is transferred to a third country, that third country may not offer the same level of data protection as your home country. However, we transfer Personal Data pursuant to applicable data protection laws. To transfer your Personal Data outside of the EEA, Switzerland or the UK, we rely on the European Commission's adequacy decisions on certain countries and, for other jurisdictions, we rely on the Standard Contractual Clauses as approved by the European Commission and any applicable country addenda.

By using our Services, you understand and acknowledge that your Personal Data will be processed and stored in our facilities and servers in the United Kingdom and may be disclosed to our service providers and affiliates in other jurisdictions.

10. Changes to the privacy policy

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

11. How to contact us

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

You can contact our Data Protection Officer at supportdesk@yourroom.ai in matters related to Personal Data processing.



Usage Policies

Effective: April 2nd 2024

We aim for our tools to be used safely and responsibly, while maximising 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. Violating our policies could result in action against your account, up to suspension or termination. We also work to make our Services safer and more useful, by prompting 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 rely on the Third Party services we use to provide essential layers of protection. Our policies will evolve based on what we learn over time.

Universal Policies

To maximise 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 YourRoom service these rules apply:

1. Comply with applicable laws – for example, don't compromise the privacy of others, engage in regulated activity without complying with applicable regulations, or 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.
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 unauthorised 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, sexualise children, or promote violence, hatred or the suffering of others.
4. Respect our safeguards - don't circumvent safeguards or safety mitigations in our services.

5. Don't compromise the privacy of others, including collecting, processing, disclosing, inferring or generating personal data without complying with applicable legal requirements.
6. Don't perform or facilitate the following activities that may significantly impair the safety, wellbeing, or rights of others, including:
 - a. 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
 - b. 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)
 - c. Facilitating real money gambling or payday lending
 - d. Engaging in political campaigning or lobbying, including generating campaign materials personalised to or targeted at specific demographics
 - e. Deterring people from participation in democratic processes, including misrepresenting voting processes or qualifications and discouraging voting
7. Don't misuse our platform to cause harm by intentionally deceiving or misleading others, including:
 - a. Generating or promoting disinformation, misinformation, or false online engagement (e.g., comments, reviews)
 - b. Impersonating another individual or organisation without consent or legal right
 - c. Engaging in or promoting academic dishonesty
 - d. 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
8. Don't use our Services in ways that may be inappropriate for minors, including:
 - a. Sexually explicit or suggestive content.



Service Credit Terms

Effective: April 2nd 2024

These YourRoom Service Credit Terms (“Terms”) are an agreement between you and YourRoom (or our affiliates) and govern your purchase, receipt, or use of any credit redeemable for our Services (“Service Credit”). Capitalised terms used but not defined in these Terms will have the meanings set forth in the agreement between you and YourRoom governing your use of the applicable Services (the “Agreement”).

1. We may offer the option to prepay for certain Services through the purchase of credits (“Prepaid Service Credits”). Prepaid Service Credits represent the amount you have paid in advance for use of the respective Services. Additional terms may apply to specific Services.
2. We may also offer Service Credits free of charge as part of a promotional program rather than for purchase (“Promo Service Credits”). Promo Service Credits will not be applied against any sales, use, gross receipts, or similar transaction based taxes that may be applicable to you.
3. Service Credits are not legal tender or currency; are not redeemable, refundable, or exchangeable for any sum of money or monetary value; have no equivalent value in fiat currency; do not act as a substitute for fiat currency; and do not constitute or confer upon you any personal property right. Service Credits are non-transferable and may be used only in connection with the applicable Service.
4. All sales of Services, including sales of prepaid Services, are final. Service Credits are not refundable and expire one year after the date of purchase or issuance if not used, unless otherwise specified at the time of purchase.
5. Your available Service Credit balance may be reviewed in your YourRoom account. You are solely responsible for verifying that the proper amount of Service Credits has been added to or deducted from your balance. Your Service Credit balance is not a bank account, digital wallet, stored value account, or other payment device.
6. We prohibit and do not recognize any purported transfers, sales, gifts, or trades of Service Credits. Evidence of any attempt to use, sell, or transfer Service Credits in any manner violates these Terms and may result in revocation, termination, or cancellation of the Service Credits and/or your use of the Services without refund and/or immediate suspension or termination of your account.
7. We reserve the right to suspend or terminate your use of the Services in accordance with the Agreement, including suspending or terminating your Service Credit balance, in compliance with applicable law.
8. We may modify these Terms at any time by posting a revised version on our website or by emailing the email associated with your account. The modified Terms will become effective upon posting or, if we notify you by email, as stated in the email message. By receiving or using any Service Credit after the effective date of any modification to these Terms, you agree to be bound by the modified Terms.