

Thank you for selecting elephantroom. You are about to enter into a binding agreement between Yourself and elephantroom, governing Your use of Our Services. Please read this agreement thoroughly. THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, THE GRANTING OF RIGHTS AND INDEMNITIES TO US BY YOU, AS WELL AS LIMITATIONS ON YOUR RIGHTS AND REMEDIES.

TERMS OF SERVICE

Last Modified: 20 May 2025

These Terms of Service ("Terms") constitute a binding agreement between You (defined below) and Liquid Sassella s.r.l., incorporated under Italian law, with registered offices at Piazza Garibaldi, 5, 23100 Sondrio, Italy, including its subsidiaries and affiliates (collectively "elephantroom", "We", "Our", or "Us"). These Terms, along with any documents expressly referenced herein, govern Your access and use (as a visitor or registered user) of www.elephantroom.ai, the elephantroom mobile app, and all products, applications, features, software, technologies, content, functionality, and services provided through www.elephantroom.ai or the elephantroom mobile app, or future offerings by elephantroom (collectively the "Services").

If You access or use the Services on behalf of a corporation, sole proprietorship, company, government entity, or other organization, You represent and warrant that You have authority to bind that organization. If You access the Services on behalf of a minor, You represent and warrant that You are the minor's parent or guardian, have legal authority to consent to these Terms, and agree that the minor will comply with and be bound by these Terms. "You" refers to the entity, minor, or individual accessing and using the Services, as applicable.

The Services are intended for users aged 16 or older. By accepting these Terms, You affirm that You meet the age and eligibility requirements for entering into a binding contract in Your jurisdiction and elephantroom's eligibility criteria. Failure to meet these conditions prohibits Your use of the Services, and We may suspend Your account if We suspect age or eligibility violations.

Please review these Terms carefully prior to using the Services. Your registration or use of the Services indicates Your agreement to these Terms and our Privacy Policy, which can be accessed at <https://elephantroom.ai/privacy-policy>. If You disagree with or cannot comply with these Terms or our Privacy Policy, You must cease accessing or using the Services immediately.

1. ACCESS TO AND USE OF THE SERVICES

1.1. Ownership of Intellectual Property in the Services

elephantroom and its licensors own (i) the Services and (ii) the Services' entire contents, features, and functionality, including but not limited to all information, software, data files, text, displays, images, video, and audio, and the design, selection, and arrangement thereof (the "Materials"). The Services and the Materials are protected by United States' and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.



The elephantroom name; the term elephantroom; the elephantroom logo ; and all related names, logos, product and service names, designs, and slogans are trademarks of elephantroom or its affiliates or licensors. You must not use such marks without the prior written permission of elephantroom.

1.2. Access to and Use of the Services and Materials

Upon Your acceptance of these Terms, elephantroom authorizes You to access and make Permitted Use (as defined below) of (a) the Services and (b) within the context of the Services, the Materials.

Except pursuant to Sections 1.3 and 2.2, elephantroom does not transfer or license to You any intellectual property right or other right, title, or interest in or to the Services, the Materials, any copies of the Services or the Materials, or any other asset. For the avoidance of doubt, the preceding sentence does not restrict any automatic reproduction or other use of Materials typical of computers accessing websites, to the extent necessary for Your computer to access and use the features of the Services provided to elephantroom's customers generally. elephantroom reserves all rights not expressly granted by these Terms.

1.3. Permitted Uses

Provided that You comply with these Terms, elephantroom grants You a limited, nonexclusive, revocable, non-transferable, non-sublicensable license to do the following, depending on Your account type:

A) Personal accounts for personal use:

- Use the Materials and the Services to create two-dimensional or three-dimensional room designs or floor plans within the context of the Services for personal, non-commercial or non-revenue generating purposes.
- Create photorealistic renders with elephantroom watermark of any room designs or floor plans You create using the Services and the Materials ("Renders"), and save, print, and download the Renders for Your personal use.
- Participate in contests, community events, sweepstakes, and other sales promotions, to the extent such activities are offered by elephantroom and subject to elephantroom's separate rules governing those activities (see Section 1.6 below).
- Access marketplace of furniture items to find products of third parties and process purchases on third parties e-commerce.

1.4. Prohibited Uses

You must not use the Services other than for lawful purposes and in accordance with these Terms. By way of example and without limitation, You must not:

- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of Materials from elephantroom.ai or the elephantroom mobile app.
- Access or use any part of the Services or any services or Materials available through the Services, for any use other than Permitted Uses.
- Use the Services or Materials for service bureau or time-sharing purposes or in any other way allow third parties to exploit them.
- Access, view, use, or copy any of the data files from which elephantroom's objects and floor plans are rendered, or any URLs at which such data files are located, other than (a) through Permitted Uses of the Services to create floor plans, including manipulating objects and floor plans.
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Services' or Materials' source code or data files.
- Violate in any way any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- Use the Services for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- Transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- Impersonate or attempt to impersonate elephantroom, its employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which may harm elephantroom or users of the Services, or expose them to liability.
- Use the Services in any manner that could disable, overburden, damage, or impair the site or the elephantroom mobile app or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.

- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the Materials on the Services.
- Use any manual process to monitor or copy any of the Materials on the Services, or for any other purpose not expressly authorized in these Terms, without Our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attack the Services through any cyber attack or other means, including without limitation a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.
- Post any User Contribution (as defined below in Section 2) that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote or use sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or other classification protected by applicable law.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or upload or use any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Our Privacy Policy.
- Post any User Contribution that is likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Engage in conduct that causes annoyance, inconvenience, or needless anxiety, or that is likely to upset, embarrass, alarm, or annoy any other person.
- Misrepresent Your identity, or Your affiliation with any person or organization.
- Use the Services for commercial or revenue-generating activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising, other than as provided by the Permitted Uses.
- Give the impression that any of Your activities emanate from or are endorsed by elephantroom or any other person or entity, if this is not the case.

- Provide Your password or log-in information to any other person or third party.
- Share non-public Materials or other Services content with any third party.

Any use of the Services or Materials not expressly permitted by these Terms constitutes a breach of these Terms, and may violate copyright, trademark, or other laws. If You copy, modify, download, or otherwise use or provide any other person with access to any part of the Services other than as allowed by the Permitted Uses, or violate these Terms in any other way, Your right to use the Services will terminate immediately, and You must, at Our option and without limiting Our other rights or remedies, return or destroy any copies of the Materials You have made.

1.5. Subscriptions

elephantroom doesn't have subscription plans, offers certain paid Services through elephantroom.ai and through the elephantroom mobile app ("Subscription(s)").

Third-party payment services. We may integrate with the third-party services for the purpose of facilitating payment and the completion of Your purchases. By submitting Your information, You grant us the right to provide the information to these third parties subject to Our Privacy Policy.

1.6. Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through Our website may be governed by rules that are separate from these Terms. If You participate in any Promotions, please review the applicable rules as well as Our Privacy Policy. If the rules for a Promotion conflict with these Terms, Promotion rules will apply.

2. RIGHTS TO USER CONTRIBUTIONS

2.1. User Contributions and Uploaded Images

“User Contribution” refers to any virtual room, furniture array, floor plan, or other two-dimensional or three-dimensional scene, arrangement, representation, or image You create using the Services. User Contributions include, without limitation, any images of textures, architectural drawings, or other images You upload to the Services (any “Uploaded Image”), as well as any modified version of Materials that You create. You understand and agree that any User Contribution, including without limitation incorporated Uploaded Images, that You create, post, submit, publish, display, or transmit will be considered non-confidential.

2.2. Assignment

YOU HEREBY IRREVOCABLY ASSIGN TO elephantroom, AND elephantroom HEREBY ACCEPTS, ALL OF YOUR OWNERSHIP, RIGHT, TITLE, AND INTEREST IN AND TO EACH USER CONTRIBUTION.

ADDITIONALLY, YOU HEREBY IRREVOCABLY ASSIGN TO elephantroom, AND elephantroom HEREBY ACCEPTS, ALL OF YOUR OWNERSHIP, RIGHT, TITLE, AND INTEREST IN AND TO ANY OF THE FOLLOWING THAT YOU CREATED USING THE SERVICES AT ANY TIME BEFORE EXECUTION OF THESE TERMS OF USE: ANY VIRTUAL ROOM, FURNITURE ARRAY, OR OTHER TWO-DIMENSIONAL OR THREE-DIMENSIONAL ARRANGEMENT OR REPRESENTATION, AND ANY MODIFIED VERSION OR MATERIALS OF THE FOREGOING THAT YOU CREATED (collectively, any “Prior Contributions”), except to the extent already separately assigned to elephantroom. If Your Prior Contributions contain any textures, images, comments, descriptions, or other text of third parties that You upload to the elephantroom website or mobile app (“Prior Uploaded Image”), You hereby grant elephantroom a nonexclusive, perpetual, irrevocable, fully paid, royalty-free, worldwide license, effective as of the date of creation, to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, and import such Prior Uploaded Image, with the right to sublicense and transfer each and every such right, in any medium now known or hereafter developed.

The rights assigned above pursuant to this Section 2.2 include, without limitation: (a) all copyrights, trademarks, trade secrets, and other intellectual property rights and all other rights that may hereafter be vested relating to User Contributions, and Prior Contributions, arising under any jurisdiction's laws, together with all national, foreign, state, provincial, and common law registrations, applications for registration, and renewals and extensions thereof; (b) all goodwill associated with User Contributions, and Prior Contributions; and (c) all benefits, privileges, causes of action, and remedies relating to any of the foregoing, whether before or hereafter accrued (including without limitation the exclusive rights to apply for such registrations, renewals, and/or extensions, to sue for all past infringements or violations of any of the foregoing, and to settle and retain proceeds from any such actions).

In exchange for this assignment, elephantroom hereby grants You a nonexclusive, perpetual, royalty-free, non assignable, non-sublicensable worldwide license to reproduce, modify, publicly display, and publicly perform Your User Contributions within the Services. In addition to the restrictions of Section 13 (*Disclaimer of Warranties*), elephantroom makes no representation or warranty of any kind, express, implied, or statutory, with respect to such rights, including without limitation any such representation or warranty that the User Contributions will not infringe or misappropriate intellectual property rights, privacy rights, or other rights of third parties.

2.3. License and Backup License

You also grant elephantroom a nonexclusive, perpetual, irrevocable, royalty-free worldwide license to reproduce, modify, publicly display, publicly perform, and distribute any textures, images, comments, descriptions, or other text that You upload to the elephantroom website or mobile app.

To the extent, if any, that Section 2.2 above (*Assignment*) does not provide elephantroom with all right, title and interest in and to User Contributions or Prior Contributions, You hereby grant elephantroom a nonexclusive, perpetual, irrevocable, fully paid, royalty-free, worldwide license, effective as of the date of creation, to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, and import such User Contribution, Prior Contribution or Prior Uploaded Image, with the right to sublicense

and transfer each and every such right, in any medium now known or hereafter developed.

2.4. Reps & Warranties re User Contributions

You represent and warrant that:

- You: (a) own all right, title, and interest in and to each Uploaded Image or (b) You have received a valid license to each Uploaded Image, granting you rights sufficient to grant the license thereto set forth above in Section 2.3 (*Backup License*), without the further consent of any person or entity.
- You own all rights, title, and interest in and to all other components of each User Contribution, except Materials owned by elephantroom.
- All User Contributions do and will comply with these Terms.
- You (a) own all right, title, and interest in and to each Prior Uploaded Image or (b) You have received a valid license to each Prior Uploaded Image, granting you rights sufficient to grant the license thereto set forth above in Section 2.3 (*Backup License*), without the further consent of any person or entity.

You understand, acknowledge, and agree that: (a) You are responsible for any User Contributions You submit or contribute; (b) You, not elephantroom, have full responsibility and liability for such content, including its legality, reliability, accuracy, and appropriateness; and (c) elephantroom is not responsible or liable to any third party for the content or accuracy of any User Contribution or any other user of the Services.

3. CONFIDENTIALITY

3.1. Confidential Information

“Confidential Information” refers to the following items: (a) any document elephantroom marks “Confidential”; (b) any information elephantroom orally designates as “Confidential” at the time of disclosure, provided elephantroom confirms such designation in writing within 14 business days, as well as the following information whether or not marked or designated confidential: (c) all elephantroom source code; (d) all data files underlying the objects and floor plans the Services allows users to create or manipulate as rendered images; (e) all URLs at which any of the foregoing are stored; and (d) any other nonpublic, sensitive information You should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Your possession at the time of disclosure, without violation of any person’s or entity’s rights; (ii) is independently developed by You without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of an improper action or inaction; or (iv) is approved for release in writing by elephantroom. You are on notice that the Confidential Information may include elephantroom’s valuable trade secrets.

3.2. Nondisclosure

You must not use Confidential Information for any purpose other than Your use of the Services (the “Purpose”). You: (a) must not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with You with terms no less restrictive than those of this Section 3; and (b) shall not disclose Confidential Information to any other third party without elephantroom’s prior written consent. Without limiting the generality of the foregoing, You shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. You must promptly notify elephantroom of any misuse or misappropriation of Confidential Information that comes to Your attention. Notwithstanding the foregoing, You may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. You must give elephantroom prompt notice of any such legal or governmental demand and reasonably cooperate with elephantroom, in any effort to seek a protective order or otherwise to contest such required disclosure.

3.3. Termination, Return, and Retention of Rights

Upon termination of these Terms, You must return or destroy all copies of Confidential Information or, if elephantroom so requests, certify in writing the destruction thereof. These Terms do not transfer ownership of Confidential Information or grant a license thereto. elephantroom will retain all right, title, and interest in and to all Confidential Information.

4. ACCOUNT SECURITY

You are responsible for ensuring that all persons who access the Services through Your account and through Your internet connection are aware of these Terms and comply with them.

5. ACCESSIBILITY OF THE SERVICES

elephantroom reserves the right to withdraw or amend the Services and any Materials we provide through the Services in Our sole discretion and without notice. elephantroom will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users. You understand and agree that You may lose access to Materials at any time.

To access the Services or some of the resources it offers, You may be asked to provide certain registration details or other information. It is a condition of Your use of the Services that all the information You provide on the Services is correct, current, and

complete. You agree that all information You provide to register with this Services or otherwise, including, but not limited to, through the use of any interactive features on the Services, is governed by Our Privacy Policy, and You consent to all actions we take with respect to Your information consistent with Our Privacy Policy.

You must not disclose your username or password to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to this Services or portions of it using Your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of Your username or password or any other breach of security. You understand and agree that accessing Your account from a public or shared computer increases the risk that others will view Your passwords, personal information, and other information, and You agree to take extra precautions when accessing Your account from such a medium.

elephantroom has the right to disable any username, password, or other identifier, whether chosen by You or provided by Us, at any time in Our sole discretion for any or no reason, including if, in Our sole discretion, You have violated any provision of these Terms.

6. MONITORING AND ENFORCEMENT

elephantroom has the right to:

- Remove or refuse to post any User Contributions for any or no reason in Our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in Our sole discretion, including if we believe that such User Contribution violates the Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for elephantroom.
- Where permitted by applicable law, disclose Your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

Without limiting the foregoing, elephantroom and its affiliates, licensees, and service providers may cooperate fully with law enforcement authorities or court orders requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services under appropriate circumstances. YOU WAIVE AND HOLD HARMLESS elephantroom AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY SUCH COOPERATION OR FROM THE ACTS OR OMISSIONS OF LAW ENFORCEMENT AUTHORITIES.

You understand and agree that: (a) elephantroom does not undertake to review all material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted; (b) elephantroom is not responsible or liable for any action or inaction regarding transmissions, communications, or content provided by any user or third party; and (c) elephantroom has no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section 6.

All data processing activities are subject to and compliant with the **General Data Protection Regulation (GDPR) (EU) 2016/679** and any applicable data protection laws. For details on how personal data is collected, stored, and used, please refer to Our Privacy Policy, which is available at <https://elephantroom.ai/privacy-policy>.

7. CHANGES TO THE TERMS

elephantroom may amend these Terms at Our sole discretion from time to time by posting a revised version on the elephantroom website or making it available within the Service or within the elephantroom mobile app. Therefore, you must look at the Terms regularly to check for such changes. Such revised versions of these Terms will become effective immediately upon being posted. If You do not want to accept amended Terms You shall not use Our service. Your continued use of the Service after the date the amended Terms are posted will constitute Your acceptance of the amended Terms. The contents of the Services are not necessarily complete or up to date. Any of the material on the Services may be out of date at any given time, and We are under no obligation to update such material.

8. TERMINATION

The agreement between You and elephantroom runs for an indefinite term. elephantroom may unilaterally terminate these Terms at any time upon written notice to You. You may terminate these Terms with immediate effect by deleting Your account at Our website or mobile application. Your projects and any related data will be deleted. In addition to elephantroom may immediately and without giving notice suspend or terminate Your access to the Services if You breach these Terms.

Upon termination, You lose the right to access or use the Services and the Materials. The following provisions of these Terms will survive termination: (a) Sections 1.1, 2, 3, 6, 13, 14, 15, 16, 17, 18, 19, and 20; (b) any payment obligation You incurred before termination; and (c) any provision of these Terms that must survive to fulfill its essential purpose.

9. ERROR REPORTING AND FEEDBACK

You may provide us directly at info@elephantroom.ai with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to Our Services (“Feedback”). You acknowledge and agree that: (i) You shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) elephantroom may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from You or any third party; and (iv) elephantroom is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, You grant elephantroom and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

10. RELIANCE ON INFORMATION POSTED

THE INFORMATION PRESENTED ON OR THROUGH THE SERVICES IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. elephantroom DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. elephantroom DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER PERSON OR ENTITY.

These Services may include content provided by third parties, including materials provided by other users. All such content is solely the responsibility of the person or

entity providing those materials. elephantroom is not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

The Services may use AI to suggest layouts, furniture, or space planning solutions. These suggestions are generated algorithmically and are provided for general guidance only. **They do not constitute professional architectural, interior design, or construction advice**, and elephantroom makes no representations regarding their accuracy, feasibility, or suitability. Users are solely responsible for verifying all information before making decisions.

Measurements and room scans are user-generated or AI-assisted and may be subject to errors or limitations. **elephantroom is not liable** for decisions made based on potentially inaccurate measurements or spatial data.

11. LINKS FROM THE SERVICES

If the Services contain links to other sites and resources provided by third parties, these links are provided for Your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. elephantroom has no control over the contents of those sites or resources, and it is not responsible or liable for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third-party websites linked to the Services, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites.

elephantroom may receive compensation from third-party sellers when You make a purchase via a referral link on Our platform. This does not affect Your price and does not imply endorsement of any product.

11.1 Third-Party Products Disclaimer

elephantroom may display, reference, or link to third-party products, including furniture and accessories, within its Services. These references may include visual representations in 3D designs or links to third-party websites for purchasing.

elephantroom does not warrant or guarantee that the displayed products, including but not limited to their **color, material, shape, dimensions, or price**, will precisely match the items offered on third-party websites.

You acknowledge and agree that:

- Product accuracy and availability are solely the responsibility of the third-party seller.
- Any transactions made via third-party platforms are strictly between You and the seller.
- elephantroom **disclaims any liability** for inaccuracies, purchase issues, damages, or disputes arising from Your interaction with or reliance on third-party websites or products.

Use of third-party links and purchases is at Your own risk.

12. GEOGRAPHIC RESTRICTIONS

The owner of the Services is based in Italy. elephantroom makes no claims that the Services or any of its content is accessible or appropriate in any other country. Access to the Services may not be legal by certain persons or in certain countries. If You access the Services from outside of the European Union. You do so on Your own initiative and are responsible for compliance with local laws.

13. DISCLAIMER OF WARRANTIES

You understand and agree that elephantroom does not guarantee or warrant that information available for downloading (if any) in connection with the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to Our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL PROVIDED THROUGH THEM, OR ON ANY WEBSITE LINKED TO THEM.

YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES AND THEIR CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER elephantroom NOR ANY PERSON ASSOCIATED WITH elephantroom MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER elephantroom NOR ANYONE ASSOCIATED WITH elephantroom REPRESENTS OR WARRANTS THAT THE SERVICES OR THEIR CONTENT OR ITEMS OBTAINED THROUGH THE

SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, elephantroom HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR FITNESS FOR PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, elephantroom HAS NO OBLIGATION TO INDEMNIFY, DEFEND, OR HOLD YOU HARMLESS, INCLUDING WITHOUT LIMITATION AGAINST CLAIMS RELATED TO PRODUCT LIABILITY OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL elephantroom, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO THEM, THE MATERIALS, OR ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICES OR ON SUCH OTHER WEBSITES, TO THE EXTENT SUCH DAMAGES

CONSIST OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE PROVISIONS OF THIS SECTION 14 DO NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless elephantroom, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claim, suit, or proceeding arising out of or related to, or alleging Your use of the Services or Materials or other assets gained through these Terms (any “Indemnified Claim”). Indemnified Claims, include, without limitation, claims, suits, and proceedings arising out of, related to, or alleging: (a) conduct that would violate these Terms or any use of the Services’ content, services, and products other than as expressly authorized in these Terms; (b) intellectual property infringement, violation of privacy, or misappropriation of trade secrets related to elephantroom’s use or exploitation of Uploaded Images or other User Contributions; or; or (iii) Your use or misuse of Materials or of other information obtained from the Services. Your obligations set forth in this Section 15 include, without limitation, retention and payment of attorneys and payment of court costs, as well as settlement at Your expense and payment of judgments and of any other liabilities, damages, awards, losses, costs, expenses, or fees. elephantroom will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. elephantroom retains the right to defend itself to the extent that You fail to satisfy Your obligation to defend and indemnify elephantroom, without waiving or forfeiting its right to defense and indemnification.

16. GOVERNING LAW AND PROCEDURES

All matters relating to the Services and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Italy without giving effect to any choice of law or conflict of law provision or that would apply the substantive laws of another jurisdiction to the parties' rights or duties.

These Terms do not permit class action (or class arbitration) or any claims brought in any class or representative arbitration proceeding, and You hereby waive any right to such an action or proceeding.

17. DISPUTE RESOLUTION

17.1. Initial Dispute Resolution Process

In the event of any dispute, controversy or claim arising out of or relating to these Terms (or any policy, document or agreement incorporated herein), or Your use of the Services or the Materials, including the breach, termination or validity of these Terms, or whether based on contract, tort, intellectual property, fraudulent misrepresentation, statute, regulation, constitution, common law, equity, or any other legal basis (hereinafter, the "Dispute"), You and elephantroom agree to first attempt in good faith to negotiate the Dispute informally for at least thirty (30) calendar days before initiating any action.

Negotiations shall begin upon receipt of written notice sent by the party bringing the dispute.

17.2. Arbitration

Should the parties fail to reach a resolution of the Dispute through the procedures of Section 17.1 above (*Initial Dispute Resolution Process*), You and elephantroom agree to submit the Dispute to the following:

- Disputes where the **estimated** monetary value of the principal claim is **less than EUR 50,000** shall be settled by the **competent courts of Sondrio, Italy**, which shall have exclusive jurisdiction.
- Disputes where the **estimated** monetary value is **equal to or exceeds EUR 50,000** shall be settled by **The Milan Chamber of Arbitration** (Camera Arbitrale di Milano or the "CAM"), in accordance with its Rules. The number of arbitrators shall be three. The **Italian law** shall govern the Dispute. The venue shall be Sondrio, Italy. The arbitration shall be conducted in English.

elephantroom and You agree to litigate or to arbitrate solely on an individual basis, and You waive and relinquish, to the fullest extent permitted by law, class action or class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration/litigation proceeding. The judge or arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Notwithstanding the provisions of this Section 17.2 or of Section 17.1, elephantroom reserves the right to obtain injunctive or other equitable relief in any jurisdiction when it deems it necessary, including without limitation before, during, or after any arbitration or informal dispute resolution process.

18. LEGAL PROCEDURES AND COSTS

You agree that breach of Section 2.2, 2.3, 2.4, 3, or 15 would cause elephantroom irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, elephantroom will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

The prevailing party in any litigation related to this Terms shall be reimbursed by the losing party for its reasonable attorneys' fees and other reasonable out-of-pocket expenses incurred in such litigation, including without limitation in appellate courts.

19. LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. THIS SECTION 19 DOES NOT LIMIT elephantroom'S RIGHT TO COMMENCE A CAUSE OF ACTION OR CLAIM.

20. NOTICES

Any notice to be given hereunder by You to elephantroom shall be by mail to Attn: Legal Department and by email to: legal@elephantroom.ai

Any notice to be given hereunder by elephantroom to You shall be sent to Your email address You have provided to elephantroom.

21. WAIVER AND SEVERABILITY

No waiver by elephantroom of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of elephantroom to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

22. ENTIRE AGREEMENT

The Terms, including Privacy Policy constitute the sole and entire agreement between You and elephantroom regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

23. YOUR COMMENTS AND CONCERNS

This website is operated by Liquid Sassella s.r.l., Piazza Garibaldi, 5 Sondrio, Italy 23100.

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: info@elephantroom.ai