

Platform Terms

Version: February 2025

1. General

These Terms of Service (the “**Platform Terms**” or the “**Platform Agreement**”) constitute a legally binding agreement made between you (“**User**,” “**you**,” or “**your**”) and Vertical Studio B.V. (“**Vertical AI**,” “**we**,” “**us**,” or “**our**”), governing your access to and use of the Vertical platform including any related services, websites, applications, or associated media channels (the “**Platform**”).

By accessing the Platform, you acknowledge that you have read, understood, and agree to be bound by these Platform Terms. If you do not agree to these Platform Terms, you are expressly prohibited from using the Platform and the accompanying Services and must discontinue use immediately.

Vertical AI reserves the right to unilaterally change these Platform Terms. Vertical AI will announce any material changes and additions to these Platform Terms at least thirty days ahead to User. If User does not agree with the changes or additions, User has the right to terminate the Platform Agreement until the date such change or additions enters into effect. Continued use after the effective date applies as acceptance of the amended Platform Terms.

2. Eligibility

By using the Platform and our Services, you affirm that you are at least 18 years old, or the age of majority in your jurisdiction, and have the legal capacity to enter into these Platform Terms. If you are using the Platform and our Services on behalf of an entity, you represent that you have the authority to bind the entity to these Terms and User means the entity you represent.

3. Platform Services

Vertical provides an innovative platform available through app.verticalstudio.ai (“**Platform**”), for AI model fine-tuning, training, and deployment, specifically

designed to allow Users to use, train and fine-tune models through a no-code interface and distribute these models to end-users via cloud and/or blockchain technology (“**Services**”). The Services are only available to Users via the Platform. These Platform Terms describe the terms and conditions applicable to the relationship between Vertical AI and you as our User, and apply to all use of the Services.

Purpose of the Services

Through the Platform, Users interact with other Users of the Platform, and conclude and perform agreements with other Users. These Platform Terms do not govern any (commercial and legal) relationship between Users. We are solely a platform facilitator for Users. The terms and conditions for interactions between Users among themselves are the subject matter of agreements that Users agree among themselves (“**User Agreements**”). Vertical AI is not a party to such User Agreements and shall not be held liable for any damages, as a result of agreements or interactions between Users, as further described in clause 11 of these Platform Terms.

Services Provided:

- AI Model Fine-tuning: Users can select AI models to fine-tune based on specific datasets.
- Marketplace: A marketplace on the Platform where models and datasets are exchanged between the User who developed that model or uploaded that dataset (**User-Developers**) and the User procuring such model or dataset (**End-Users**).
- Token Economy: Access by Users to paid features, such as enhanced model training, via the VERTAI token.
- Vertical Cloud Services: Centralized and decentralized compute and hosting services, with optional (if available and if applicable) blockchain-based functionalities for staking, credit purchases, and AI model fine-tuning and hosting.

4. Account Registration

You as a User are required to create an account to access certain features of the Platform. You agree to provide accurate, current, and complete information when creating an account and to update your account details as necessary.

You are responsible for maintaining the confidentiality of your account credentials and are fully responsible for all activities that occur under your account. We reserve the right to suspend or terminate accounts that violate these Platform Terms.

5. Payment and Fees

Certain features of the Platform may require the purchase or payment of fees using crypto currency tokens or other approved payment methods. By making a purchase, you agree to provide current, accurate payment information. You acknowledge that cryptocurrency transactions are subject to market price fluctuations, transaction fees, and blockchain validation times, and Vertical AI is not responsible for lost value due to market volatility.

All transactions conducted on the Platform are final and non-refundable unless explicitly stated otherwise.

6. Intellectual Property

Vertical AI (or its licensor or supplier, as applicable) is the exclusive owner of all intellectual property rights vesting in and relating to the Platform, including but not limited to software, underlying source- and object code, graphics and logo's. These intellectual property rights include but are not limited to patents, patent applications, trademarks, trademark applications, database rights, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, property rights and processes (“**Intellectual Property Rights**”). Nothing in these Platform Terms shall be construed to assign or confer to User any Intellectual Property Rights pertaining to the Platform.

Vertical AI grants User a limited, non-exclusive, non-sublicensable, non-transferable and revocable license for the duration of the Platform Agreement to access and use the Platform solely in accordance with these Platform Terms and in a manner that complies with all legal requirements applicable to the use of the Platform. User will not reproduce, resell or distribute any part of the Platform without Vertical AI's explicit written consent.

The Platform allows Users to contribute, upload, or share content, including but not limited to input, models, and output, datasets, feedback, images, text, code and

suggestions (“**Contributions**”).

As a User, you are responsible for your Contributions and warrant, represent and guarantee that you are the rightful owner and/or have obtained all necessary permission(s) and/or license(s) from the rightful owner(s) of (the rights to) such Contributions and that no rights of third parties and/or licenses applicable to the Contributions forbid or restrict the reproduction, making available to the public, modification, alteration, transmission, displaying and/or other use of such Contributions.

By making Contributions to the Platform, you grant us a royalty-free, non-exclusive, sub-licensable, worldwide, perpetual license and all necessary permissions and/or consents required (with full right to sub-license) to reproduce, make available to the public, modify, alter, transmit, display and use the Contributions and any other materials provided or made available by you on the Platform.

7. Prohibited Activities

You agree not to:

- Use the Platform and Services for any illegal activities or unauthorized purposes.
- Circumvent or disable security-related features of the Platform.
- Upload harmful or malicious software, including viruses, to the Platform.
- Engage in any activities that may harm or misuse the Platform, including data scraping or reverse engineering.
- Create, upload, or distribute hate speech, violence, child abuse material, or non-consensual explicit content, misinformation, deepfakes, or AI-generated deceptive content.
- AI models for fraud, impersonation, or financial/military applications, and other inappropriate content that violates ethical or legal standards.

8. Privacy and Data Protection

When you use our Platform, we collect certain personal data of you, such as your account credentials. These processing activities are governed by our Privacy Notice, which details how we collect, use, and protect your personal data.

If you as a User are based outside the EU and your Contributions include personal data or personal identifiable information, the warranties, representations and guarantees you make under article 6 of these Platform Terms include any warranties, representations and guarantees with respect to privacy or personal data protection related rights vested in or related to such personal data or personal identifiable information. You shall at all times ensure compliance with any privacy or personal data protection related legislation as applicable to you as a User.

If you as a User are based in the EU and upload personal data on our Platform outside purely personal use, we operate as a Data Processor and you operate as a Data Controller under the EU General Data Protection Regulation. In this context, you as a User and we as Vertical AI agree on a Data Processing Agreement, attached as Annex 1 to these Platform Terms.

9. Blockchain-Based Transactions

Vertical AI integrates blockchain technology to ensure secure and transparent transactions for the distribution of AI models. You acknowledge that blockchain transactions are immutable and that we cannot reverse or alter any transactions once completed.

You are solely responsible for managing your crypto assets and wallet addresses. We are not responsible for any losses due to the misuse of wallet keys or errors in transactions.

Vertical AI reserves the right to monitor, suspend, freeze, or refuse transactions or accounts if there is a reasonable suspicion of fraudulent activity, money laundering, or any other form of financial crime. Users acknowledge that Vertical AI may be legally required to report such activities to relevant regulatory authorities and cooperate with law enforcement or compliance investigations.

10. Token Economy

The Vertical token is an integral part of the Vertical platform, providing access to premium services and incentivizing user contributions. By using VERTAI tokens,

you agree to comply with all applicable laws and regulations regarding cryptocurrencies in your jurisdiction.

11. Liability

Vertical AI is not liable for any loss or damages connected with or arising out of the Platform and Services provided, including but not limited to damages:

- a) In the form of indirect, punitive and consequential damages, such as loss of profits or loss of expected revenue or gains, including any loss of anticipated profits and/or any actual or hypothetical losses, whether direct or indirect, including for example missed sale opportunities, or actions that the User might have taken, should a certain circumstance have not arisen;
- b) resulting or arising from any inaccuracies or any incompleteness information provided by the User;
- c) resulting or arising from any actions by the User that violate the Platform Terms, any other terms or policies referenced these Platform Terms, or any policies published on the Platform;
- d) resulting or arising from any actions of a third party for which Vertical AI is not responsible, including any damages resulting from or in connection to Third Party Agreements;
- e) Vertical AI's failure to fulfill any obligation under these Platform Terms due to events beyond Vertical AI's reasonable control;
- f) Resulting or arising from a temporary inaccessibility, malfunctioning or suspension of the Platform and Services;
- g) resulting or arising from loss or corruption of data or information, including Contributions;
- h) resulting or arising from Contributions or any interactions on the Platform between Users;

In the circumstances that Vertical AI is liable, such liability is limited to:

- reasonably direct foreseeable losses or damages in connection to User's use of the Services and Platform, that do not qualify as indirect damages as defined in Article 11(a) above; and
- this amount is limited to an amount not exceeding and capped at the total amount invoiced by Vertical AI to the User in the three (3) months prior to the liability-causing event, subject to a total aggregated cap of EUR 5.000.

Nothing in these Terms will exclude or limit the liability of Vertical AI if this cannot be excluded or limited under applicable (consumer) laws, such as in case of fraud or fraudulent misrepresentation; in respect of gross negligence or wilful misconduct; or if such liability can otherwise not lawfully be limited or excluded.

Any liability claim against Vertical AI or any of its affiliated companies lapses upon expiry of twelve (12) months starting from the moment that the User becomes or could reasonably have become aware of the damage (occurring first in a series of related damage causing events).

12. User warranties and indemnification

User warrants, represents and guarantees that it complies with all applicable laws, including but not limited to intellectual property laws, (e-)privacy laws, codes of conduct, and other forms of self-regulation, and that it is not located in a country subject to trade sanctions or embargoes, nor listed on any restricted parties lists issued by any competent authority. User further warrants that it holds all necessary rights, licenses, registrations, permits, and authorizations, as well as any additional requirements set by Vertical AI, and fully adheres to the provisions of these Platform Terms. Additionally, User warrants that it has the right to use and share any Contributions through the Platform and that such use does not infringe any third-party rights.

User indemnifies and holds harmless Vertical AI, its affiliates, officers, directors, employees and agents from any and all claims, losses, damages, liabilities, expenses, actions, judgments, or causes of action (including but not limited to those related to intellectual property, privacy and data protection, regulatory compliance or other liability claims), incurred by Vertical AI arising out of or resulting from User's breach of this Platform Agreement, User's violation of applicable laws or third party rights or User's gross negligence or willful misconduct. This indemnification obligation shall survive the termination or expiration of the Platform Agreement.

13. Disclaimer warranties

To the maximum extent permitted by applicable law, Vertical AI hereby disclaims all implied warranties regarding the availability of the Platform, Services, fitness for a

particular purpose or non-infringement, including but not limited to the outcomes or functionality of AI models, datasets, or Platform functionality. The Platform is provided "as is" and "as available" without warranty of any kind, meaning that Vertical AI does not guarantee that the Platform is free of errors and functions without any interruptions. In addition, Vertical AI rejects all implied warranties that the Platform and the use thereof comply with User's expectations thereof.

If any arrangements have been made about availability or a service level, the availability of software, systems and related services is always measured in such a way that unavailability due to preventive, corrective or adaptive maintenance service or other forms of service that Vertical AI has notified User of in advance and circumstances beyond Vertical AI's control are not taken into account. Subject to proof to the contrary offered by Users, the availability measured by Vertical AI is considered conclusive.

14. Termination and amendment

We reserve the right to terminate or suspend your access to the Platform at our sole discretion, without prior notice, if you breach these Platform Terms or for any other reason deemed necessary. Upon termination, you must cease all use of the Platform.

15. Miscellaneous

Competent court and Governing Law

This Platform Agreement and any disputes arising out of or in connection with this Platform Agreement, including any non-contractual claims, are governed by the laws of Curacao. If User qualifies as a consumer within the meaning of Article 6 of Regulation (EC) No 593/2008 ('Rome I'), User will retain the protection afforded to it by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable in the country where the consumer has his habitual residence.

Governing law

Any disputes arising out of or in connection with this Platform Agreement, including any non-contractual claims, shall exclusively be resolved by the courts of Curacao. If the Platform Agreement qualifies as a consumer contract within the meaning of

Section II.4 of Regulation (EU) 1215/2012, the jurisdiction rules set out in Articles 18 and 19 of such regulation shall apply.

Order of Precedence

In the event of any inconsistency or conflict between the provisions of the following documents, the order of precedence shall be as follows, with the document listed first prevailing over those listed thereafter:

1. The main agreement concluded with Users (if any);
2. Platform Terms;
3. Data Processing Agreement;
4. other applicable annexes or schedules

If a conflict arises between provisions within the same document, the specific provision addressing the subject matter in greater detail shall prevail over a general provision.

Invalidity or unenforceability

The invalidity or unenforceability of any provision of this Platform Agreement shall not affect any other provisions of this Platform Agreement, unless any such provision is inextricably linked to the invalid or unenforceable provision. Any invalid or unenforceable provision shall be replaced or, insofar possible under Applicable Law, deemed to be replaced by a valid and enforceable provision which differs as little as possible from the invalid or unenforceable provision and reflects the intent of the invalid or unenforceable provision.

16. Contact Us

If you have any questions or need further information regarding the Platform Terms, you can contact us by email: _help_@_verticalstudio.ai.

Annex 1 – Data Processing Agreement

This Data Processing Agreement (“**DPA**”) is an annex to and integral part of the Platform Agreement between Vertical AI as “**Processor**” and you as a User and “**Controller**”. This DPA applies in as far as one or more of the territorial scope requirements of the GDPR are met.

1 DEFINITIONS

Definitions	
Approved Measure	means binding corporate rules, a code of conduct or certification mechanism as meant in article 46 of the GDPR.
EC Standard Contractual Clauses	means the EC standard contractual clauses as approved or adopted by the European Commission in accordance with article 46.2 (c) and (d) GDPR.
Data Subjects	means the natural persons whose Personal Data is processed under the Agreement by Processor or Sub-Processor on behalf of Controller.
GDPR	means the EU General Data Protection Regulation 2016/679/EC and any related and applicable national implementation legislation.
Non-Adequate Country	means a country that is deemed not to provide an adequate level of protection of Personal Data within the meaning of article 45 GDPR.
Personal Data	has the meaning as described in article 4 (1) GDPR, and in as far as processed by Processor or a Sub-Processor under the Agreement.
Personal Data Breach	has the meaning as described in article 4 (12) GDPR.
Sub-Processor	means any third party that processes Personal Data under the

	instruction or supervision of Processor but that does not fall under the direct authority of Processor.
Third Party	Means any party other than the parties to the Agreement or Sub-Processors.
Other definitions	Next to definitions as provided in Clause 1, terms used in the DPA have the same meaning as those used in the Platform Agreement, unless explicitly provided otherwise.

2 DESCRIPTION OF THE SERVICES

2.1 The subject-matter of the DPA is the processing of Personal Data by Processor on behalf of Controller and in accordance with Controller's written instructions as described in the Platform Agreement, this DPA or otherwise in writing. This includes the following processing activities:

2.1.1 Processor processes Personal Data that Users provide as input for sharing and making available to other users of the Platform, using, fine-tuning, training and implementing AI models through the Platform.

2.1.2 The nature of the processing of the Personal Data consists of, inter alia, collecting, accessing, storing, transferring, and deleting the Personal Data as further described in the Agreement.

2.1.3 The types of Personal Data processed by Processor on behalf of Controller consists of all Personal Data provided by the Users in order for Processor to provide the services as described in the Platform Agreement, with the exception of special personal data as referred to in Article 9 GDPR.

2.2 For the avoidance of doubt, Vertical AI acts as the Processor for the processing activities specified in Clause 2.1, which are covered by this DPA. For other processing activities, such as managing accounts of Users and securing the Platform, Vertical AI acts as a Controller. The processing activities performed by Vertical AI in its capacity as a Controller do not fall under the scope of this DPA.

2.3 The term of the DPA is the same as the term of the Platform Agreement. This DPA terminates when Platform Agreement terminate, unless Processor continues to process Personal Data on behalf of Controller. In that case, this DPA will terminate when Processors ceases to process Personal Data on behalf of Controller.

3 INSTRUCTIONS

- 3.1 Processor shall process Personal Data as described in this DPA only (i) on behalf and for the benefit of Controller, (ii) in accordance with Controller' written instructions and (iii) for the purposes authorized by the Platform Agreement, this DPA or otherwise in writing by Controller. Provisions in the Platform Agreement and this DPA relating to the processing of Personal Data are Controller's instructions to Processor for Processing the Personal Data.
- 3.2 Other than described in Clause 2.2. of this DPA, Processor shall not process Personal Data further than as instructed in writing and as strictly necessary for the performance of the Agreement, or as required by applicable EU or EU member state law. In case of such requirement of EU or EU member state law, Processor shall inform Controller of that legal requirement before the processing takes place, unless that law prohibits such information on important grounds of public interest.

4 COMPLIANCE WITH THE GDPR

- 4.1 Processor shall comply with the GDPR when processing Personal Data.
- 4.2 Controller shall comply with the GDPR when giving instructions to Processor in relation to the processing of Personal Data by Processor. In particular, Controller guarantees that it (i) has a valid legal ground for the processing of Personal Data by Processor on behalf of Controller, (ii) has been sufficiently transparent to the Data Subjects with respect to the Processing of Personal Data by Vertical AI and (iii) has otherwise ensured compliance with the GDPR, given the possible consequences for Data Subjects when their Personal Data is processed for development and deployment of artificial intelligence systems.

5 NON-DISCLOSURE AND CONFIDENTIALITY

- 5.1 Processor shall keep Personal Data confidential and shall not disclose Personal Data in any way to any Third Party without the prior written approval of Controller, except where such disclosure is required for the performance of the Agreement or the processing by a Sub-Processor, or where Personal Data need to be disclosed as required for audit purposes as described in Clause 11.
- 5.2 Processor shall ensure that any person working under the direct authority of Processor is committed to respect and maintain the confidentiality of the Personal Data.

6 SECURITY

- 6.1 Processor shall implement and maintain appropriate technical and organisational security measures to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. The security measures shall take into account the state of the art, the costs of the implementation and the nature, scope and context and purposes of the processing under the Agreement as well as the risk of likelihood and severity for the invasion of rights of the Data Subjects.
- 6.2 Acknowledging that the measures as described in Clause 6.1 are subject to technical progress and development, parties agree that Processor is authorised to implement adequate alternative technical and organisational measures provided, however, that such measures shall not materially fall short of the level of security as described in article 6.1.

7 SUB-PROCESSORS

- 7.1 Processor shall only permit Sub-Processors to process Personal Data with the general prior written consent of Controller, which shall not be unreasonably delayed or withheld. Processor will remain fully liable to Controller for the Sub-Processor's performance of this DPA.
- 7.2 Processor shall ensure that Sub-Processors are contractually bound to terms which offer at least the same level of protection for Personal Data as those set out in this DPA.
- 7.3 Controller is deemed to have consented in writing to the processing of Personal Data by the following Sub-Processors: [redacted]. Processor shall inform Controller of any intended changes concerning the addition or replacement of other processors, thereby giving Controller the opportunity to object to such changes, which objection shall never be unreasonable. Failing the Controller's objection within one (1) month, it will be deemed to consent to the engagement of the relevant Sub-processor.
- 7.4 If the Controller objects to the engagement of a new Sub-processor, the Processor and the Controller will consult to find a reasonable alternative for the relevant Processing. Any additional costs incurred in the agreed alternative will be payable by the Controller.

8 COOPERATION OBLIGATIONS

- 8.1 Insofar as this is possible and taking into account the nature of the processing, Processor shall cooperate and assist Controller by appropriate technical and organisational measures in cases where Data Subjects wish to exercise their rights of access, rectification, erasure, restriction or data portability.

8.2 Processor shall promptly inform Controller of any complaints, requests or enquiries received from Data Subjects directly. Processor shall not respond to such Data Subjects except where specifically instructed by Controller in writing.

8.3 Processor shall cooperate with and assist Controller – taking into account the nature of the processing and the information available to Processor – in as far as this is necessary for Controller to be able to comply with its data protection impact assessment and prior consultation obligations under the GDPR.

9 PERSONAL DATA BREACHES

9.1 Processor shall inform Controller without undue delay after becoming aware that a Personal Data Breach has occurred.

9.2 In the event of a Personal Data Breach, Processor shall promptly take required and appropriate measures to remediate the Personal Data Breach. Furthermore, Processor shall provide Controller with all relevant information as reasonably requested by Controller regarding the Personal Data Breach and provide any other assistance as reasonably required by Controller to allow Controller to comply with any possible notification obligations in this respect.

10 RETURN AND DESTRUCTION OF PERSONAL DATA

10.1 Upon termination of the Agreement or at the written request of Controller, Processor shall, at the option of Controller, return the Personal Data and all copies thereof to Controller and/or shall securely destroy such Personal Data and all copies thereof, except to the extent applicable EU or EU member state law provides longer storage. In such case:

- (a) Processor shall keep the Personal Data confidential and shall only process the Personal Data to the extent required by the applicable EU or EU member state law.
- (b) Controller shall reimburse any costs associated with the foregoing to Processor.

10.2 Any request of deletion or return of Personal Data under this Clause 10 will be performed by Processor within a reasonable timeframe after the date of the request.

11 COMPLIANCE AND RIGHT OF AUDIT

11.1 Controller shall have the right to verify Processor's compliance of the obligations under this DPA. Any such inspection will be conducted by Controller or on behalf of Controller by a qualified auditor. Processor shall make its processing systems, facilities and

supporting documentation relevant to the processing of Personal Data available for the audit and provide all assistance reasonably required for the audit. Controller shall bear all costs of such audit.

11.2 Controller shall:

- (a) give Processor reasonable notice of the intention to have an audit performed pursuant to Clause 11.1;
- (b) ensure that such audit is performed in compliance with Processors' confidentiality provisions;
- (c) ensure such audit does not unreasonably interfere with the Processor's business operations; and
- (d) conduct not more than one inspection or audit per year, unless the Controller has a reasonable pressing reason to conduct more inspections/audits.

12 INTERNATIONAL DATA TRANSFER

12.1 Any transfer of Personal Data to a Sub-Processor located in a Non-Adequate Country shall be governed by the terms of the appropriate EC Standard Contractual Clauses as concluded between Processor and Sub-Processor or by another transfer mechanism as included in Chapter 5 of the GDPR.

12.2 Clause 12.1 will not apply if the transfer is, or the transfers are covered by Approved Measures applicable to Sub-Processor. When becoming aware that the Sub-Processor no longer maintains the Approved Measure, Processor will ensure that the necessary EC Standard Contractual Clauses are concluded in absence of the Approved Measure.

13 LIABILITY

13.1 Controller and Processor expressly agree that Parties shall only be liable in accordance with the provisions set out in the Platform Terms.

13.2 In deviation of Clause 13.1, Controller shall indemnify, keep indemnified and hold harmless Processor against any claims, damages and losses of any Third Parties, including Data Subjects and enforcement actions of Data Protection Authorities, to arising out of or resulting from Controller's failure to comply with Clause 4.2 (i)-(iii).