Terms and Conditions for Applications and Services provided by The AI Machine UG

The AI Machine UG

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Contents

1   Introduction and Acceptance of Terms

These Terms and Conditions (hereinafter referred to as "Terms") govern your access to and use of applications and services (hereinafter collectively referred to as the "Services") provided by The AI Machine UG (haftungsbeschraenkt) (for short "The AI Machine UG"). This includes, but is not limited to, the following applications:

- `<magiccap/>` at https://magiccap.aimachine.io
- `<ephcall/>` at https://ephcall.aimachine.io
- `<infinity/>` at https://infinity.aimachine.io
- `<armoredfile/>` at https://armoredfile.aimachine.io

By accessing or using any of the Services, you signify that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you must not access or use the Services. Please read these Terms carefully. The Services are provided strictly for technological illustration and demonstration purposes only. They are not intended for production, commercial, critical, or any other form of real-world application where reliability, security guarantees, or data integrity are essential. These Terms apply to all users of the Services.

2   Description of Services

The Services, including `<magiccap/>`, `<ephcall/>`, `<infinity/>`, and `<armoredfile/>`, are applications designed to demonstrate technological principles:

- `<magiccap/>` and `<infinity/>` are chat applications using peer-to-peer encrypted transport with shared-secret-based authenticated session setup.
- `<infinity/>` also supports encrypted and signed session-log export with verification tooling and legacy compatibility for older plaintext log formats.
- `<ephcall/>` is an experimental peer-to-peer 1:1 voice calling application with authenticated session establishment and optional insertable-stream media E2EE depending on browser capability and session policy configuration.
- `<armoredfile/>` is a peer-to-peer file sharing application focusing on end-to-end encryption of files directly within the browser, authenticated key establishment, and ephemeral data handling.

They are designed to demonstrate technological principles such as private communication, authenticated encrypted transport, verifiable exported logs, and secure ephemeral file transfer. The Services may facilitate direct peer-to-peer communication or rely on servers for initial signaling or message relay, but generally not for data storage. You acknowledge and agree that the Services are provided as technological demonstrations and for experimental and evaluation purposes only. As such, they may contain errors, bugs, and imperfections, and their features, functionality, and availability may be incomplete or subject to significant change without notice. The same holds true for any future applications or services provided by The AI Machine UG.

3   User Responsibilities

You are solely responsible for your conduct while using the Services and for any consequences thereof. You are responsible for maintaining the confidentiality of any credentials used to access the Services (if applicable) and for all activities that occur under your credentials. You are responsible for maintaining the security of your own device, network environment, and any software (such as VPNs) you use in conjunction with the Services. You are responsible for the secure management and exchange of your User Handles (`PeerJS` IDs or Share Codes) used within the Services. You are solely responsible for securely creating, managing, and sharing any shared secrets used for authenticated sessions. You will use the Services in compliance with all

applicable local, state, national, and international laws, rules, and regulations. You acknowledge and accept that the Services are provided for technological illustration and demonstration purposes only and are not suitable for any purpose requiring guaranteed performance, security, or availability. You will not use the Services for any unlawful, malicious, or harmful activities.

4   Privacy and Data Handling

The Services are designed with user privacy in mind. Key aspects include:

- **End-to-End Encryption:** Transmitted data (such as messages, voice media when negotiated, or files) are encrypted on the sender's device and decrypted only on the recipient's device. We do not have access to the decryption keys or the content of your encrypted communications or files.

- **Peer-to-Peer Communication:** Data is generally exchanged directly between users' devices.

- **No Central Data Storage by Us:** The Services generally do not store your transmitted data (like chat messages or shared files) on Our servers. Data typically exists ephemerally within the users' browsers during an active session.

- **No Application-Level Logging by Us:** The Services are intended not to log chat content, shared file content, or sensitive user metadata on Our systems.

- **Local Storage:** The Services may use your browser's `sessionStorage` or memory to store your User Handle or Share Code and session-specific data for the duration of an active session. This data is cleared when the session ends or is reset.

You are responsible for the privacy and security of any information you choose to transmit through the Services. Due to the P2P nature of some Services, once information is sent, its control may pass to the recipient(s).

5   Intellectual Property Rights

The Services and their original content (excluding any user-generated content or third-party components), features, and functionality are and will remain the exclusive property of The AI Machine UG and its licensors. The Services are protected by copyright, trademark, and other laws of Germany and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without Our prior written consent. Subject to your compliance with these Terms, We grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services solely for their intended purpose as a technological illustration and demonstration tool.

6   Disclaimers of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, COMPLETENESS, OR AVAILABILITY. The AI Machine UG EXPRESSLY DISCLAIMS ALL WARRANTIES. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED FOR TECHNOLOGICAL ILLUSTRATION AND DEMONSTRATION PURPOSES ONLY AND ARE NOT INTENDED FOR PRODUCTION, COMMERCIAL, CRITICAL, OR

RELIANCE-BASED USE. WE MAKE NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. Data, including chat logs or shared files, may not be stored indefinitely or without loss or corruption. The use of encrypted and signed log export, verification tooling, and end-to-end encryption for messaging and file transfer is part of the experimental nature of the Services and does not constitute a guarantee of infallible or perpetual data integrity, authenticity, availability, or security.

7 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL The AI Machine UG, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES, OR ANY CONTENT OR SERVICES ACCESSED THROUGH THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS, CAUSES OF ACTION, OR DISPUTES ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE ARISING OUT OF THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT, IF ANY, PAID BY YOU TO US FOR ACCESS TO OR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR (B) ONE EURO (EUR 1.00). THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US AND APPLIES NOTWITHSTANDING THE DEMONSTRATION NATURE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT WE WOULD NOT BE ABLE TO PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT SUCH LIMITATIONS. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

8 Third-Party Services and Dependencies

The Services may rely on or integrate with third-party services, libraries, or infrastructure, such as `PeerJS`, `STUN`/`TURN` servers, and Content Delivery Networks (`CDNs`). Your use of such third-party services may be subject to their respective terms and conditions and privacy policies. We are not responsible for, and disclaim all liability for, the functionality, availability, security, or any other aspect of such third-party services or any damages they may cause.

9 Modification of Terms

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide notice prior to any new terms taking effect, for example, by posting a notice on the Application's website. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use Our Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the Services. Given the demonstration nature of the Services, such modifications may be infrequent or primarily for clarification.

10 Termination

You may terminate these Terms at any time by ceasing all use of the Services. We may, in Our sole discretion, suspend or terminate your access to or use of the Services, or discontinue the Services in whole or in part, at any time, with or without notice, for any reason or no reason, including but not limited to your breach of these Terms. Upon any termination, discontinuation, or cancellation, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

11 Governing Law and Jurisdiction

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

12 Miscellaneous

- **Entire Agreement:** These Terms constitute the entire agreement between you and The AI Machine UG regarding your use of the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

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

- **Waiver:** No waiver by The AI Machine UG of any term or condition set forth 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 The AI Machine UG to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

- **Assignment:** You may not assign or transfer any of your rights or obligations under these Terms without Our prior written consent. We may assign Our rights and obligations under these Terms without restriction.

- **Headings:** The section headings used herein are for convenience only and shall not be given any legal import.

13   Contact Information

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

- Email: hilpisch@gmail.com

- Address: The AI Machine UG, D-66333 Völklingen, Germany