

# TERMS AND CONDITIONS

www.generativesecurity.ai

Effective date: 17<sup>th</sup> April 2025

## 1. Introduction & Agreement to Terms

These Terms and Conditions (“**Terms**”) govern your access to and use of the services and technology provided by **Generative Security Pty Ltd**, an entity registered in Australia and the United States (“**Generative Security**,” “**we**,” “**us**,” or “**our**”), through our generative AI security assurance platform (the “**Platform**”), accessible via <https://www.generativesecurity.ai>, <https://blog.generativesecurity.ai>, <https://genr3d.generativesecurity.ai>, and related interfaces, including our graphical user interface (GUI), application programming interface (API), and any associated web-based services (collectively, the “**Sites**”).

These Terms form a legally binding agreement between you and Generative Security. By accessing or using any part of the Platform or Sites, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, Cookie Policy, and any other applicable policies or agreements referenced herein.

If you do not agree to these Terms, you must refrain from accessing or using the Platform or any of the Sites.

## 2. Eligibility and Acceptance of Terms

You may only use the Generative Security Platform if:

- You are at least eighteen (18) years of age or the age of legal majority in your jurisdiction;
- You have full capacity to enter into binding agreements; and
- You use the Platform for lawful purposes, in accordance with these Terms.

By accessing and using the Generative Security Platform, you agree to be bound by the terms and conditions set forth in this agreement. If you do not agree to any of the terms, you must refrain from using the Platform or its services. We reserve the right to modify this agreement at any time. Any modifications will be effective upon posting on the Platform. By continuing to use Generative Security after a modification is posted, you expressly agree to be bound by the updated terms. For this reason, we recommend that you review this agreement periodically to keep yourself informed of any changes.

By using the Platform, you represent and warrant that you have the full legal capacity, power, and authority to enter into this agreement and to comply with your obligations hereunder. You further confirm that you are not subject to any legal, contractual, or other restrictions that limit or prevent your ability to accept these Terms. You warrant that you will use the Platform in accordance with applicable laws and regulations and that your use will not infringe the rights of any third party or violate any applicable regulations.

Acceptance of this agreement constitutes a binding commitment on your part and on the part of any entity you represent to comply with the terms set forth herein and any additional policies posted on the Platform. This commitment includes your obligation to ensure that all information provided during registration and use of the Platform is true, accurate, and current. Generative

Security is not responsible for users' failure to comply with these Terms, and any violation of these Terms may result in the suspension or termination of your access to the Platform.

If you accept these Terms on behalf of a legal entity (such as a company or organization), you represent and warrant that you have the legal authority to bind that entity. If you do not have such authority, you may not use the Platform.

### **3. Notifications**

By registering on the platform and providing your email address to Generative Security, you agree that we may use your email address to send you notifications and other messages, such as changes to service features, news and special content via email. If you do not wish to receive these emails, you may opt out of receiving them by submitting your unsubscribe request through the contact information or by using the "unsubscribe" option included in the emails. Unsubscribing may prevent you from receiving notifications of updates, news or special content related to Generative Security.

### **4. Scope of Services**

The Platform provides a cloud-based solution for evaluating the business logic security of generative AI-powered applications—particularly conversational agents and chatbots. The Platform enables customers to:

- Register chatbots or generative AI applications;
- Analyze vulnerabilities in business logic through both GUI and API-based interfaces;
- Operate within different environments (e.g., development, testing, and production stages).

Unlike traditional security platforms that assess infrastructure-level vulnerabilities, our Platform targets risks inherent in prompt design, user interaction flows, and data leakage through AI outputs.

Use of the Platform may vary based on subscription tier. Functionality, chatbot registration limits, user access, and support levels are subject to your chosen plan.

### **5. Account Registration & Access**

To access and use the Platform, you must register and create a user account by providing current, truthful, complete, and accurate information as required during the registration process. You agree to keep this information up to date at all times to ensure its accuracy. We reserve the right to suspend or cancel your account if any information provided is found to be false, inaccurate, incomplete, or out of date.

You are solely and exclusively responsible for maintaining the confidentiality of your login credentials, including your password, username, and any API keys provided for access to or use of the Platform. You agree not to share your login credentials or allow third parties to use your account. Any access or activity through your account, whether authorized by you or not, will be considered to be by you, and you will be fully responsible for all actions, misuse, damages, costs, or losses that may arise from such access or use.

You must notify us immediately if you suspect or become aware of any unauthorized use of your account, unauthorized access to your credentials, loss of API keys, or any other security breach.

Such notification must be made immediately so that we can take appropriate action, although notification does not relieve you of your responsibilities related to the use of your account.

Generative Security shall not be liable for any loss, damage, harm, liability, expense, or claim arising directly or indirectly from your breach of the obligations set forth with respect to the handling of your account and credentials, including failure to promptly notify us of unauthorized access or any misuse.

By creating and using an account on the Platform, you understand and agree that sharing, negligence in the custody of your credentials, or failure to act in the face of possible unauthorized access may compromise the security of your information and the Platform itself, and you acknowledge that any consequences arising from such acts will be your sole responsibility.

## **6. Subscription Plans & Licensing Tiers**

The Platform is offered through a tiered subscription model:

### **Bronze – Introductory**

- Up to 1 user
- 1 chatbot in a development environment
- Unlimited API calls
- 3–5 business day response time
- One-month free trial with guidance (new users only)

### **Silver – Small Business**

- Up to 15 users
- Up to 5 registered chatbots across 3 environments (e.g. Dev, Test, Prod)
- Unlimited API calls
- Two business day support
- One-month free trial with guidance (new users only)

### **Gold – Enterprise**

- Unlimited users and chatbots across multiple environments
- Unlimited API calls
- 9/5 support (business hours, weekdays)
- Optional premium support available (2-hour support response, 10-hour integration assistance, named support representative)

By purchasing a subscription, you authorize Generative Security to charge you the amount corresponding to the selected subscription plan using the payment method you provided during the purchase process. These charges will be made automatically on each monthly billing date, unless you decide to cancel your subscription before the next billing date.

By confirming your subscription, you acknowledge and agree that the payment obligation is ongoing until you cancel your subscription, and that you are responsible for keeping a valid payment method on file in your account. If the charge cannot be completed due to insufficient funds, card expiration, changes in payment details, or other circumstances, Generative Security may temporarily suspend or cancel access to the Platform until the outstanding payment is made correctly.

Each subscription is subject to the specific limits and conditions of the level purchased, including, but not limited to, the number of users, volume of data processed, API calls, enabled features, or other usage parameters. You may not exceed the limits of your license without upgrading your subscription to the appropriate level. If we detect that your use exceeds the limits set for your subscription level, Generative Security may, at its discretion, suspend access to the Platform in whole or in part, require you to upgrade your subscription to a higher level, or apply additional charges for the excess usage, which must be paid in accordance with the then-current rates.

You may cancel your subscription at any time through the options enabled in your user account. Cancellation will take effect at the end of the current billing period, which means that you will continue to have access to the Platform and its features until the end of the period already paid for, without any partial or total refunds for the unused portion of the subscription period.

Generative Security reserves the right to modify subscription plan rates, update usage limits, or introduce new plans and additional features. Any changes to rates or terms of service will be communicated in a reasonable manner, and the new terms will be effective as of the next billing cycle following notification. If you do not agree to the changes, you may cancel your subscription before the changes take effect.

By subscribing, you understand and agree that subscription fees are final and non-refundable, unless Generative Security expressly determines otherwise in writing in exceptional cases. It is your responsibility to periodically review the terms applicable to your subscription to be informed of any changes that may affect you.

## **7. Permitted & Prohibited Uses**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Platform solely in accordance with these Terms and within your subscription limits.

### **You must not:**

- Use the Platform to evaluate, test, probe, or attack any application or model that you do not own or lack explicit written authorization to assess;
- Resell, sublicense, rent, or otherwise distribute access to the Platform, except as expressly permitted by a separate written agreement;
- Use the Platform against more chatbot applications or stages than authorized under your subscription plan;
- Circumvent, disable, or otherwise interfere with any security-related features of the Platform;
- Reverse engineer, decompile, or attempt to extract the source code of the Platform or any part thereof;
- Use the Platform in violation of applicable law, including but not limited to computer misuse, data protection, and export control laws.

Violation of this Section may result in immediate suspension or termination of your account, legal liability, and damages.

## **8. Intellectual Property Rights**

All rights, title, and interest in and to the Generative Security Platform, including, without limitation, the software, technical architecture, source and object code, interface design, documentation,

user manuals, logos, trademarks, trade names, APIs, databases, features, algorithms, configurations, enhancements, updates, modifications, innovations, underlying technologies, and any other elements related to the operation or exploitation of the Platform, are and shall remain the exclusive property of Generative Security or its licensors, as applicable. Access to and use of the Platform does not transfer to users any ownership rights or any rights other than those limited rights granted under these Terms.

Except as expressly provided in these Terms, no right, license, authorization or interest in the Platform is granted to you, whether by implication, estoppel or otherwise. All rights not expressly granted herein are reserved by Generative Security and its licensors. You may not copy, modify, distribute, sell, rent, sublicense, reverse engineer, decompile, disassemble, reproduce, publish, or create derivative works based on the Platform or any of its components, unless such activity is expressly authorized by Generative Security in advance and in writing.

The content, features, and functionality of the Platform are protected by intellectual property laws and other applicable national and international laws. Any unauthorized use of the Platform or its materials may constitute a violation of copyright, trademark, or other laws and may be subject to appropriate legal action, including civil or criminal prosecution.

You retain all rights, title, and interest in your own chatbots, generative AI applications, data, content, and any information that you or your users provide, upload, or enter into the Platform in the normal course of using the services. However, by using the Platform, you grant Generative Security a limited, non-exclusive, worldwide, royalty-free right and license to access, process, analyze, and use such data and content solely to the extent necessary to provide the services described in these Terms, improve the functionality of the Platform, provide technical support, and comply with applicable legal obligations. This limited license does not grant Generative Security any ownership rights to your content or the right to use it for commercial purposes other than those strictly necessary for the provision of the services.

You are responsible for ensuring that the content, data, and materials you enter into the Platform do not infringe on the rights of third parties, including intellectual property rights, privacy, or confidentiality. By using the Platform, you warrant that you have all the rights, licenses, and authorizations necessary to provide and use such content in connection with the services offered.

Use of the Platform implies your acceptance that any comments, suggestions, recommendations, requests for improvement, error corrections, or any other contributions you voluntarily provide to Generative Security in connection with the Platform may be used by Generative Security without any obligation of payment, acknowledgment, or attribution, and without granting any rights to the Platform or any resulting developments.

## **9. Copyright Infringement**

Generative Security will respond to all inquiries, complaints and claims regarding alleged infringement for failure to comply with or violation of the provisions contained in the Digital Millennium Copyright Act (DMCA). Generative Security respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any material provided on or in connection with the website infringes your copyright or other intellectual property right, please send us your copyright infringement request pursuant to Section 512 of the Digital Millennium Copyright Act (DMCA), via our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers or a statement regarding ownership of the work should be included.
- A statement that specifically identifies the location of the infringing material, in sufficient detail so that Generative Security can find it on the platform.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the copyright owner, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or authorized to act on its behalf.
- An electronic or physical signature of the copyright owner or of the person authorized to act on the copyright owner's behalf.

## 10. Customer Data & Environment Access

As part of the Platform's operation, you may grant the Company access to certain data derived from your application environment, including conversational flows, system responses, and metadata used to evaluate business logic vulnerabilities ("**Customer Environment Data**").

**You retain full ownership** of all Customer Environment Data. The Company shall have no rights to such data except the limited, non-exclusive right to access, process, and store it solely:

- For the purpose of delivering the contracted services;
- To improve platform diagnostics and performance specific to your environment;
- As required by law or legal process.

The Company will not use Customer Environment Data for any competitive purpose, or share it with third parties except as expressly permitted herein or required by law.

## 11. Data Processing & Privacy Compliance

The Company is committed to the principles of data minimization and compliance with applicable data protection laws, including:

- **General Data Protection Regulation (GDPR)** – EU/EEA users;
- **California Consumer Privacy Act (CCPA)** – California residents.

Where applicable:

- The Company shall act as a **data processor** with respect to Customer Environment Data and user identifiers (such as email addresses), and you remain the **data controller**;
- Data will be collected and processed only to the extent strictly necessary to fulfill the contractual obligations or to meet legal obligations;
- Personal data shall be stored in compliance with applicable data retention policies and securely deleted upon termination or expiration of service, unless required for legal compliance.

A detailed explanation of our privacy practices is available in our Privacy Policy.

## 12. Confidentiality

Both parties agree to treat all non-public, proprietary information exchanged in the course of the relationship ("**Confidential Information**") as strictly confidential, including but not limited to:

- Platform performance metrics;
- Customer Environment Data;
- Support conversations and logs;
- Technical and business information marked as confidential or reasonably understood to be confidential.

Each party agrees to:

- Use the Confidential Information solely for the purpose of performing under these Terms;
- Prevent unauthorized use or disclosure with the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care;
- Return or destroy all Confidential Information upon written request or upon termination of the agreement.

These obligations shall survive termination of the agreement for a period of **three (3) years**, except with respect to trade secrets, which shall be protected indefinitely under applicable law.

### **13. Security Measures & Responsibilities**

The Company employs commercially reasonable administrative, technical, and physical safeguards to protect the integrity and confidentiality of Customer Environment Data. These measures include but are not limited to:

- Encrypted data transmission and storage;
- Role-based access controls;
- Network segmentation;
- Periodic security assessments and audits.

However, no method of electronic storage or transmission is entirely secure. Accordingly, while the Company endeavors to protect your data, it does not guarantee absolute security.

You are responsible for:

- Implementing secure authentication and access policies within your team;
- Ensuring that integrations and APIs are used responsibly;
- Promptly notifying the Company of any suspected unauthorized access.

In the event of a confirmed data breach affecting your information, the Company will notify you within a commercially reasonable timeframe in accordance with applicable law.

### **14. Support & Service Levels**

Support offerings vary by subscription tier:

- **Bronze:** Response within 3–5 business days
- **Silver:** Response within 2 business days
- **Gold:** 9/5 support (business hours, Mon–Fri), with optional upgrade:
  - 2-hour response window
  - 10 hours of integration assistance
  - Dedicated support representative

Support is limited to:

- Platform functionality questions;
- Technical troubleshooting;
- Assistance with configuration of supported integrations.

Support does **not** include:

- Custom vulnerability mitigation or development services;
- Third-party chatbot design or debugging;
- Any on-site or live implementation unless separately contracted.

Support is delivered through the [Support@generativesecurity.ai](mailto:Support@generativesecurity.ai) email address. Service uptime is not guaranteed but the Company shall make reasonable efforts to maintain high availability.

## 15. Payment Terms & Billing

All services are **prepaid** and billed on a monthly cycle unless otherwise agreed in writing.

- Payments are due in advance of each monthly service term;
- Subscription fees are charged automatically via your designated payment method;
- All fees are exclusive of applicable taxes, duties, or charges imposed by government authorities, which shall be your responsibility;
- Failure to maintain a valid payment method may result in suspension of service.

The Company reserves the right to adjust pricing or plan features with at least thirty (30) days' notice. Continued use after any such changes constitutes acceptance.

## 16. Refund & Cancellation Policy

**Refunds are not available** under any circumstances, including partial periods, unused services, or feature dissatisfaction.

- **Monthly Contracts:** May be cancelled at any time; service will continue until the end of the current monthly billing cycle.
- **Annual Contracts:** May be cancelled before the end of the contract term, but no refunds or credits will be issued for any remaining months.

Upon termination, access to the Platform will cease, and data will be deleted in accordance with the retention schedule outlined in our Privacy Policy and Section 9.

If you believe a billing error has occurred, you must notify the Company in writing within **ten (10) days** of the charge; no disputes will be honored after this window.

## 17. Platform Availability & Maintenance

The Company strives to maintain the Platform's availability at all times. However, you acknowledge and agree that:

- Periodic maintenance, updates, and improvements may require temporary downtime;
- Emergency maintenance may occur without prior notice;
- Access may be interrupted due to factors beyond the Company's reasonable control, including internet service disruptions, denial-of-service attacks, and third-party failures.

The Company shall not be liable for any loss, damage, or cost arising from any downtime, service unavailability, or delay, whether planned or unplanned.

Where feasible, scheduled maintenance will be communicated in advance via the registered admin user's email.

### **18. Third-Party Services & Integrations**

The Platform may interoperate with, rely on, or include components developed by third-party services, software, or APIs. These may include, but are not limited to:

- Authentication providers;
- Logging and monitoring tools;
- Cloud infrastructure platforms;
- Customer's own chatbot or application platforms.

The Company does not control and is not responsible for the availability, functionality, or performance of such third-party services. Your use of any third-party service is governed solely by that provider's terms of use and privacy policies.

Any issues, breaches, or data losses attributable to such third-party tools are expressly disclaimed by the Company, and you assume all risk associated with their integration.

### **19. Compliance with Laws**

You agree to use the Platform in compliance with all applicable laws, rules, and regulations, including:

- Data privacy and security laws (e.g., GDPR, CCPA);
- Computer misuse and cybersecurity legislation;
- Export control laws and any restrictions related to AI use or deployment.

You are solely responsible for ensuring that:

- You have proper authorization to test and analyze the applications you register;
- Your use does not violate any applicable contractual, regulatory, or legal obligations;
- Any data or environments accessed or analyzed via the Platform are lawfully obtained.

The Company disclaims any responsibility for your use of the Platform in violation of applicable law.

### **20. Disclaimers of Warranty**

**THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:**

- IMPLIED WARRANTIES OF MERCHANTABILITY;
- FITNESS FOR A PARTICULAR PURPOSE;
- NON-INFRINGEMENT;
- ACCURACY, RELIABILITY, OR COMPLETENESS OF RESULTS.

The Company does not warrant that:

- The Platform will identify all vulnerabilities;

- The results of testing will prevent misuse, attacks, or data loss;
- The Platform will be error-free, uninterrupted, or secure.

You acknowledge that the testing and analysis performed by the Platform may be affected by evolving AI models, user-specific data, and external system behaviors beyond the Company's control.

## **21. Limitation of Liability**

Generative Security provides a cloud-based platform designed to assess the security of the business logic of AI-powered generative applications, such as conversational agents and chatbots. Although we strive to provide an accurate, efficient, and useful solution, the Platform, its features, and the results derived from its use are provided "as is" and "as available," without warranty of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, or continuous availability.

You acknowledge and agree that the Platform does not replace traditional security audits, infrastructure protection systems, or other security measures that may be necessary depending on the criticality, regulation, or nature of your systems, and that the services offered focus exclusively on the assessment of vulnerabilities related to business logic, interaction flows, and potential data exposure through responses generated by AI applications, without guaranteeing the identification, prevention, or correction of all existing or future vulnerabilities or risks. The detection of risks or vulnerabilities through the Platform does not imply any obligation on the part of Generative Security to remedy them.

Use of the Platform, including chatbot logs, running scans, receiving vulnerability reports, and accessing GUI and API interfaces, may vary depending on the subscription level purchased. It is your responsibility to ensure that the subscription plan you choose meets your specific risk assessment needs. Generative Security shall not be liable for any functional limitations, access restrictions, processing capacity, or level of support available based on the subscription plan purchased.

We do not guarantee that the use of the Platform will be free of errors, interruptions, or vulnerabilities, or that the results obtained will be complete, accurate, or suitable for a specific purpose. We are not responsible for any decision, action or inaction you take based on the information, reports, analysis or results provided by the Platform, including any direct or indirect damage, loss of data, loss of profits, business interruption, damage to your reputation, operating costs, costs of repair or replacement of systems, or any other damage arising out of or in any way related to the use or inability to use the Platform.

To the fullest extent permitted by applicable law, Generative Security's total liability to you for any claim related to the use of the Platform, whether contractual, extra-contractual, negligent, strict liability or any other legal theory, shall be limited, in all cases, to the amount you have actually paid to Generative Security in the six months prior to the date of the event giving rise to the claim.

We assume no responsibility for unauthorized access, interception, alteration, loss, theft, destruction, or use of data occurring during or through the use of the Platform, unless such incidents are the direct result of our gross negligence. You also acknowledge that the storage and

streaming of data via public networks or infrastructure not controlled by Generative Security carries inherent risks for which we cannot be held responsible.

By using the Platform, you agree to assume all associated risks and release Generative Security, its affiliates, officers, employees, agents, and providers from any liability for damages, losses, injuries, or claims that may arise from the use or performance of the Platform, except in cases where liability cannot be excluded or limited by mandatory law.

## **22. Disclaimer of Warranties Regarding Results**

You understand and agree that the Generative Security Platform provides a support tool aimed at identifying potential vulnerabilities in the business logic of generative AI applications, including conversational agents and chatbots, and that any information, report, result, or analysis generated through the Platform is preliminary, indicative, and should not be considered complete, definitive, accurate, or error-free. The Platform is limited to evaluating aspects related to response design, interaction flows, and data exposure through AI-generated outputs, and does not replace professional security audits, regulatory verifications, infrastructure assessments, or comprehensive security procedures that you should implement independently.

Generative Security does not warrant or represent, expressly or impliedly, that the reports, analyses, or results generated by the Platform are adequate, complete, error-free, up-to-date, or sufficient for critical decision-making regarding security, regulatory compliance, data protection, or risk management. We also do not guarantee that the use of the Platform will prevent security incidents, data leaks, legal violations, economic losses, service interruptions, regulatory penalties, or any other damage or harm of any kind. Any reliance on the results of the Platform is at your own risk, and it is your sole responsibility to evaluate, validate, interpret, and act on such results appropriately and under professional advice when appropriate.

The Platform is not designed or intended to be used as the sole risk assessment or compliance mechanism in environments where failure, error, or omission could result in personal injury, significant financial loss, damage to reputation, or regulatory non-compliance. The results of the Platform should be considered as an additional source of information, and not as a security certification or compliance report with specific regulations. Generative Security assumes no responsibility for your use, interpretation, or reliance on the results, reports, or analyses generated, or for the consequences that may arise from such use.

You expressly acknowledge that you have the technical ability, professional judgment, and adequate resources to critically interpret the reports generated by the Platform, and that any action or omission based on such reports will be at your sole risk and responsibility. Generative Security, its affiliates, officers, employees, agents, and providers are released, to the fullest extent permitted by applicable law, from all liability for direct, indirect, incidental, special, consequential or punitive damages, loss of data, business interruption, economic loss, damage to reputation or third party claims arising out of or in connection with the use or performance of the Platform, including any failure to identify vulnerabilities, any errors in the reports issued, or any misuse or misinterpretation of the results provided.

## **23. Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, contractors, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising from:

- Your violation of these Terms;
- Your use of the Platform in a manner not expressly permitted;
- Unauthorized testing of third-party systems;
- Any claim alleging that your data or conduct infringes or misappropriates the rights of a third party.

The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification, in which case you agree to cooperate fully.

## **24. Suspension & Termination Rights**

The Company may suspend or terminate your access to the Platform, in whole or in part, at any time:

- For non-payment of fees;
- For violation of these Terms;
- If required by law or regulation;
- Excessive or abusive API usage;
- To prevent harm to the Company, its infrastructure, or other users.

Upon termination:

- Your right to access the Platform ceases immediately;
- Any outstanding fees become immediately due and payable;
- Data will be retained or deleted in accordance with Section 9.

Provisions that by their nature should survive termination (e.g., confidentiality, IP, indemnity, limitation of liability) shall continue to apply.

## **25. Modifications to Terms or Platform**

The Company reserves the right to modify these Terms or the features of the Platform at any time. Material changes will be communicated to the registered user via email or dashboard notification at least thirty (30) days in advance of the effective date.

Your continued use of the Platform after the effective date of a modification constitutes your acceptance of the revised Terms. If you disagree with any modification, your sole remedy is to discontinue use of the Platform before the effective date.

## **26. Governing Law & Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the United States and Australia, without regard to its conflict of law principles. You agree that any legal action, claim or proceeding arising out of or relating to these Terms or the Platform shall be brought exclusively in the courts located in these territories, and you hereby consent to the personal jurisdiction and venue of such courts.

## **27. Dispute Resolution & Arbitration**

Any dispute, claim or controversy arising between a user and Generative Security in connection with these terms and conditions, the use of the website or the services provided, shall be resolved exclusively through alternative dispute resolution mechanisms, including mediation and arbitration, as detailed below.

First, both parties agree to use their best efforts to resolve any dispute informally. This includes direct communication between the parties involved to identify and address concerns or disagreements quickly and efficiently. Users may contact Generative Security through designated support channels to raise any disputes. The company commits to respond within a reasonable period of time, providing an opportunity to resolve the issue without resorting to formal procedures.

If the parties fail to resolve the dispute informally within thirty (30) days of initial notification of the dispute, the dispute will be submitted to mediation. The mediation shall be conducted before a neutral mediator selected by mutual agreement of the parties. If the parties are unable to agree on a mediator within an additional fifteen (15) days, a mediator shall be appointed through a recognized mediation agency. The costs of the mediation shall be shared equally between the parties, and the mediation shall be conducted in English and at a mutually agreed location or, if both parties agree, through a virtual platform.

If mediation does not result in a mutually satisfactory resolution, the dispute shall be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) or a similar internationally recognized body. The arbitration shall be conducted by a single neutral arbitrator, who shall be selected in accordance with the rules of the arbitration body. The place of arbitration shall be Delaware, United States. The language of the arbitration shall be English.

The arbitrator shall have exclusive authority to resolve the dispute, including determining the applicability and validity of these dispute resolution terms. The arbitrator's decision shall be final and binding on both parties, and may be entered as a judgment in any court of competent jurisdiction. Unless prohibited by applicable law, the parties agree to waive any right to bring the dispute in court or to participate in a class action.

This dispute resolution clause does not preclude Generative Security from seeking injunctive or equitable relief in the event of intellectual property rights infringement, misuse of the platform, or any act that may cause irreparable harm, in which case it may go directly to a court of competent jurisdiction without exhausting alternative dispute resolution mechanisms.

By accepting these terms, users expressly waive any right to a jury trial and agree that all disputes will be resolved in accordance with the procedures set forth in this clause, with the objective of minimizing the costs and time associated with formal litigation. The parties assume their own costs associated with mediation and arbitration, unless otherwise agreed or specifically provided by the arbitrator.

## **28. Miscellaneous Provisions**

- **Entire Agreement:** These Terms, along with the Privacy Policy and any signed subscription agreements, constitute the entire agreement between you and the Company.
- **No Waiver:** Failure to enforce any provision shall not be deemed a waiver.

- **Severability:** If any part of these Terms is found unenforceable, the remaining sections shall remain in full force and effect.
- **Assignment:** You may not assign or transfer these Terms without prior written consent. The Company may assign these Terms without restriction.
- **Force Majeure:** The Company shall not be liable for failure or delay due to causes beyond its reasonable control, including but not limited to natural disasters, war, labor disputes, or government actions.
- **Survival:** Provisions relating to confidentiality, disclaimers, limitations of liability, indemnification, and governing law shall survive termination.

## **29. Contact Information**

If you have questions or concerns about these Terms, please contact us through our contact forms or by using the following contact information:

**Generative Security Pty Ltd.**

**Email: [questions@generativesecurity.ai](mailto:questions@generativesecurity.ai)**