

# Gen AI Logo Creator

## TERMS OF USE

*Version dated 11 March 2024*

*Welcome to Gen AI Logo Creator (“Service”). By accessing the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use (“Terms”).*

### **1. Operator of the Service**

The Service is operated by Olinda SAS, a company registered in Paris under company number 819 489 626 whose registered office is at 18 rue de Navarin, 75009 Paris, France (“Qonto”).

### **2. Description of the Service**

Qonto provides an innovative, AI-powered logo creation service, free of charge, designed to empower you to design logos for business use.

Utilizing generative artificial intelligence (AI) technology, including tools and algorithms provided by *OpenAI*, the Service offers a user-friendly interface that allows you to input specific preferences and requirements for your logo design (“Input”). Based on your Input, the AI generates a selection of logo designs tailored to your specifications (“Logo” and together with the Input, the “Content”).

The Service is intended to be a tool for creating initial logo concepts. You are responsible for ensuring that the generated Logo you select and customize do not infringe on third-party intellectual property rights. Additionally, you are highly encouraged to perform due diligence to ensure your final logo design is unique and trademarkable as required for your specific purposes.

The Service is accessible during the opening of a Qonto business payment account, exclusively when you are creating your company with Qonto Deposit Capital service.

### **3. Grant of use**

Qonto grants you a non-exclusive, non-transferable, limited right to access and use the Service for your business purposes, subject to the adherence to these Terms.

## 4. Restrictions

You may generate up to 20 Logos by using the Service, provided you do not send inappropriate Input to the Service.

You may not use the Service for any illegal, harmful, or abusive activity, such as:

- Using the Service to infringe third-party intellectual property rights;
- Using the Service to upload, transmit, or distribute any content that is unlawful, defamatory, obscene, harassing, threatening, invasive of privacy or publicity rights, abusive, or otherwise objectionable;
- Using the Service to transmit or distribute viruses, defects, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- Interfering with or disrupting the integrity or performance of the Service or the data contained therein;
- Attempting to gain unauthorized access to the Service or its related systems or networks;
- Represent that the Logo generated was human-generated when it was not; and
- Interfere with or disrupt the Service, including circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations Qonto implements on the Service.

## 5. Ownership and Licenses

**Your Input:** You retain ownership of any data you provide to the Service.

**Your Logo:** As between you and Qonto, and to the extent permitted by law, you own any Logo generated by the Service.

**Your obligations:** You are responsible for your Content, including ensuring that it does not violate any applicable law, these Terms, and in particular that your use of any generated Logos does not infringe on the rights of third parties.

**Uniqueness of Content:** You recognize that the Logos may not be unique and other users may receive similar Logos from the Service. The assignment of intellectual property rights above does not extend to other users' Logos.

**License of Content:** You grant Qonto a non-exclusive, transferable, irrevocable, worldwide, royalty-free license to use the Content as necessary to deliver, maintain, develop and improve the Service.



**Derived Data:** Qonto may collect, use, store, and process derived data resulting from the Service's operation ("Derived data"). Derived Data refers to non-personal identifiable information, trends, insights, and other forms of aggregated data that result from the analysis of your Content and user interactions with the Service. This includes, but is not limited to, patterns, preferences, improvements in AI algorithms, and general usage statistics. Qonto retains the exclusive right to own, utilize, and exploit Derived Data to improve the Service.

## **6. Exclusion of Liabilities**

Qonto shall not be liable for any indirect, special, incidental, punitive, or consequential damages, or any loss of profits or revenues, or any loss of data, use, goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use the Service.

## **7. Disclaimer and Absence of Warranties**

The Service is provided on an "as is" basis without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose.

Qonto does not warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available are free of viruses or other harmful components.

By using this Service, you acknowledge and agree that the Logo generated are for your use based on your Input and that Qonto makes no guarantees regarding the uniqueness or trademark status of any generated Logo.

## **8. Indemnification**

You agree to indemnify and hold harmless Qonto, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Service or your violation of these Terms or any alleged or actual infringement of third-party intellectual property rights resulting from your use of Logo.

## **9. Modifications of Terms**

Qonto reserves the right to modify these Terms at any time without prior notice. Your use of the Service following any such change constitutes your agreement to follow and be bound by the Terms as modified.

## **10. Governing Law and Jurisdiction**



These Terms and your use of the Service will be governed by and construed in accordance with French law.

Any disputes arising under these Terms or related thereto shall be heard and determined in the Paris Court of Appeal.

#### **11. Contact**

If you have any questions about these Terms, please contact Qonto at [contact@qonto.com](mailto:contact@qonto.com).