

POWERON - DATA PROCESSING AND AI USAGE CONSENT AGREEMENT

By indicating your acceptance selecting "I agree", you as the user of this application acknowledge, consent to, and agree to the following terms regarding the processing of your data through artificial intelligence services:

1. CONSENT TO DATA PROCESSING

1.1 You expressly authorize the collection, processing, transmission, and storage of any and all data you provide or generate while using our services ("User Data").

1.2 You understand and agree that User Data may be transmitted to and processed by third-party artificial intelligence providers, including but not limited to OpenAI and similar AI service providers.

1.3 This consent extends to all content, including but not limited to text, images, documents, conversation histories, preferences, activity logs, and any derivative data generated through your interaction with our services.

2. ACKNOWLEDGMENT OF AI PROCESSING RISKS

2.1 You acknowledge that artificial intelligence systems process data differently than human operators and may produce unexpected, inaccurate, or inappropriate outputs.

2.2 You understand that AI services may retain, learn from, or use submitted data for improving their systems in accordance with their own terms of service.

2.3 You recognize that despite reasonable security measures, data transmitted to third-party AI services may be vulnerable to interception, unauthorized access, or breach.

3. WAIVER OF LIABILITY

3.1 To the fullest extent permitted by applicable law, you hereby irrevocably and unconditionally waive and release any and all claims, liabilities, damages, losses, expenses, demands, and causes of action against us arising from or related to:

- a) The processing, transmission, storage, or usage of User Data by AI services;
- b) Any outputs, recommendations, or decisions generated by AI systems based on User Data;
- c) Any data breach, unauthorized access, or security incident that occurs after User Data is transmitted to third-party AI providers;
- d) Any unintended disclosure of confidential information processed through AI services;
- e) Any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, goodwill, data, or other intangible losses.

3.2 This waiver applies regardless of whether such damages arise from breach of contract, tort (including negligence), or any other legal theory.

4. USER REPRESENTATIONS AND WARRANTIES

4.1 You represent and warrant that:

- a) You have the legal right to provide all User Data submitted;
- b) User Data does not infringe upon any intellectual property rights, privacy rights, or other rights of any third party;
- c) You have obtained all necessary consents from any third parties whose information may be included in User Data;
- d) User Data does not contain any information that is unlawful, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable.

4.2 You agree to indemnify and hold harmless our organization from any third-party claims arising from breach of these representations.

5. LIMITATIONS AND SEVERABILITY

5.1 This waiver does not apply to any liability that cannot be excluded or limited by law, including liability for fraud, gross negligence, or willful misconduct.

5.2 If any provision of this agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

5.3 This waiver shall be governed by and construed in accordance with applicable laws, without regard to conflict of law principles.

By selection "I agree", you acknowledge that you have read, understood, and agree to be bound by all the terms and conditions set forth in this agreement.