

# TERMS AND CONDITIONS

## Electric Sheep Technologies LTD

These Terms and Conditions ("Terms") constitute a legally binding agreement between Electric Sheep Technologies LTD, a company incorporated in England and Wales with company number 11576602 ("the Company," "we," "us," or "our") and you ("Customer," "you," or "your"). By accessing or using our Services, you agree to be bound by these Terms.

**PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT LIMITATIONS ON OUR LIABILITY AND REQUIRE DISPUTES TO BE RESOLVED THROUGH ARBITRATION WHERE POSSIBLE.**

## 1. DEFINITIONS

**"Account"** means the account created by Customer to access and use the Services.

**"Authorised User"** means any individual authorised by Customer to access and use the Services on Customer's behalf.

**"the Company"** means Electric Sheep Technologies LTD, company number 11576602, with trading address at 14 Church View, Upminster, England RM14 2QX.

**"Content"** means all videos, images, audio files, text, data, and other materials uploaded, created, or processed through the Services.

**"Customer Content"** means all Content that Customer uploads to or creates using the Services, including inputs and outputs.

**"Documentation"** means any user guides, manuals, or technical documentation provided by the Company relating to the Services.

**"Fees"** means the charges payable by Customer for use of the Services as set out in the applicable Contract Details or pricing schedule.

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off (or unfair competition), rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Resultant Data"** means data and information related to Customer's use of the Services that is aggregated and anonymized, including to compile statistical and performance information related to the provision and operation of the Services.

**"Services"** means the Company's web-based agentic video editing platform, including AI-powered editing capabilities and third-party integrations, provided via electricssheep.tv.

**"Third-Party Offerings"** means any services, models, software, or content provided by parties other than the Company that may be accessed through or integrated with the Services. Such offerings are subject to change from time to time at the Company's discretion.

**"Third-Party Terms"** means the terms and conditions governing Customer's use of Third-Party Offerings.

**"Website"** means electricssheep.tv and all its subdomains.

## **2. SERVICES**

### **2.1 Service Description**

The Company provides a web-based artificial intelligence video editing platform that enables users to perform complex and repetitive video editing tasks through an AI agent. The Services include integrations with third-party providers for generative media creation including images, audio, and other content.

### **2.2 Service Availability**

Subject to these Terms, the Company grants Customer a non-exclusive, non-transferable licence to access and use the Services during the Term. The Company will use reasonable commercial efforts to maintain 98% uptime for the Services provided by the Company. This excludes Third-Party Offerings.

### **2.3 Account Registration**

To access the Services, Customer must create an Account and provide accurate registration information. Customer is responsible for maintaining the confidentiality of Account credentials and for all activities that occur under the Account.

### **2.4 Usage Limits**

Customer's use of the Services is subject to usage limits as specified in the Contract Details, including but not limited to storage quotas, processing time, and file size restrictions.

### **2.5 Third-Party Integrations**

We may provide information about or access to Third-Party Offerings, or you may use Third-Party Offerings within the Services. You agree to do so at your own risk and subject to

all our disclaimers set out in these Terms. You agree to fully comply with the licenses associated with the models that you choose to use through the Company. You acknowledge that the Services rely on, interoperate with, or otherwise utilize or leverage Third-Party Offerings. These Third-Party Offerings are beyond our control, but their operation may impact, or be impacted by, the use and reliability of the Services. You acknowledge that (i) the use and availability of the Services is dependent on Third-Party Offering service providers and (ii) these Third-Party Offerings may not operate reliably 100% of the time, which may impact the way that the Services operate. You are responsible for complying with all Third-Party Terms and the Company is not, and will not be deemed to be, a party to any separate Third-Party Terms, all of which are exclusively between you and the applicable Third-Party Offering service provider.

### **3. CUSTOMER RESPONSIBILITIES**

#### **3.1 Acceptable Use**

Customer shall use the Services only for lawful purposes and in accordance with these Terms. Customer shall not:

(a) upload, transmit, or process any Content that is:

- illegal, harmful, threatening, abusive, or obscene;
- pornographic or sexually explicit;
- defamatory, libellous, or invasive of privacy;
- discriminatory or promotes hatred or violence;
- infringing of third-party Intellectual Property Rights;
- constituting propaganda or misinformation;

(b) attempt to reverse engineer, decompile, or disassemble the Services;

(c) use the Services to compete with the Company or develop competing services;

(d) interfere with or disrupt the Services or servers connected to the Services;

(e) use automated means to access the Services except as expressly permitted;

(f) use the Services for automated decision-making, including profiling, with respect to an individual or group of individuals which produces legal effects concerning such individual(s) or similarly significantly affects such individual(s);

(g) use the Services for development, improvement, or manufacture of any weapons of mass destruction (such as nuclear, chemical, or biological weapons), weapons of war (such as missiles or landmines), or any gain of function-related activities with respect to any pathogens;

(h) use the Services for mission-critical applications or systems where best industry practices require fail-safe controls or performance, including operation of nuclear facilities, aircraft navigation, electrical grids, communication systems, water treatment facilities, air

traffic control, life support, weapons systems, or emergency locator or other emergency services;

(i) violate any applicable laws or regulations.

### **3.2 Content Compliance**

Customer is solely responsible for ensuring that all Customer Content complies with applicable laws and does not infringe third-party rights. Customer must review all outputs before publication or distribution and assumes full responsibility for compliance.

### **3.3 Data Security**

Customer shall implement appropriate security measures to protect Account credentials and shall notify the Company immediately of any suspected unauthorised access.

## **4. INTELLECTUAL PROPERTY RIGHTS**

### **4.1 Customer Content Ownership**

As between the parties, Customer retains all Intellectual Property Rights in Customer Content. The Company makes no claim to ownership of Customer Content.

### **4.2 Licence to Company**

Customer grants the Company a non-exclusive, royalty-free licence to use, store, process, and transmit Customer Content solely to provide the Services and improve service quality.

### **4.3 Company IP**

The Company retains all Intellectual Property Rights in the Services, Documentation, and any improvements or modifications thereto. Customer acknowledges that the Services contain proprietary and confidential information.

### **4.3 Feedback**

Customer hereby assigns to the Company all title and interest in any feedback, comments, ideas, and suggestions for improvement as provided by Customer and any of their Representatives (collectively, "Feedback"). The Company may, without any obligation, incorporate, use, commercialise and distribute in any manner, including without limitation as part of the Services, such Feedback without any attribution, payment or other obligation to Customer or its affiliates.

### **4.4 Output Rights**

Subject to these Terms and applicable Third-Party Terms, Customer may use, modify, and distribute outputs generated by the Services for commercial purposes. Customer

acknowledges that outputs may incorporate elements from Third-Party Offerings subject to separate licensing terms.

#### **4.5 Use of Resultant Data.**

Notwithstanding anything to the contrary, the Company and Third Party Offerings shall have the right to collect and analyze Customer Data and other information relating to the provision, use and performance of various aspects of the Services (in whole or in part) and related systems and technologies, and the Company and Third Party Offerings will be free (during and after the term hereof) to (i) use such Resultant Data to improve and enhance the Services (in whole or in part) and for other development, diagnostic and corrective purposes in connection with the Services (in whole or in part), and (ii) utilize any such Resultant Data for any legal purpose in conformance with the Company and Third Party Offerings Privacy Policy.

### **5. DATA MANAGEMENT**

#### **5.1 Data Storage**

The Company will store Customer Content for the duration of the agreement and for up to 90 days thereafter or upon request for earlier deletion.

#### **5.2 Data Export**

Customer may download and export all Customer Content and generated outputs at any time through the Services interface for the period of the Term. Following contract termination, the Company cannot guarantee access to any Customer Content, and it is the Customer's responsibility to download data before termination.

#### **5.3 Data Protection**

The Company processes personal data in accordance with its Privacy Policy and applicable data protection laws, including UK GDPR.

### **6. FEES AND PAYMENT**

#### **6.1 Payment Terms**

Customer shall pay all Fees in accordance with the payment terms specified in the Contract Details.

#### **6.2 Late Payment**

Late payments may incur interest at 4% per annum above the Bank of England base rate. The Company may suspend Services for accounts with overdue payments.

## 6.3 Taxes

All Fees are exclusive of applicable taxes, which Customer shall pay in addition.

## 7. SUPPORT

The Company provides support through:

- Email: ops@electricsheep.tv
- In-application support (Intercom)
- Telephone support during UK business hours

Response times and support levels are as specified in the Contract Details.

## 8. DISCLAIMERS AND LIMITATIONS

### 8.1 Service Disclaimer

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### 8.2 AI Output Disclaimer

The Company makes no warranties regarding the accuracy, reliability, or suitability of AI-generated outputs. Customer acknowledges that AI systems may produce unexpected or inappropriate results and agrees to review all outputs before use.

### 8.3 Third-Party Disclaimer

THE COMPANY ACCEPTS NO RESPONSIBILITY FOR THIRD-PARTY OFFERINGS OR ANY DAMAGES ARISING FROM THEIR USE. CUSTOMER USES THIRD-PARTY OFFERINGS ENTIRELY AT ITS OWN RISK.

### 8.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL LIABILITY ARISING FROM OR RELATING TO THESE TERMS SHALL NOT EXCEED THE ANNUAL FEES PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR:

- INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES;
- LOSS OF PROFITS, REVENUE, OR BUSINESS;
- LOSS OR CORRUPTION OF DATA;

- BUSINESS INTERRUPTION;
- REPUTATIONAL DAMAGE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Customer agrees to indemnify, defend, and hold harmless the Company from any claims, damages, or expenses arising from:

- Customer's use of the Services;
- Customer Content or outputs;
- Breach of these Terms;
- Violation of third-party rights;
- Non-compliance with applicable laws.

## **10. TERMINATION**

### **10.1 Termination Rights**

Either party may terminate these Terms:

- For material breach that remains uncured for 30 days after written notice;
- Immediately if the other party becomes insolvent;
- By giving 30 days' written notice before the end of the current contract term.

### **10.2 Suspension**

The Company may suspend Customer's access immediately for:

- Non-payment of Fees;
- Material breach of acceptable use provisions;
- Conduct causing reputational damage to the Company;
- Fraudulent, misleading, or unlawful activities;
- Legal or regulatory requirements.

### **10.3 Effect of Termination**

Upon termination, Customer's access to Services will cease and the Company will delete Customer Content within 90 days unless earlier deletion is requested.

## **11. DISPUTE RESOLUTION**

### **11.1 Governing Law**

These Terms are governed by English law and subject to the exclusive jurisdiction of the English courts.

## **11.2 Dispute Process**

The parties shall attempt to resolve disputes through good faith negotiation. If unsuccessful, disputes shall be resolved through arbitration under the rules of the London Court of International Arbitration before resorting to court proceedings.

## **12. EXPORT CONTROLS AND COMPLIANCE**

### **12.1 Export Compliance**

Customer agrees to comply with all applicable export control laws and regulations. Customer represents and warrants that Customer is not located in, and will not use the Services from, any country subject to a UK embargo or designated by the UK Government as a "terrorist-supporting" country, and that Customer is not listed on any UK Government list of prohibited or restricted parties, including but not limited to the UK Consolidated List of Financial Sanctions Targets. CUSTOMER CONFIRMS AND WARRANTS THAT YOU ARE NOT LOCATED IN SUCH A COUNTRY OR LISTED ON ANY PROHIBITED LIST FROM THE UNITED KINGDOM.

### **12.2 Legal Compliance**

Customer shall comply with all applicable laws and regulations in connection with Customer's use of the Services.

## **13. GENERAL PROVISIONS**

### **13.1 Entire Agreement**

These Terms, together with the Contract Details and Privacy Policy, constitute the entire agreement between the parties.

### **13.2 Amendments**

The Company may modify these Terms by posting revised terms at [electricsheep.tv](https://www.electricsheep.tv) with 30 days' notice. Continued use constitutes acceptance of modifications.

### **13.3 Assignment**

The Company may assign these Terms without consent. Customer may not assign without prior written consent.

### **13.4 Severability**

If any provision is held invalid, the remainder shall remain in full force and effect.

### **13.5 Force Majeure**

Neither party shall be liable for delays or failures due to circumstances beyond reasonable control.

### **13.6 Notices**

All notices shall be in writing and sent to the addresses specified in the Contract Details or to ops@electricsheep.tv.

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**Contact Information:** Electric Sheep Technologies LTD  
14 Church View, Upminster, England RM14 2QX  
Email: ops@electricsheep.tv  
Website: electricsheep.tv