AI WEARS — Webapp legal documents (EN)

Effective date: 1 September 2025 — Version: 1.1

AISEM SRL — Via Alessandro Volta 11, 47030 San Mauro Pascoli (FC), Italy — P.IVA / VAT 04787160409 — info@aiwears.it — www.aiwears.it

Terms of Service

TERMS OF SERVICE

1) Service B2B SaaS to generate AI “on-model” images from Customer-provided garments/models. Outputs for visual merchandising/e-commerce.

2) Accounts & access Login via email/password or SSO. Users safeguard credentials. Suspension/termination possible for abuse/security.

3) Acceptable Use (AUP) Unlawful/defamatory/obscene/discriminatory content or rights-infringing content prohibited; deepfakes of real persons without consent; minors’ images without proper basis; misleading consumer content.

4) Content & output rights Users retain rights; warrant permissions (including publicity/image rights) and indemnify AISEM; limited licence to provide the service and for backup. Training only with opt-in.

5) AI transparency (EU AI Act) Outputs flagged in metadata where possible; usage notices provided. Customer remains responsible for consumer information on its channels.

6) Plans, credits & payments Auto-renewal; 1 generation=1 credit; extra packs; Stripe; proration for upgrades/downgrades; no refunds for started periods/unused credits unless mandatory law applies.

7) SLA & maintenance Service “as is”; best-effort; planned or urgent maintenance may occur.

8) Liability Excludes indirect/consequential damages; cap: fees paid in prior 12 months; force majeure.

9) Termination/suspension Cancel anytime (effective end of term). Possible suspension/termination for AUP, non-payment, security or legal orders.

10) Privacy & DPA See Privacy; integrated DPA (Section 13).

Data Processing Agreement (DPA) – Art. 28 GDPR

13) DATA PROCESSING AGREEMENT (DPA) – Art. 28 GDPR

13.1 Roles. Account/billing: AISEM as Controller. “Customer Content”: AISEM as Processor on behalf of Customer (Controller).

13.2 Subject/duration/nature/purpose. Storage, transformation, generation and delivery of outputs; storage and security for the term and necessary retention.

13.3 Instructions. Only on documented instructions and these Terms; if an instruction infringes GDPR, AISEM will inform the Customer.

13.4 Confidentiality/personnel. Authorised staff bound by confidentiality and trained.

13.5 Security. Appropriate technical/organisational measures (encryption, RBAC, least privilege, logging/monitoring, backups with limited retention, hardening, vulnerability management).

13.6 Sub-processors. General authorisation; Annex A list; notice of changes; right to object; failing resolution, terminate impacted features/contract with pro-rata refund of unused fees.

13.7 Assistance. Support for data subject rights and DPIAs/consultations where applicable.

13.8 Breach. Notify without undue delay with available details.

13.9 Deletion/return. On termination, delete or return data per instruction; purge backups within 30 days unless legal retention applies.

13.10 Audit. Provide information to demonstrate compliance; reasonable audits with 30 days’ notice, once/year, business hours; may provide independent attestations/reports.

13.11 International transfers. SCCs and, where applicable, EU–US DPF, as in Annex A.

Annex A – Sub-processors

ANNEX A – Current Sub-processors

A.1 Payments – Stripe Payments Europe, Ltd. (EU) and Stripe, Inc. (US): payments, fraud prevention, invoicing. Transfers: SCC/DPF. In certain processing Stripe may act as independent Controller (compliance).

A.2 Transactional email – Microsoft 365 (EU/US) and/or Postmark (EU/US): service emails. Transfers: SCC/DPF.

A.3 Cloud infrastructure / image storage – EU/EEA providers (EU data centres). Any replication/auxiliary services outside EEA covered by SCC/DPF.

A.4 Essential telemetry – Google Ireland Ltd. (GA4 in Consent Mode “denied”, no marketing cookies/IDs). Transfers, if any, covered by SCC/DPF.