

Code of Conduct

1st, September 2025

1. **Cortecs GmbH**, Althanstraße 4/6, 1090 Vienna, Austria, company register number: 560802i (hereinafter referred to as ENABLER) offers different Routing-Services for different Generative AI-Services (hereinafter referred to as "SERVICES") to the customer.
2. For the ENABLER, the lawful and ethically responsible handling of AI (Artificial Intelligence) is of utmost priority. For this reason, users (hereinafter referred to as "USER") are obliged to comply with these TERMS OF USE.
3. These TERMS OF USE apply through the use of the ENABLER's SERVICES.
4. It is clarified that the ENABLER is not to be qualified as a provider within the meaning of Art 3 number 3 AI-Act. This is because no AI systems or AI models with general-purpose are developed or commissioned to be developed, and these are not marketed or operated under their own name or trademark. The ENABLER also does not make any "substantial changes" within the meaning of Art 25 para 1 lit b AI-Act. It merely offers a routing service for different Generative AI services without making any changes to the AI system or AI model.
5. The USER is obliged to provide truthful and complete information within the scope of the business relationship and to keep their data up to date at all times. They must treat their data (especially passwords and access data) confidentially. If the USER suspects misuse by third parties (including employees attributable to them), they must inform the ENABLER immediately.
6. The USER must refrain from any actions that could endanger or impair the technical performance of the ENABLER (including cyber-attacks).
7. In the event of unlawful use of the SERVICES, the ENABLER reserves the right to refuse the USER the use of the SERVICE.
8. It is the responsibility of the USER to create the electronic infrastructure necessary for the use of the services. This also means that the USER has the necessary software and hardware equipment to use the SERVICES. The ENABLER is not obliged to provide information or advice in this regard.

9. It is the sole responsibility of the USER to ensure that the SERVICES does not capture any content that contains illegal information. The ENABLER assumes no liability for the unlawful use of the SERVICES.

10. It is the sole responsibility of the USER to check the accuracy and plausibility of the results produced and processed by the SERVICES. The ENABLER assumes no liability for the accuracy of the data created by the SERVICES.

11. The SERVICES contains AI-based functions (hereinafter referred to as "AI FUNCTIONS"). By activating and using these AI FUNCTIONS, the USER accepts that data entered by them into the SERVICES will be processed in the AI FUNCTIONS.

12. The use of the AI models and AI systems is at the USER's own responsibility.

13. The USER acknowledges that the ENABLER cannot make any claims, guarantees, promises, or assurances regarding the quality and accuracy of the AI FUNCTIONS.

14. The ENABLER expressly points out that in general no sensitive personal data (pursuant Art. 9 and 10 GDPR), trade secrets, or content protected by copyright or intellectual property rights should be entered into the SERVICES.

15. When using the SERVICES, the USER further ensures:

- that all outputs of the SERVICES are ethically justifiable;
- that critical outputs of the SERVICES are reviewed by a human;
- that data protection and information security requirements are met;
- that sufficient AI competence is available (within the meaning of Art 4 AI-Act) to use the SERVICES;
- that only data that meets appropriate quality requirements and is not faulty, biased, or discriminatory is used for the development, validation and testing of the SERVICES;
- that the output of the SERVICES is marked as synthetic (i.e., generated by AI) content to third parties, unless it is already obvious to the third party that this content was generated by an AI system;
- that an appropriate risk management system for the use of AI is implemented;
- that the provisions of the AI-Act (Regulation (EU) 2024/1689) are complied with.

16. The USER agrees not to upload any content to the SERVICES that, due to its content, form, or design, or in any other way, violates applicable law or good morals. In particular, the USER agrees to comply with applicable law (e.g., criminal law, competition law, and youth protection law) when uploading content and not to violate the rights of third parties (e.g., name, trademark, copyright, image, and data protection rights) or confidentiality obligations.

17. In particular, but not exclusively, the USER is not permitted to publish or support content that:

- Promotes racism;
- Promotes terrorism, xenophobia, and incitement;
- Glorifies violence and extremism of any kind;
- Incites and encourages criminal acts and administrative offenses, threats against life, limb, or property;
- Incites against individuals or companies;
- Contains defamatory statements, insults, slander, and defamation to the detriment of USERS and third parties;
- Violates the law of fair trade;
- Contains content that violates copyright or other intellectual property rights
- Promotes sexual harassment of users and third parties
- Contains offensive, sexist, obscene, vulgar, disgusting, or repulsive material or language
- Represents, concerns, or includes pornography

It is also a violation of personal rights and therefore not allowed to disclose the anonymity of other USERS or to publish information from private messages, emails, or messenger areas that are not intended for the public.

18. The ENABLER expressly assumes no liability if the SERVICES are trained with unsuitable data and information. Such unsuitable data includes, for example, data that contains trade and business secrets or is subject to third-party copyrights.

19. The USER acknowledges that the provisions for the lawful use of AI are dynamic and must be continuously adapted, evaluated, and adjusted.

20. The ENABLER is entitled to change these TERMS OF USE at any time. The ENABLER will inform the USER of such changes by making the amended TERMS OF USE available for inspection on its website. The USER has the right to object to the changes. If the USER does not object within 21 days of being notified of the changes, it is assumed that the USER has tacitly agreed to the amended TERMS OF USE. The ENABLER will inform the user of these legal consequences.

21. If the ENABLER has reasonable grounds to suspect that the USER is using the SERVICES unlawfully or inappropriately, the ENABLER is entitled to block access to the SERVICES immediately and without prior notice. The possibility of further legal action remains unaffected by such blocking.

22. The contractual relationship is subject to Austrian law, and Austrian law is agreed upon. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules is excluded.

23. The exclusive place of jurisdiction is the competent court in Vienna (9th district), Austria.

24. The place of performance is the ENABLER's registered office.