

General Terms and Conditions ("GTCs") of DeepCloud Corporation ("DeepCloud") for DeepArt

DeepArt is an art and culture platform by DeepCloud, on which image files ("Images") are made available to users ("Users") of the DeepArt website, aiming at presenting interpretations of DeepCloud technologies by artists from around the world.

DeepCloud operates the Deep-Art website ("Website") and all related Deep Services.

1. Scope of application

The business relationship between DeepCloud and the User is governed exclusively by the General Terms and Conditions ("GTCs") in their current version.

2. Downloading, Intellectual Property Rights and Licenses

Users can download the Images provided on the Website.

They are to be used exclusively for non-commercial purposes. The author and source must be mentioned whenever they are used.

Further commercialisation or marketing by the User (sale, rental, sublicensing, etc.) is not permitted in any form (electronic, printed, etc.). Nor may the User compile or redistribute the Images in any other way (e.g. through portals similar to the Website).

3. Warranty and liability

None of DeepCloud's free Deep Services (including the supply of Images) entitle the User to any performance claims. DeepCloud may discontinue, modify or require payment for any free Deep Service at any time and without prior notice. This does not entitle the User to any rights or claims.

Furthermore, DeepCloud excludes all further liability to the extent permitted by law.

4. Final provisions

DeepCloud may at any time engage third parties for the proper fulfilment of its rights and obligations, which the User hereby approves.

Swiss law applies to the exclusion of the provisions of private international law and the Vienna Convention on Contracts for the International Sale of Goods. The courts of the city of St. Gallen have exclusive jurisdiction. The place of performance for all contractual and statutory claims will be DeepCloud's registered office.



If any provisions of these GTCs prove to be inoperative or null and void, the remaining provisions will not be rendered inoperative or null and void but rather be replaced by provisions which reflect as closely as possible the economic purpose of said provision in question. The same will apply in the event of a gap or omission.

DeepCloud expressly reserves the right to adapt these GTCs and its offer on the Website at any time and to apply them with immediate effect, with no need for DeepCloud to inform the User in advance.

