

Description: These Terms of Service ("Terms") govern the use of the Agentoverse platform and services. By accessing or using the Platform, you agree to be bound by these Terms. The Platform acts as an intermediary that enables users to present and provide AI Agents and allows end users to combine those Agents into workflows. Agentoverse (the "Provider") disclaims liability for the behavior of Agents provided by third parties and for any handling of data outside our Platform. Please read these Terms carefully to understand your rights and obligations when using Agentoverse.

1. Definitions

- **Agentoverse** (also "Platform" or "Service"): The web-based platform provided by Agentoverse s.r.o. that connects users and allows them to share and use AI Agents in workflows.
- **Provider** ("we" or "us"): Agentoverse s.r.o., the company providing the Platform. (Registered in the Czech Republic under company ID: 24059561, with registered office at Podlesní 2332, 735 41 Petřvald - Petřvald.)
- **User** ("you"): Any natural or legal person who accesses or uses the Platform. This term includes both Agent Providers and End Users (as defined below).
- **Agent**: An AI service, integration or module made available through the Platform by an Agent Provider. Agents may perform specific tasks or connect to external services (e.g., an AI algorithm, an automation module from N8N, etc.).
- **Agent Provider**: A User who submits, uploads, or otherwise provides an Agent on the Platform for use by others.
- **End User**: A User who utilizes Agents (their own or others) to build or run workflows on the Platform.
- **Workflow**: A sequence or combination of Agents orchestrated on the Platform to perform a multi-step process or automation. Workflows are composed by End Users using available Agents, and executed in the Agentoverse cloud environment.

2. Acceptance of Terms

By registering an account or using any part of the Platform, you agree to these Terms of Service and to our Privacy Policy (collectively, the "Agreement"). If you do not agree, you must not use the Platform. You are responsible for ensuring that all persons who access the Platform through your account are aware of and comply with these Terms.

We may update these Terms from time to time. We will notify you of material changes (for example, by email or by posting a notice on the Platform). Continued use of the Platform after updated Terms take effect constitutes your acceptance of the changes. The latest

version of the Terms will always be available on our website, and the effective date will be indicated.

3. User Eligibility and Account

- **Eligibility:** You must be at least 16 years old (or the minimum legal age in your country for providing consent to personal data processing, if higher) to use the Platform. By creating an account, you represent that you meet this age requirement and that you have the legal capacity to enter into this agreement. Accounts may not be created by automated means or for any user barred from using the service under applicable laws.
- **Account Registration:** To access certain features, you must create an account by providing a valid email address and setting a secure password. You agree that the information you provide is accurate, complete, and current, and that you will keep it updated. Each user must maintain only one account and must not impersonate others or provide false information.
- **Account Security:** You are responsible for maintaining the confidentiality of your account credentials. Do not share your password or access to your account with anyone. You are responsible for all activities that occur under your account. If you suspect any unauthorized use of your account or a security breach, you must promptly notify us at orbitcare@agentoverse.com. We are not liable for any loss or damage arising from your failure to safeguard your account credentials.
- **Account Usage:** You must use your account personally. You may not sell, lease, or transfer your account to any other person without our written consent. We reserve the right to suspend or terminate accounts that are inactive for an extended period or that we suspect are compromised or in violation of these Terms.

4. Platform Use and Conduct

4.1 Permitted Use

We grant you a limited, non-exclusive, non-transferable, revocable license to use the Platform and its services in accordance with these Terms. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Platform as provided by us, in the manner permitted by these Terms. You agree to use the Platform only for purposes that are lawful and in compliance with these Terms and any applicable laws or regulations.

4.2 Prohibited Conduct

You agree **not** to engage in any of the following prohibited activities:

- **Violating Laws:** Using the Platform in any way that violates any applicable law or regulation (including data protection laws, export control laws, etc.).

- **Harmful Activities:** Uploading, transmitting, or otherwise distributing through the Platform any content or code that is unlawful, harmful, fraudulent, defamatory, obscene, infringing, or otherwise objectionable (including viruses, malware, or any other harmful software).
- **Interference:** Attempting to interfere with or disrupt the integrity or proper functioning of the Platform. This includes not engaging in activities like hacking, DDoS attacks, reverse engineering the software, or circumventing any security or access controls.
- **Unauthorized Access:** Accessing or searching the Platform by any means other than our publicly supported interfaces (for example, scrapers or automated tools are not allowed without permission), or attempting to access areas of the Platform you do not have rights to access.
- **Misuse of Data:** Collecting or harvesting any personal data of other users from the Platform without permission, or using any data obtained from the Platform for any advertising or marketing purposes without our consent and compliance with applicable law.
- **Impersonation and Misrepresentation:** Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity in connection with the Platform.
- **Violation of Others' Rights:** Using the Platform to violate intellectual property rights, trade secrets, privacy, or any other rights of others. For example, you must not provide any Agent or content that you do not have the right to use, or that infringes patents, copyrights, trademarks or other proprietary rights of any party.
- **Abusive Behavior:** Harassing, stalking, or harming another individual or attempting to do so, including other users, Agentoverse staff, or third parties. Any form of hate speech, discrimination, or incitement of violence on the Platform is strictly prohibited.

We reserve the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may also suspend or terminate your account or access to the Platform immediately, without notice, for any violation of this section or these Terms.

5. User Content and Agents

5.1 User-Provided Content

Users (including Agent Providers) may submit, upload, or otherwise make available content on the Platform, such as descriptions of Agents, Agent configuration files, workflow definitions, or other data ("User Content"). You retain ownership of any intellectual property rights in the User Content you provide. By submitting User Content, you represent and warrant that you have all necessary rights to share that content and to grant the licenses below.

5.2 License Grant to Agentoverse

By posting or providing User Content (including Agents) on the Platform, you grant Agentoverse a worldwide, non-exclusive, royalty-free, fully-paid, sublicensable license to host, store, reproduce, distribute, publicly display, and perform your User Content, and to modify (for technical purposes, e.g. format display) and create derivative works of such content as necessary to provide the service (for example, to display your Agent in our catalog, or to execute it as part of a workflow requested by an End User). This license is granted for as long as your content is available on the Platform and solely for the purposes of operating, improving, and promoting our services.

Additionally, you agree that we may make your publicly shared Agents and related content available to other Users under these Terms. If you designate content as public (such as contributing an Agent to the public catalog), you allow other Users to view and use that content through the Platform. You can remove your content by deleting it from the Platform at any time; however, please note that content removed may persist in backups for a limited time and that Agentoverse is not responsible for content that has been cached or downloaded by other Users or third parties.

5.3 Responsibility for User Content

You are solely responsible for all User Content you provide and for any consequences arising from its provision or use. Agentoverse does not claim ownership of your content, and we do not monitor or pre-screen all content, but we reserve the right (though not the obligation) to remove or disable access to any User Content that we determine, in our discretion, violates these Terms or applicable law. This may occur without prior notice. Agentoverse **disclaims any and all liability for User Content** provided by you or others. We are not responsible for any loss or damage resulting from the use of any User Content posted on the Platform.

By providing any User Content, you affirm that:

- The content does not contain any confidential information or personal data of others (unless you have obtained all necessary consents or are otherwise legally permitted to share such data).
- You have the lawful right and any necessary licenses or permissions to submit the content to the Platform and to grant the licenses to us and other users as stated above.
- The content is accurate to the best of your knowledge and its use on the Platform will not violate any laws or rights of any third party.

If you are an Agent Provider, you additionally represent that your Agent does not contain any code or functionality that could cause harm to the Platform or other Users (for example, no malware, and it will not intentionally misuse or exfiltrate data outside the intended purpose).

5.4 Feedback

We appreciate feedback, suggestions, or ideas ("Feedback") you may provide to us about the Platform. By submitting Feedback, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, modify, and incorporate this Feedback in our products and services without any obligation to compensate you.

6. Agents and Third-Party Services

One of the core features of Agentoverse is the ability to integrate third-party services and AI agents into user workflows. While this functionality is powerful, it comes with certain conditions and disclaimers:

- **Third-Party Terms:** Some Agents may connect to or utilize third-party services or APIs that are not operated by Agentoverse. When you choose to include such an Agent in your workflow, you may be subject to the terms and conditions of the relevant third-party provider. **You acknowledge that Agentoverse is not a party to any such third-party agreements.** For example, if an Agent connects to a third-party AI API or a SaaS application, you must ensure your use complies with that service's own terms.
- **Data Exchange:** By enabling an Agent that interacts with an external service, you instruct and authorize Agentoverse to transmit data to and/or from that third-party service as needed for the integration. We will only do this to the extent necessary to run the workflow you've configured. All data retrieved from third-party services on your behalf through the Platform will be treated as User Content under these Terms.
- **No Control or Liability for Third Parties:** Agentoverse does not endorse, monitor, or have control over third-party services or Agents provided by third parties. We **make no warranties or representations** and assume no liability regarding any third-party services or how they operate, including their accuracy, reliability, security, or how they may use data you share with them. The inclusion of a third-party integration in our Platform does not imply any approval or endorsement of the third-party service.
- **Agent Provider Responsibility:** If you provide an Agent that connects to an external API or service, it is your responsibility to ensure that you are complying with that external service's terms and have the rights to allow others to use the integration via the Platform. Agentoverse is not responsible for any termination or limitation of third-party services that might affect the functionality of your Agent.
- **Removal of Integrations:** We may remove or disable any Agent or third-party integration from the Platform if we have reason to believe it violates these Terms, infringes rights, poses a security risk, or if we no longer have the right to offer the integration.

7. Intellectual Property Rights

7.1 Agentoverse Property

All rights, title, and interest in and to the Platform (including software, algorithms, design, logos, trademarks, and all content provided by us) are and will remain the exclusive property of Agentverse and its licensors. The Platform is protected by copyright, trademark, and other intellectual property laws. No rights or licenses are granted to you by implication or otherwise except as expressly provided in these Terms. You may not use the Agentverse name, logos or trademarks without our prior written consent.

You agree not to copy, modify, create derivative works of, decompile, or reverse engineer any part of the Platform (except as permitted by mandatory statutory law). You may not use any of our intellectual property as part of any product or service not provided by Agentverse, nor attempt to claim ownership over the Platform or any of its components.

7.2 User Content Intellectual Property

Except for the licenses you grant us under Section 5, we do not claim ownership of your User Content or Agents. Subject to the licenses granted in these Terms, you retain all rights to your content.

Other Users may provide content (e.g., Agents, documentation) on the Platform which is protected by intellectual property rights. You agree not to infringe those rights. You may use other users' content only to the extent allowed by these Terms and the functionality of the Platform.

7.3 DMCA/Copyright Policy

Agentverse respects intellectual property rights. If you believe that any content on the Platform infringes your copyright or other intellectual property rights, please notify us at core@agentverse.com with details of the alleged infringement. We have procedures under the U.S. Digital Millennium Copyright Act (DMCA) and other applicable laws to remove infringing content and terminate accounts of repeat infringers when appropriate. Your notice should include sufficient information for us to locate the content and proof that you are the rights holder or authorized to act on their behalf.

8. Disclaimers of Warranty

The Platform and all services provided by Agentverse are offered on an **"as is" and "as available"** basis. To the fullest extent permitted by law, Agentverse disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising out of course of dealing or usage of trade. We do not guarantee that the Platform will be uninterrupted, error-free, or completely secure.

No Warranty on Agent Outputs: You understand that AI Agents and workflows may produce unpredictable or incorrect results. Agentverse makes no guarantee of the accuracy, quality, or suitability of any outputs or information generated by Agents. Use of any Agent's output is at your own risk. The information and results generated through the Platform (especially by third-party Agents) should not be relied upon as professional advice. Users should verify critical information independently.

As-Is on Third-Party Content: Any content or services provided by third parties via the Platform (including Agents from other users) are the sole responsibility of the party that makes it available. We do not warrant or support (and expressly disclaim any liability for) any content uploaded by users or any actions or results from using third-party Agents.

No Guarantee of Outcomes: We do not warrant that using the Platform will achieve any particular results or meet your specific requirements. AI and automation outcomes may vary. You assume all risk for any decisions or actions taken based on information or results obtained from the Platform.

9. Limitation of Liability

To the maximum extent permitted by applicable law, Agentaverse and its officers, directors, employees, and agents will not be liable for:

- **Indirect Damages:** Any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, data, or business opportunities, even if we have been advised of the possibility of such damages.
- **Use of Agents:** Agentaverse **disclaims any liability for any actions or decisions that you or anyone else takes based on outputs generated by any AI Agent on the Platform**, or for any data loss or breach that occurs at the level of an Agent provider or third-party service outside our control.
- **User Content Issues:** We are not liable for content provided by users, or any mistakes or omissions in any content (including your reliance on such content).
- **Platform Downtime or Errors:** We will not be responsible for any damage or loss that results from the inability to use the Platform, access Agents, or from any bugs, viruses, trojan horses, or other harmful code that may be transmitted through the Platform by any third party.

In jurisdictions that do not allow the exclusion or limitation of certain liabilities, our liability will be limited to the fullest extent permitted by law.

Cap on Liability: To the extent that any liability is not legally excludable, **the total liability of Agentaverse to you for all claims arising out of or relating to the use of (or inability to use) the Platform or otherwise under these Terms, whether in contract, tort, or otherwise, is limited to the amount of €100 (one hundred Euro) or the equivalent in local currency.** If applicable law does not allow limitation by a fixed sum, then we limit our liability to the smallest amount permissible under such law.

Nothing in these Terms limits or excludes liability for gross negligence, intentional misconduct, or for death or personal injury caused by our negligence, or any other liability that cannot be excluded under law.

10. Indemnification

You agree to indemnify, defend, and hold harmless Agentaverse s.r.o. and its affiliates, officers, agents, employees, and partners from and against any and all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or in any way connected with:

- your access to or use of the Platform (including any actions taken by a person using your account),
- your User Content or Agents (including any claim that your content or Agent infringes or misappropriates any third party's intellectual property or privacy rights, or has caused damage to a third party),
- your violation of these Terms or of any applicable law or regulation,
- your negligence or willful misconduct, or
- any dispute between you and another user or third-party (such as issues arising from an Agent you provided or used).

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate in such defense. You agree not to settle any such matter without the prior written consent of Agentaverse. We will use reasonable efforts to notify you of any such claim, action or proceeding as soon as we become aware of it.

11. Suspension and Termination

11.1 By You

You may stop using the Platform at any time. You may also delete your account at any time by following the account deletion procedure in your account settings or by contacting our support. Deleting your account will generally remove your profile and content from the Platform, though as noted in the Privacy Policy, some data may be retained as required or permitted by law.

11.2 By Agentaverse

We may suspend or terminate your access to the Platform (or certain features) at any time, with or without cause, and with or without notice. For example, we may terminate or suspend your account immediately if:

- You breach these Terms (or we have a reasonable belief that you have done so or will do so);
- We are required to do so to comply with a legal requirement or court order;
- We cease providing the Platform or substantially change its functionality;

- Unexpected technical or security issues or problems arise; or
- Your account has been inactive for an extended period.

In case of any suspension or termination, we will try to notify you via the email associated with your account, where practicable. Upon termination, the rights and licenses granted to you in these Terms will end immediately. You must cease all use of the Platform and we may delete your User Content (though our rights to User Content, and our disclaimers and limitations of liability, will survive as described below).

11.3 Effect of Termination

Termination of this Agreement will not affect provisions that are meant to survive, including (but not limited to) ownership provisions, warranty disclaimers, limitations of liability, indemnity, governing law, and dispute resolution sections. If your account is terminated due to a breach of these Terms, you are not entitled to create a new account or access the Platform without our express permission.

12. Governing Law and Dispute Resolution

These Terms and any dispute arising out of or in connection with them or the use of the Platform are governed by the laws of the Czech Republic, without regard to its conflict of law principles. However, if you are a consumer and a resident of a country with mandatory consumer protection laws, you may also benefit from any applicable provisions of your local consumer protection law.

12.1 Jurisdiction

Any disputes that cannot be resolved amicably shall be brought before the competent courts of the Czech Republic. We and you consent to the exclusive jurisdiction of the courts located in the Czech Republic (specifically, the courts of general jurisdiction in the city where Agentoverse s.r.o. has its registered office) to resolve any legal matter arising from these Terms or the use of the Platform. Notwithstanding this, you agree that Agentoverse shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

12.2 Consumers (EU)

If you are a consumer (not using the Platform for business purposes) in the European Union, and you have a dispute with us that we cannot resolve together, under Czech consumer protection law you have the right to seek out-of-court dispute resolution. The Czech Trade Inspection Authority (Česká obchodní inspekce) is the designated authority for out-of-court consumer dispute resolution, with website www.coi.cz. Additionally, you may have the right to use the EU's Online Dispute Resolution platform to submit a complaint (however, note that the ODR platform may be discontinued or not applicable in the future). These options do not limit your right to bring proceedings in a competent court.

13. Miscellaneous

- **Entire Agreement:** These Terms, together with the Privacy Policy, Cookie Policy, and any other legal notices we have published on the Platform, constitute the entire agreement between you and Agentoverse regarding your use of the Platform. They supersede any prior agreements or communications between you and us regarding the subject matter.
- **Severability:** If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.
- **No Waiver:** Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Any waiver must be in writing and signed by us to be effective.
- **Assignment:** You may not assign or transfer these Terms (in whole or in part) to anyone without our prior written consent. Agentoverse may assign or transfer these Terms or any rights under this Agreement to any third party as part of a merger, acquisition, sale of business, or by operation of law, or otherwise at our discretion.
- **Relationship:** Nothing in these Terms shall be deemed to create an employer-employee relationship, partnership, agency, or joint venture between you and Agentoverse. You act on your own behalf and for your own benefit, and not as an agent or representative of Agentoverse.
- **Force Majeure:** Agentoverse will not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure arises from any cause or condition beyond our reasonable control, including acts of God, natural disasters, pandemic, war, terrorism, labor disputes, electrical or telecommunications outages, or governmental action.
- **Contact Information:** If you have any questions about these Terms or need to contact us for any reason, please email orbitcare@agentoverse.com or write to Agentoverse s.r.o., Podlesní 2332, 735 41 Petřvald - Petřvald, Czech Republic.