

TERMS & CONDITIONS

Entry into force: 01/01/2026

1. Company information

Nopli is a French simplified joint-stock company ("Société par Actions Simplifiée"), registered under number 920 163 243 with the Registry of Trade and Companies of Paris, whose registered office is located at 99 rue de Charonne, 75011 Paris, France ("**Nopli**").

2. Services

Nopli provides professional clients with artificial intelligence-powered services for the generation of e-commerce content, accessible through the platform **Nopli AI Studio**, available at <https://studio.nopli.eu/> (the "**Platform**").

The services offered by Nopli (the "**Services**") consist of generating digital content including images, texts, tags and product attributes (the "**Generated Content**").

The Services are provided under:

- standard subscription offers presented on the Platform ("**Standard Offers**"), and/or
- customized offers agreed with the Client and summarized at the time of purchase ("**Customized Offers**").

(Standard Offers and Customized Offers together, an "**Offer**").

3. Purpose and acceptance of the Terms

These Terms & Conditions (the "**Terms**") govern the contractual relationship between Nopli and the Client and define the conditions of access and use of the Services.

The Client accepts the Terms when creating an account or subscribing to an Offer on the Platform. If the Client does not accept the Terms in full, they may not access or use the Services.

4. Professional use only

The Services are strictly reserved for professionals. The Client declares and warrants that it acts within the scope of its professional activity and has full authority to enter into these Terms.

5. Access to the Platform

Access to the Services requires:

- an active internet connection,
- compatible equipment and software (including a modern web browser).

The Client is responsible for the security and confidentiality of its login credentials and for all actions carried out via its account or Workspace.

6. Subscription, Workspace and Users

Each subscription opens a dedicated workspace (the "**Workspace**"). One subscription corresponds to one Workspace.

The Client designates an administrator who may invite additional authorized users (the "**Users**") within the limits of the subscribed Offer. The Client remains fully responsible for the actions of its Users.

7. Credits and usage

Each Offer includes a defined number of usage credits (the "**Credits**"), corresponding to the right to generate Generated Content on the Platform. The number of Credits included in an Offer is indicated on the Platform or in the applicable offer summary.

One generation of Generated Content may consume one or more Credits, depending on the type of content and options selected, as indicated on the Platform.

The Client may purchase additional Credits at any time directly on the Platform. Additional Credits:

- are billed upfront at the prices displayed at the time of purchase,
- have no monetary value,
- are non-transferable,
- are non-refundable, except where required by applicable law.

Unused Credits are not refunded in the event of termination or downgrade of an Offer.

8. Description of the Services

The Client acknowledges that the Services rely on automated artificial intelligence systems and that Generated Content is produced automatically based on the inputs provided by the Client.

8.1 Content generation

The Platform allows the Client to generate Generated Content, including without limitation:

- product images (e.g. packshots, enhanced visuals, AI-generated model images),
- written content (e.g. product descriptions, SEO content, marketplace-ready texts),
- structured data (e.g. tags, attributes, categories and metadata).

Generated Content is produced based on:

- images and other materials uploaded by the Client ("**Client Inputs**"),
- information, prompts or parameters entered by the Client,
- AI models, workflows and templates developed or selected by Nopli ("**Content Models**").

Each generation operation consumes Credits. Generated Content may vary depending on the inputs and parameters selected. The Client acknowledges that similar or comparable content may be generated for other clients.

8.2 Client responsibility

The Client remains solely responsible for reviewing, validating and using the Generated Content before publication or commercial use. Nopli does not guarantee the accuracy, completeness, legality or suitability of the Generated Content for any specific purpose.

9. Intellectual property

9.1 Platform

The Platform, including all software, algorithms, models, interfaces and documentation, remains the exclusive property of Nopli. No rights are granted to the Client other than a non-exclusive, non-transferable right to use the Platform for the duration of the subscription.

9.2 Client Inputs

The Client retains ownership of its Client Inputs. The Client grants Nopli a limited, non-exclusive, worldwide license to use, host, process and transform the Client Inputs solely for the purpose of providing and improving the Services.

9.3 Generated Content

Subject to the Client Inputs, the Client owns the Generated Content produced via the Platform. However, due to the nature of artificial intelligence, Nopli does not guarantee that Generated Content will be unique or original, and similar content may be generated for other clients.

10. Prohibited uses

The Client undertakes not to use the Services to:

- generate or promote illegal, misleading or infringing content,
- infringe third-party intellectual property rights,
- misuse or attempt to reverse engineer the Platform or Content Models,
- use the Services for purposes prohibited by applicable laws or regulations.

11. Maintenance and support

Nopli provides maintenance and technical support on a best-effort basis. Access to the Platform may be temporarily limited for maintenance or updates.

12. Financial terms

Prices are indicated on the Platform or in the applicable offer summary and are exclusive of taxes. Taxes are added in accordance with applicable law.

Payment is due upfront and handled via the payment service provider indicated on the Platform.

13. Liability

The Services are provided on an "as is" and "as available" basis. Nopli is bound by a best-effort obligation.

To the maximum extent permitted by law, Nopli shall not be liable for indirect or consequential damages, including loss of revenue or data.

Nopli's total liability shall in any event be limited to the amounts paid by the Client during the twelve (12) months preceding the event giving rise to liability.

14. Termination

The Client may terminate its subscription at any time in accordance with the conditions specified on the Platform. Termination takes effect at the end of the current subscription period.

Upon termination, access to the Workspace is closed and unused Credits are forfeited.

15. Personal data

Personal data is processed in accordance with applicable data protection laws and Nopli's Privacy Policy available on the Platform.

16. Confidentiality

Each party undertakes to keep confidential all non-public information exchanged in connection with the Services for the duration of the contractual relationship and three (3) years thereafter.

17. Force majeure

Neither party shall be liable for failure to perform due to force majeure as defined by applicable law.

18. Governing law and jurisdiction

These Terms are governed by French law. Any dispute shall fall under the exclusive jurisdiction of the courts of Paris, France.