TERMS OF USE

WWW.AUTOCRASH.AI

1. Introduction

Welcome to AutoCrash.ai, a SaaS platform developed by **DataVision s.r.o.,** registered in Prague 5, 15300, Slinková 589/2, Czech Republic, ID.Nr. 27142663, and sold via **DataVision Italia Srl**, with registered office at Via Luis Zuegg 23, Bolzano, 39100, Italy, Part.IVA 03175050214, designed specifically for forensic experts specializing in accident reconstruction and analysis. AutoCrash.ai leverages advanced AI technology to provide accurate and efficient solutions for evaluating vehicle damage, bodily injury potential, and accident circumstances. By accessing or using AutoCrash.ai (the "Service"), you agree to comply with these Terms of Use. These terms apply to both demo and full-featured users. This agreement is governed by Italian law. If you do not agree with these terms, please discontinue your use of the Service.

2. Account Registration & Eligibility

To access AutoCrash.ai, users are required to complete the registration process through our website, www.autocrash.ai. Registration is open only to individuals who are forensic experts, accident reconstruction professionals, or engaged in related fields. By registering, you agree to provide accurate and current information, including your professional details, to verify your eligibility.

You are solely responsible for maintaining the confidentiality of your account credentials and ensuring that no unauthorized individual accesses your account. You must notify AutoCrash.ai immediately if you suspect any breach of security or unauthorized use of your account.

AutoCrash.ai reserves the right to verify your professional qualifications before granting full access to the platform. We may deny, suspend, or terminate any account that violates these Terms of Use or provides false information. In the event of termination, AutoCrash.ai may also delete any data associated with the account, subject to applicable laws and regulations.

If you are registering on behalf of an organization or a company, you must ensure that you have the legal authority to represent that entity and bind them to these Terms of Use.

3. Subscription Plans and Payment

AutoCrash.ai operates on a subscription basis, offering both **monthly** and **annual** plans. Each plan includes full access to the platform's core functionalities, which encompass:

- **Case Management System**: Data management, 2-factor authentication, accident registration, traceability, workflow management, data export, and dashboard.

- **Anti-Fraud Detection**: Detection of similarities between cases, including matching license plates or individuals.

- **Automation Features**: Automated VIN code reading, license plate reading, vehicle document reading, police report reading, report generation, and sensitive data anonymization.

- **Embedded Knowledge**: Energy Equivalent Speed (EES) calculation, virtual assistants, and technical calculators.

- **Sharing and Community Features**: Accident sharing, community features, EES request workflows, cloud storage, 3D visualization, and data import/export.

- **Technical Support**: Basic remote support is included.

Credit-Based System for Additional Features

In addition to the core functionalities, some advanced features are available for an extra fee, using a credit-based system. Each credit equals **1 EUR**, and credits can be purchased directly through the billing section on the AutoCrash.ai platform. The following features are charged based on credit consumption:

- **Structural Analysis (Compatibility of Damages)**
- **Bodily Injury Analysis**
- **3D Incident Reconstruction** (Separate credits required for both rendering and mesh creation)
- **AI Assistant** (Particularly for image-to-text generation features)

The number of credits required for each functionality will be specified within the platform before use.

Trial Period

New users are eligible for a **14-day free trial**. After the trial period, the credit card submitted during registration will automatically be charged based on the selected subscription plan (monthly or annual). If you cancel before the trial period ends, no charges will apply.

Automatic Renewal

Subscriptions are automatically renewed at the end of each billing cycle (monthly or annual) unless the user cancels their subscription through their account settings before the renewal date. AutoCrash.ai will send a reminder before annual subscription renewals. Users are responsible for managing their subscriptions and canceling if they do not wish to continue.

Billing and Payment

Subscription payments will be charged on either a **monthly** or **annual** basis, depending on the plan selected during registration. Payments will be processed through the credit card or payment method provided during account setup. It is the user's responsibility to keep payment details up to date. Failure to process a payment may result in suspension or termination of access to the platform until successful payment is made.

AutoCrash.ai may offer promotional discounts, subject to specific terms outlined at the time of the offer. Subscription fees and credit purchases are non-refundable, except as required by law or under the terms of specific promotions.

Prices and VAT

All subscription prices and credit purchases are listed exclusive of VAT or other applicable taxes. VAT will be applied according to legal requirements based on the information provided by the user during registration. AutoCrash.ai does not verify the accuracy of the information submitted by users, including tax residency or VAT exemptions. Users are solely responsible for providing accurate tax-related information. If incorrect information results in a failure to apply the correct VAT, the user assumes full responsibility for any tax liabilities or consequences.

Price Modifications

AutoCrash.ai reserves the right to modify its subscription plans, pricing, credit system, and related terms at any time. In the event of price changes, users will be notified in advance. Continued use of the platform after such changes will indicate acceptance of the updated terms.

4. User Obligations and Conduct

As a user of AutoCrash.ai, you agree to comply with the following obligations:

Use of the Platform: The platform must be used exclusively for its intended purpose—supporting forensic analysis and accident reconstruction. You must use the platform in a manner that complies with all applicable laws, professional regulations, and industry standards.

Account Responsibility: You are responsible for maintaining the confidentiality of your login credentials and preventing unauthorized access to your account. You must not share your account with others or allow third-party access unless specifically authorized by AutoCrash.ai. If you believe your account has been compromised, you must notify AutoCrash.ai immediately.

Prohibited Activities: You may not:

- Use the platform to engage in unlawful, fraudulent, or unethical activities.

- Submit false, misleading, or incomplete information to the platform, particularly in connection with accident reconstruction data.

- Upload any malicious software, viruses, or code that may disrupt or damage the platform's functionality or other users' systems.

- Attempt to gain unauthorized access to AutoCrash.ai systems, databases, or networks, or otherwise breach security protocols.

- Use any automated systems (such as bots, scrapers, etc.) to interact with the platform in a manner that exceeds the limitations set for users.

Data Submission and Ownership: You are responsible for ensuring that all data uploaded to the AutoCrash.ai platform is accurate and, when necessary, anonymized to comply with privacy and data protection regulations. The platform offers built-in anonymization features, allowing you to anonymize sensitive data before sharing it with other users or stakeholders. You must use these features if you intend to share personal or sensitive information to ensure compliance with applicable privacy laws.

AutoCrash.ai reserves the right to monitor user-submitted data to ensure compliance with these terms. Data uploaded remains your property, but by using the platform, you grant AutoCrash.ai the right to process, store, and use this data in accordance with the platform's privacy policy.

Compliance with Intellectual Property Laws: You may not copy, reproduce, distribute, display, perform, or create derivative works based on the platform's technology or content unless expressly permitted by AutoCrash.ai. This includes any attempt to reverse-engineer or decompile the platform's code.

Professional Integrity: As a professional user, you are expected to act with the highest standard of integrity in your use of the platform, ensuring that your analyses and reports are conducted honestly and accurately, reflecting the capabilities of the AutoCrash.ai system.

Consequences for Violation: Any violation of these obligations may result in the suspension or termination of

your account without prior notice. AutoCrash.ai reserves the right to pursue legal action, including seeking damages, if your actions result in harm to the platform or other users.

Notification of Changes: If any changes occur in your professional credentials or circumstances that may affect your use of AutoCrash.ai, you must notify the platform immediately. This includes changes in licensing or certification that might alter your eligibility to use the service.

5. Platform Functionality and Accuracy

AutoCrash.ai provides advanced tools to support forensic experts in accident reconstruction and analysis. However, the results generated by the platform are intended to **support professional judgment** and should not be treated as definitive or legally binding conclusions. The outputs from the platform, including damage analysis and bodily injury estimates, offer insights based on the data provided but are not a replacement for expert evaluation.

It is essential that users understand the limitations of AutoCrash.ai's algorithms. While the platform delivers highly accurate results, the conclusions must always be interpreted in context with other professional assessments and investigative findings.

User Responsibility: The platform's functionality relies on the accuracy and completeness of the user-submitted data. AutoCrash.ai is not responsible for discrepancies caused by incorrect or incomplete data input. Users must review all outputs before applying them in any legal, regulatory, or technical proceedings.

Limitation of Use: The tools provided by AutoCrash.ai are designed to offer estimates and support decision-making, but users are solely responsible for validating the results. The outputs should always be used in combination with other forensic or technical evaluations to ensure comprehensive analysis.

6. Data Usage and Privacy

AutoCrash.ai is committed to protecting the privacy of its users and ensuring that data is handled in compliance with applicable privacy laws, including GDPR and other relevant regulations. By using the platform, you agree to the collection, processing, and use of data as outlined in our Privacy Policy.

Data Collection and Use: AutoCrash.ai collects and processes data provided by users to perform its forensic analysis and accident reconstruction functionalities. This includes accident data, images, and other details submitted by users for the platform's use.

Anonymization and Sharing: If you intend to share sensitive data with others through the platform, we strongly recommend using the anonymization features to protect

personal or sensitive information. Data shared without anonymization is the sole responsibility of the user, and AutoCrash.ai assumes no liability for the exposure of personal data shared without proper anonymization.

Data Security: AutoCrash.ai implements industry-standard security measures, including encryption and secure data storage, to protect user data from unauthorized access or breaches. Despite these precautions, no data transmission over the internet or storage system can be guaranteed as 100% secure. Users are encouraged to take their own precautions to protect sensitive information.

User Rights: In accordance with applicable privacy laws, you have the right to access, correct, delete, or request the transfer of your personal data. If you wish to exercise any of these rights, please contact us through the platform's support channels.

7. Intellectual Property

All content, technology, and intellectual property rights associated with the AutoCrash.ai platform, including but not limited to software, algorithms, designs, trademarks, logos, documentation, user interfaces, and the overall functionality (collectively referred to as the "IP"), are owned by **DataVision s.r.o.** or its licensors. These intellectual property rights are protected by international copyright, trademark, and trade secret laws, as well as other applicable laws governing intellectual property.

By using AutoCrash.ai, you acknowledge and agree that:

- You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the platform for your professional use as a forensic expert or accident reconstruction specialist. This license does not confer any ownership rights to the IP, and it is limited solely to the purposes of using the platform as described in these Terms of Use.

- You may not copy, reproduce, distribute, publish, display, modify, adapt, create derivative works from, or otherwise exploit any part of the platform or its underlying technology without explicit written permission from DataVision s.r.o. This includes, but is not limited to, reverse engineering, decompiling, or attempting to extract the source code of any portion of the platform.

- Any unauthorized use of the intellectual property of DataVision s.r.o. constitutes a violation of these Terms of Use and may result in immediate suspension or termination of your account. Additionally, DataVision s.r.o. reserves the right to take legal action to enforce its intellectual property rights and seek damages for any unauthorized use.

User Contributions: If you provide feedback, suggestions, or input on the functionality of the platform, you agree that such contributions become the sole property of DataVision s.r.o., and you waive any claim to compensation, royalties, or other financial interests.

Third-Party IP: AutoCrash.ai may use third-party software, data, or technologies as part of its functionalities. You agree to respect and comply with the terms of any third-party intellectual property incorporated within AutoCrash.ai. The license granted to you does not extend to any third-party software or tools that may be accessible through the platform.

No Trademark License: Nothing in these Terms of Use shall be construed as granting any rights to use the trademarks, logos, or branding of AutoCrash.ai or DataVision s.r.o., except as explicitly allowed by prior written consent.

Violation of IP Rights: Any violation of DataVision s.r.o.'s intellectual property rights may result in immediate legal action, including but not limited to injunctions, civil penalties, and claims for damages or profits.

DataVision s.r.o. reserves the right to update or modify its intellectual property and the platform's features at any time. You agree to comply with any updates to these terms, as they relate to intellectual property protection.

8. Limitations of Liability

AutoCrash.ai is designed to assist forensic experts in accident analysis, but it is not a substitute for professional judgment. By using the platform, you acknowledge that the outputs generated are intended solely for decision support, and DataVision s.r.o. and DataVision Italia Srl assume no liability for final decisions made based on these outputs.

Scope of Liability: To the fullest extent permitted by law, DataVision s.r.o., DataVision Italia Srl, and their affiliates disclaim all liability for any damages resulting from:

- Errors, omissions, or inaccuracies in the analysis or reports generated by the platform.

- Your reliance on the platform's outputs for legal, insurance, or professional purposes without independent validation.

- System downtimes, interruptions, or technical failures that prevent access to the platform.

- Loss of profits, business opportunities, or reputational damage resulting from the use of the platform.

Exclusion of Indirect and Consequential Damages In no event will DataVision s.r.o., DataVision Italia Srl, or their affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of revenue, loss of data, or business interruption, even if advised of the possibility of such damages. This exclusion applies regardless of the form of action, whether in contract, tort, negligence, or otherwise.

Limitation of Direct Liability: AutoCrash.ai's total liability for any claims arising from the use of the platform will be limited to the amount paid by the user for the platform's services in the twelve (12) months preceding the claim. In jurisdictions that do not allow limitations of liability for certain damages, AutoCrash.ai's liability will be limited to the maximum extent permitted by law.

Accuracy of Results: While AutoCrash.ai strives to provide accurate and reliable data analysis, the platform cannot guarantee the accuracy, completeness, or reliability of the results produced. The tools and algorithms rely on the quality and accuracy of user-provided data. Users must validate and review the outputs independently before relying on them in professional, legal, or regulatory proceedings. The platform's role is limited to providing estimates and insights, which may vary based on the input data.

Third-Party Services: AutoCrash.ai may integrate with or link to third-party services, such as data sources, tools, or other platforms. DataVision s.r.o. and DataVision Italia Srl disclaim any liability related to third-party content, products, or services. Your use of such third-party services is governed by the terms and conditions set by those providers, and AutoCrash.ai is not responsible for the accuracy, functionality, or availability of third-party systems.

Data Security and Breaches: Although AutoCrash.ai employs industry-standard security measures to protect data, no method of transmission over the internet or electronic storage is completely secure. AutoCrash.ai cannot guarantee the absolute security of user data. In the event of a data breach or unauthorized access, DataVision s.r.o. and DataVision Italia Srl will not be liable for any resulting damages, loss of data, or unauthorized use of user information.

Legal Compliance: AutoCrash.ai's features are designed to support compliance with applicable industry standards and regulations. However, it is the responsibility of the user to ensure that the results and reports generated by the platform meet local legal, regulatory, and professional standards. AutoCrash.ai cannot be held liable for any failure to comply with these standards.

9. Service Availability and Support

AutoCrash.ai aims to provide continuous access to the platform with minimal downtime. However, you acknowledge that the platform may occasionally be unavailable due to maintenance, upgrades, or unforeseen technical issues.

Uptime: While AutoCrash.ai strives for high availability, no service can guarantee 100% uptime. Planned maintenance will be scheduled during non-peak hours, and users will be notified in advance whenever possible. AutoCrash.ai is not responsible for any interruptions due to external factors beyond its control, including internet outages, third-party service disruptions, or force majeure events.

Support: AutoCrash.ai provides **basic technical support**, available remotely via email or the platform's support portal. This support is designed to assist with general platform usage, troubleshooting, and resolving technical issues. Support response times may vary based on the complexity of the issue.

For more complex issues or higher levels of support, additional service agreements may be required. AutoCrash.ai reserves the right to modify its support offerings at any time.

10. Modifications to the Service

AutoCrash.ai reserves the right to modify, update, or enhance the platform at any time to improve performance, security, or usability. However, for users who have paid for a **monthly or annual plan**, any modifications will **not limit** or reduce the features and services included in the plan during the paid period.

In the case of significant changes that may affect service availability, AutoCrash.ai will provide advance notice. Continued use of the platform after such modifications constitutes acceptance of the updated terms and features.

11. Termination

Users may terminate their subscription at any time by accessing their account settings on the AutoCrash.ai platform. Termination will take effect at the end of the current billing cycle (monthly or annual), and no further charges will be made. However, no refunds will be provided for any unused portion of a paid subscription.

AutoCrash.ai reserves the right to terminate or suspend accounts immediately if there is a violation of these Terms of Use, failure to pay for services, or engagement in unauthorized or illegal activities.

12. Force Majeure

AutoCrash.ai shall not be held liable for any failure to perform its obligations under these Terms of Use due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, wars, terrorism, labor strikes, internet service provider failures, or other force majeure events. In such cases, AutoCrash.ai will make reasonable efforts to resume services as soon as possible, but users acknowledge that some disruptions may be unavoidable.

13. Entire Agreement

These Terms of Use, along with any other legal agreements expressly referenced herein, constitute the entire agreement between you and AutoCrash.ai (operated by DataVision s.r.o. and sold by DataVision Italia Srl) concerning your use of the platform. This agreement supersedes all prior or contemporaneous communications, agreements, or understandings, whether oral or written, regarding the platform.

14. Severability

If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect. The unenforceable portion shall be construed in a manner consistent with applicable law to reflect the original intent of the parties.

15. Dispute Resolution

Any disputes arising from or related to these Terms of Use or your use of the AutoCrash.ai platform shall be governed by the laws of Italy. In the event of a dispute, the parties agree to first attempt to resolve the matter through good-faith negotiations.

If a resolution cannot be reached, the dispute shall be submitted to the exclusive jurisdiction of the courts of Milan, Italy.

16. Contact Information

If you have any questions, concerns, or inquiries regarding these Terms of Use or the AutoCrash.ai platform, please contact us at:

Email: support@autocrash.ai
Address: DataVision Italia Srl, Via Caduta di Amola 31, Bologna, Italy.
Support Portal: Available through the AutoCrash.ai platform.

We aim to respond to all inquiries within two business days.

17. Validity

These Terms of Use shall become effective upon your acceptance of them during the registration process and remain in effect for as long as you use the AutoCrash.ai platform. AutoCrash.ai reserves the right to update or modify these terms at any time, with such changes taking effect once published on the platform. Your continued use of the platform following any updates constitutes acceptance of the revised terms.

If you do not agree with the changes, you must stop using the platform immediately.