

## **TERMS OF SERVICE FOR CENTER.AI SUBSCRIPTION-BASED SERVICES**

Center.ai is a modern company committed to providing the highest standard of services. These Terms of Service (hereinafter referred to as "Terms") outline the conditions for using our services by businesses, professionals, or statutory organizations directly related to their operations. **Our services are not intended for consumers.** Before using the Service in any form, please review these Terms carefully.

These Terms are written with you in mind, aiming for clarity and transparency. To enhance readability, we have structured the Terms into sections, each accompanied by additional commentary. However, the division is purely intuitive, and no part of these Terms should be interpreted in isolation from the others.

If you have any questions or concerns, feel free to contact us using one of the following methods:

- Phone: **+48 534 007 982**
- Email: **contact@center.ai**
- Mailing address: CENTER.AI sp. z o.o., ul. Słowackiego 45/2, 61-521 Poznań, Polska

### **I. Definitions for Clarity**

1. To maintain clarity, we have included several definitions within these Terms:

Pricing	The Program is paid, and the principles of remuneration as well as the price list for individual service packages (so-called Plans) are specified in the Price List, which you can find <a href="#">here</a> . The Price List complements the Terms of Service and is an integral part of the Agreement concluded between you and us.
Center.ai	That's us; a company operating under the name CENTER.AI spółka z ograniczoną odpowiedzialnością (limited liability company) based in Poznań, registered in the District Court Poznań - Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, KRS number: 0000535162.
Documentation	After logging into the Service, you can download all files we make available, which, for simplicity, we refer to as Documentation. These include various reports you can generate from the Program and materials we provide to help you use the Program effectively.
Personal Data	Any personal data of third parties (primarily your Clients), as defined in accordance with GDPR, that you process through the Program or generate in it while using our Service.
Google Maps	An online platform accessible at <a href="http://www.google.com/maps">www.google.com/maps</a> . Having at least one Business Listing for your organization on this platform is a prerequisite for using the Program.
Clients	These are Internet users interacting with your Listings on Google Maps (or with your profiles on other platforms that you also manage via the Program). You can analyze and respond to Clients' reviews using the Program. The term "Client" is used in the Terms of Service in a simplified manner since not every user interacting with your Listing is necessarily someone who has used your products or services.
Main Account	This account belongs solely to you. Once you register in the Service, an individual profile will be created for you, enabling you to access the functionalities and resources of the Program.

Additional Accounts	As the owner of the Main Account, you can create additional accounts in the Program, whose permissions you can manage. Additional Accounts can be used by your organization's employees or other individuals to whom you grant access to the Program.
Billing Period	The period of Service provision selected by you, for which payments are made cyclically—monthly or annually. The billing period always ends on the day that corresponds by name or date to the day the Agreement was initially concluded, and if such a day does not exist in a given month, on the last day of that month (e.g., if the Agreement was concluded on January 15, the first monthly billing period ends on February 15. If the Agreement was concluded on January 30, the first monthly billing period ends on February 28. If an annual Agreement was concluded on February 29, 2024, the annual billing period ends on February 28, 2025).
Trial Period	Before deciding to use the Program on a paid basis, you can test its functionality for free for 14 days. During the Trial Period, you can test all the Program's functionalities available under the Standard Plan.
Plan	When opting for the paid version of the Program, you choose the range of functionalities, the scope of other Services, and the billing period (monthly or annual) you wish to use. The configuration of Services you select is referred to as the "Plan." The cost of using a Plan also depends on the number of Listings you have and how many Additional Accounts you want to use.
Privacy Policy	We place the utmost importance on protecting your privacy. That's why we created the Privacy Policy—a set of rules governing how we process your personal data. If you'd like to review the Privacy Policy, click <a href="#">here</a> .
Program	This is an online software program available under the domain <a href="https://app.center.ai">app.center.ai</a> , operating in the Software as a Service (SaaS) model (you don't need to install it on your computer). The Program allows you to manage Listings and respond to Clients' reviews on Google Maps, as well as use other functionalities described in detail <a href="#">here</a> .
Report	Want to know how many times your Listing was viewed or how many potential clients visited your website, made a call to your location, or mapped directions? Reports allow you to view the statistics of your activities on Google Maps.
Terms of Service	This is the document you're currently reading. It specifies the terms and conditions for using the Service and the Program.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons regarding the processing of personal data and the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation—published in the <a href="#">EU Official Journal</a> ).
Platform	Through it, you log in to your Account and use the Program. It is a website accessible at <a href="https://app.center.ai">https://app.center.ai</a> .
Content	All textual, graphic, and audiovisual elements you upload to Google Maps via the Program. You bear sole responsibility for ensuring their compliance with the law.

Agreement	<p>The Agreement for paid or free use of the Program is concluded with us by accepting these Terms of Service. If you do not wish to pay for using the Program through recurring credit card payments (payment automatically collected monthly in advance), you can choose to pay via a quick bank transfer based on an invoice that we will send you monthly along with a payment link.</p> <p>If you previously used the Trial Period, you have 30 days after its conclusion to enter into a paid Agreement for using the Program. If you fail to do so, your Account, along with all its data, will be deleted by us.</p>
Services	<p>The totality of services available through the Service, which you configure (within the available Plans) when entering into the Agreement. Our main services include: Program functionalities, support services (e.g., phone contact with Customer Service, training, tutorials), and integration of the Program with other IT systems (including access to the API).</p>
Copyright Law	<p>The Polish Copyright and Related Rights Act of February 4, 1994 (consolidated text: Journal of Laws of 2022, item 2509, as amended).</p>
Business Listing	<p>Each profile of your organization created in Google Maps (i.e., a description of the place where you conduct your activity) is referred to as a "Business Listing." If you operate in multiple locations, you can create multiple Business Listings—each describing one location. The Program is designed for centralized management of Business Listings in Google Maps.</p>

2. If not otherwise stated in the Terms of Service, the capitalized terms listed above will always have the same meaning.

## **II. What is the Program, and how is it used?**

3. Center.AI, through the Platform, provides SaaS services designed for marketing purposes, primarily enabling professional users of the Google Maps platform to use it more effectively. These services are delivered through access to the functionalities of the Program and the provision of additional support services.
4. The Program is intended for business users of Google Maps, i.e., entities using this platform directly in connection with their business, professional, or statutory activities, particularly for promoting their business, acquiring customers, and maintaining customer relationships. The Program is not intended for consumers.
5. Through the Program, you can access the following functionalities:
  - (i) creating Additional Accounts and managing permissions for these accounts within the Platform,
  - (ii) updating and editing information in Business Listings on Google Maps,
  - (iii) protecting Business Listings,
  - (iv) adding photos to Business Listings,
  - (v) posting marketing publications (e.g., posts, offers) in Business Listings,
  - (vi) responding to customer reviews on Business Listings, including using templates and AI,
  - (vii) monitoring the quality of your Business Listings,
  - (viii) monitoring the number of ratings and the average rating of your Business Listings,
  - (ix) tracking the ranking of your Business Listings in Google Maps search results,
  - (x) comparing the position of your Business Listings with those of competitors,
  - (xi) analyzing data from customer reviews on Business Listings, including categorization and sentiment analysis,
  - (xii) analyzing other data related to Business Listings (e.g., number of searches by type, number of views in Google Maps and Search, user actions such as website visits, route

- requests, or calls),  
(xiii) generating reports from the Program,  
and accessing other functionalities made available by Center.AI, depending on your selected Plan.
6. As part of the Agreement, we also provide additional services included in the selected Plan, such as support services and/or integration services. The detailed scope of Services for each Plan can be found in the [Pricing](#).
  7. By accepting the Terms of Service and making the first payment for your chosen billing period, you enter into an Agreement with Center.AI for the paid use of the Program. Under this Agreement, we grant you a paid, non-exclusive license to use the Program on one workstation and with one individual login (email address) at a time. You can create Additional Accounts under your Main Account for multiple users, but you are solely responsible for how your Account is used, including any actions that violate the Agreement or Terms of Service. Under the Agreement, you may use the Program and the Documentation downloaded from the Platform exclusively for your own purposes (including commercial purposes).
  8. Your license allows you to use the Program as a SaaS (Software as a Service) product, with the functionalities provided through the Platform. However, you may not:
    - (i) Permanently or temporarily reproduce the Program in whole or in part by any means or in any form,
    - (ii) Translate, adapt, rearrange, or make any other changes to the Program,
    - (iii) Create a backup copy of the Program,
    - (iv) Reproduce or reverse-engineer its code as defined in Article 74(4)(1) and (2) of the Copyright Act.The granted license enables seamless management of your Business Listings and access to other functionalities of the Program.
  9. The license and your rights to use the Platform, Documentation, and Program terminate upon the expiration or termination of the Agreement.

### **III. Registration – We’ve all been there**

10. To use the Program, you need to create an email account or use an existing one.
11. To register and use the Platform and Program, you also need a device with an Internet connection. The device must have a web browser that accepts cookies and has JavaScript enabled. The Program works only with browsers we support: Chrome (version 75 and above), Firefox (version 67 and above), Internet Explorer (version 11 and above), and Safari (version 13 and above).
12. Once you have an email account and a compatible device, the next step is registration. Without registration, you cannot access any of the Program's functionalities. The registration form is available at <https://app.center.ai/session/select-account-type>. You will be asked to provide your:
  - (i) full name,
  - (ii) email address,
  - (iii) phone number.To create a Main Account, you will also need to provide full organizational details (for invoicing purposes).  
Additionally, you must set and [confirm](#) a password. We recommend that your password meets high-security standards, with at least 8 characters, varied letters, and numbers or special characters. The Program will verify your password and suggest whether it meets the required criteria.
13. Remember, the Program is Internet-based, so all communications and documents related to the Platform and Program will be sent to you electronically. If you wish to stay updated about new Program features or trends in Google Maps, don't forget to opt-in for marketing communications from Center.AI.

14. Registration is completed when you click "Create Account" or a similar button, fill out the registration form, and confirm the details. Your Main Account will then be created. Details about using your Account can be found in these Terms of Service.
15. Your email address serves as your login for the Program. You can request to change your login by contacting Customer Support at any time.
16. Certain Services may require additional data or permissions, such as granting us access to your Google account data.

#### **IV. Payments**

17. Except for the Trial Period, the use of the Program is paid. All details are in the [Pricing](#), which forms an integral part of the Terms of Service.
18. When entering into the Agreement, you can select either a monthly or annual billing period. With a monthly subscription, the Agreement is concluded for an indefinite period (flexible plan) with an obligation to pay in advance for each month of Program use. With an annual subscription, you pay for 12 months upfront, and your subscription will renew automatically for the next year after the end of the annual Billing Period.
19. You can choose between:
  - Recurring payments – automatically charged to your credit card,
  - Quick bank transfers – where you will receive an invoice with a payment link at the beginning of each Billing Period.

#### **V. Trial Period**

20. Before deciding on a paid subscription, you can test the Program for free for 14 days. By default, when you create a Main Account, it is a test account for the first 14 days. During this period, the Agreement is for free services under the most basic Plan.
21. After the Trial Period ends, you will have 30 days to choose a paid Plan and make your first payment. If you fail to do so, your Account, along with all its data, will be deleted.
22. If you upgrade to a paid Plan after the Trial Period, all data (including reports and analytics) from your test account will be transferred to your paid account.

#### **VI. When using the Program and Platform, you declare and agree to the following:**

23. You bear full responsibility for all Content you publish on Google Maps via your Main Account and Additional Accounts. This includes posts, offers, replies to reviews, and other information linked to Business Listings. Remember, you're also responsible for all actions of the individuals for whom you create Additional Accounts.
24. You will comply with [Google's Terms of Service](#) when using the Program and Google Maps.
25. You will not use other people's accounts or share your Account with unauthorized individuals. Additional Accounts should only be shared with individuals you explicitly authorize to use the Program.
26. You will not sell or transfer your Account to other entities under any circumstances.
27. You will not use the Account, Platform, Program, or Documentation for purposes beyond those outlined in the Agreement.
28. You agree to protect Center.AI's intellectual property and trade secrets.
29. You acknowledge, accept, and will abide by the Terms of Service, as well as any applicable legal regulations related to the use of the Program and Platform.
30. You will maintain the confidentiality of any information obtained through the Agreement, particularly its terms, unless Center.AI makes such information publicly available.

31. You will inform Center.AI of any changes to your contact email address within 7 days of the change. Updates can be made in the appropriate section of your Program Account. However, changing the contact email is not the same as changing your login; to change your login, contact Customer Support.
32. You will cooperate with Center.AI regarding any complaints filed by Clients or third parties if such complaints relate to your use of the Program or Google Maps.
33. All data you provide during registration and while using the Program is accurate and truthful.
34. The import of any Personal Data, Content, or other information into the Program complies with applicable laws and does not infringe on the rights of any individuals or entities.
35. You act as the Data Controller for any Personal Data processed in the Program under the GDPR definition or, if applicable, as a Data Processor based on a separate agreement.
36. Content you import into the Program must not violate any laws or the rights of third parties.

**VII. Center.AI ensures the following:**

37. We will maintain the confidentiality of all information you input or generate in the Program unless you choose to make it public, e.g., by posting on Google Maps.
38. If you agree, we will notify you about new features and services related to the Platform or Program. To receive such notifications, you must opt-in for marketing communications in accordance with Section 13 of the Terms of Service.

**VIII. Confidentiality – Protecting Shared Secrets**

39. We operate as a connected system. Both you and we are responsible for safeguarding the shared information. By entering into the Agreement, you commit, alongside us, to protecting the security of all information exchanged between us.
40. Your compliance with the Privacy Policy is not absolute. If you are obligated to disclose any information under applicable laws, you must adhere to those requirements.
41. With prior written or email consent, you may permit us to use parts of the data on your Program activities, particularly in the form of statistical data or as case studies, at industry events, conferences, in industry publications, academic research, or in our portfolio. Remember, whenever we ask, "no" is always an acceptable answer.
42. We are continuously working on improving the Platform, Program, and enhancing the efficiency of its functionalities. By accepting the Terms of Service, you agree that we may use statistical data on your Program activities and their effectiveness for analytical purposes and to publish the results of such analyses at industry events, conferences, in industry publications, academic research, or in our portfolio. We guarantee that this data will be used in a way that ensures neither you nor your Clients can be identified.

- IX.** If you are satisfied with our services, let us share that with others. We may ask you whether you consent to us publicly announcing our cooperation with you, including by placing your company logo on our website. Remember, whenever we ask, "no" is always an acceptable answer.

**X. Personal Data Processing**

43. When you use the Program and Platform, we process your personal data and that of your organization's employees (if you have authorized them to use the Program).
44. You can find all relevant details in our [Privacy Policy](#).

**XI. Rules for Proper Use of the Program**

45. Proper use of the Program ensures high standards and efficiency for all our clients. Therefore, certain client activities in the Program may be deemed abuse. This is consistent with Polish law, which states that one cannot exercise their rights in a way that is contrary to the socio-economic purpose of those rights or societal norms.
46. We have defined certain abuse parameters to ensure that excessive use of some features by one client does not negatively affect others. Abuse specifically refers to situations where a client uses the Program in a manner exceeding standard usage, leading to a significant strain on our systems, which in turn negatively impacts other clients. In such cases, we will notify the client and provide guidelines on appropriate use.
47. If the client continues to use the Program excessively, we reserve the right to suspend or block their Account. Each case will be reviewed individually. In such cases, the client is not entitled to a refund for any amounts paid to us.

## **XII. Account Suspension**

48. We may temporarily suspend your Account in the following cases:
  - (i) You violate (or there are reasonable grounds to suspect you have violated) the Terms of Service, Google's Terms of Service, applicable laws, or societal norms. In such cases, the suspension will be lifted once necessary explanations are provided. However, we may maintain the suspension if we determine it is required for Program security or other justified reasons, particularly if required by law or a relevant state authority (e.g., the police, the Personal Data Protection Office). In such cases, we may also terminate the Agreement immediately in accordance with point 52(i) of the Terms of Service.
  - (ii) You breach the proper use guidelines outlined in points 46-48 of the Terms of Service.
  - (iii) You fail to settle payment obligations for at least 15 (fifteen) days from the due date.

## **XIII. Termination of the Agreement**

49. You may terminate the Agreement at any time with prior notice, effective at the end of the billing period you selected when entering into the Agreement. To terminate, send us an email or write to the address provided at the beginning of the Terms of Service.
50. If you chose a monthly subscription, termination will be effective at the end of the monthly Billing Period in which we receive your termination notice. If you chose an annual subscription, termination will take effect at the end of the prepaid annual period. During the Trial Period, you may terminate the Agreement at any time without prior notice.
51. We may terminate an open-ended Agreement at any time by sending you a written or email termination notice. For monthly subscriptions, termination is effective at the end of the calendar month following the month in which the termination notice was sent. For annual subscriptions, we will notify you of termination at least one month before the end of the annual Billing Period.
52. We may also terminate the Agreement with immediate effect in the following cases:
  - (i) You violate the Terms of Service or Google's Terms of Service.
  - (ii) You breach applicable laws.
  - (iii) You fail to pay for the Program for at least 15 (fifteen) days from the due date.
  - (iv) You request the deletion of your personal data in full or in such a way that prevents us from fulfilling the Agreement, or you object to its processing.
53. In cases where the Agreement is terminated under points 52(i), (ii), or (iv), prepaid amounts will be refunded proportionally for the unused period.
54. Remember, upon termination of the Agreement, you should secure any data and Content from the Program within 30 (thirty) days from the termination date. After this period, we will delete your databases and imported Content without further notice.

## **XIV. Account Deletion**

55. Given the need to ensure the highest standards of personal data protection for your Clients, the Program allows you to delete your Account along with all data stored in it, including Content, reports, and drafts of unpublished Content.
56. If you wish to delete your Account, contact our Customer Support.

57. Center.AI is entitled to delete your Account if:
  - (i) The Agreement has expired or been terminated, subject to point 59 of the Terms of Service.
  - (ii) You have not logged into your Account for 12 consecutive months.
58. Rest assured, we will not delete your Account without prior notice. Before the planned deletion date, we will send you an appropriate message informing you of the deletion.

#### **XV. Additional Services**

59. Center.AI can, upon your request and for an additional fee agreed upon, prepare custom reports. These reports may include summaries of data related to your Business Listings, Clients, or other information relevant to your use of Google Maps.
60. If none of the available Plans meet your needs, we can prepare a custom offer (so-called enterprise plan), where the scope of services provided and their pricing are determined individually.

#### **XVI. Changes**

61. We may, at any time:
  - (i) Amend the Terms of Service or Pricing List,
  - (ii) Introduce new fees for using additional services offered in the Platform or Program.
62. We will notify you of any changes to the Terms of Service or Pricing List at least fourteen (14) days in advance by sending an email to the address provided during registration or informing you upon logging into the Program.
63. Changes to the Terms of Service take effect:
  - (i) On the date indicated in the updated Terms of Service – for new Agreements,
  - (ii) From the next Billing Period – for existing Agreements.
64. You can change your Plan at any time by contacting Customer Support. If you upgrade to a higher Plan, the new Plan will take effect the next business day after the appropriate higher payment is made. If you downgrade to a lower Plan, the change will be effective from the next Billing Period.

#### **XVII. Liability**

65. The Program is just a tool that you use. Therefore, you accept that we are not responsible for damages caused by:
  - (i) Malfunctions of other systems independent of us,
  - (ii) Your failure to comply with the Terms of Service,
  - (iii) Third-party interference where access to your Account was obtained through your actions or under circumstances beyond our control.
66. We are also not responsible for losses, including lost profits, data loss, delays in delivery, or interruptions in the Program's operation or service provision, unless caused solely by our fault. Additionally, we are not responsible for the illegal or unethical use of the Program.
67. Nie ponosimy odpowiedzialności za niezgodne z prawem i dobrymi praktykami wykorzystanie Programu;
68. Our liability towards you is limited to a maximum of three average monthly fees paid by you to Center.AI for the provision of services during the 12 months preceding the damage.
69. You bear sole responsibility, including towards us, for imported databases and Content.

#### **XVIII. Complaints**

70. You may submit complaints regarding the services we provide via:
  - (i) Email: [support@center.ai](mailto:support@center.ai),
  - (ii) The form available within your Account,
  - (iii) In writing to our registered office address.



71. A complaint should include:
  - (i) Your contact email address,
  - (ii) A brief description of the issue,
  - (iii) (Optional) Your preferred resolution to the complaint.
72. We will process your complaint within 14 days of receipt and inform you of the outcome via the contact details provided.

**XIX. Final Provisions**

73. We strive for perfection in what we do. With you in mind, we are constantly developing the Platform and Program. Therefore, we may launch new versions of the services we provide at any time.
74. Our communications directed to you will be sent to the contact details provided during registration:
  - (i) Your email address, or
  - (ii) Your correspondence address.
75. Any matters not regulated in the Terms of Service are subject to the provisions of applicable Polish law.
76. The court with jurisdiction to resolve disputes between us is the court competent for Center.AI's registered office.
77. The Terms of Service in this version come into effect on November 14, 2024, for Agreements concluded from that date onward (inclusive).