

## **Terms of Use for AI-Based Systems of shopware AG**

shopware AG (“shopware”) provides various assistant features via its platforms which generate content based on user input through automated processes. These features are collectively referred to as “AI Systems” and are provided exclusively under these Terms of Use.

### **1. Scope of Application and Permissible Use**

#### 1.1

These Terms of Use apply to all AI Systems made available by shopware. By using our AI Systems, you agree to be bound by these Terms.

#### 1.2

Use of the AI Systems is prohibited in the following cases:

- for the input or processing of the user’s own personal data, unless Section 3 (“Special Provisions for Individual AI Systems”) provides otherwise by way of exception;
- to input or process personal data of third parties;
- to create or disseminate unlawful content (e.g. content that is glorifying violence, discriminatory, or pornographic);
- to input content that infringes third-party rights, especially copyrights, trademark rights or personality rights;
- to attempt unauthorized access to systems or data;
- to distribute malware or spam;
- to manipulate or technically interfere with the functionality of the AI Systems, in particular through automated access (e.g. scripts, bots), reverse engineering or circumvention of security mechanisms;
- to use the AI Systems for other unlawful, harmful or ethically questionable purposes.

#### 1.3

Input transmitted via the AI Systems is not considered confidential. Customers should refrain from submitting sensitive or business-critical information.

### **2. Liability**

Use of the AI Systems is at your own risk. The systems rely on their own data sources as well as on models provided by third-party providers, the training data and behavior of which shopware cannot influence.

The content generated by the AI Systems is based on automated procedures and may contain errors. It is intended solely to offer orientation and assist in identifying possible courses of action. It may be used as an initial point of reference and support in the use of shopware products and services.

This content does not constitute official shopware communication, such as statements made on the website, in the product documentation or other official publications, nor does it constitute statements by shopware staff. It is not legally binding and does not replace manual review or

professional evaluation. It should therefore not be used as the sole basis for decision-making or action without further qualified assessment.

Subject to the provisions in Section 12 of the General Terms and Conditions, shopware assumes no liability for the accuracy, completeness or timeliness of the content provided by the AI Systems, nor for any actions taken or omitted by customers based on such content.

### **3. Special Provisions for Individual AI Systems**

#### 3.1 Chatbots

Chatbots may be used to input or process the user's own personal data to the extent that such data are expressly requested. In particular, the input of personal data of third parties is strictly prohibited at all times.

*Version: 2025-08-25*