

# <magiccap/>: Terms and Conditions

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## 1 Introduction and Acceptance of Terms

These Terms and Conditions (hereinafter referred to as “Terms”) govern your access to and use of the <magiccap/> application (hereinafter referred to as the “Application”), accessible at <https://magiccap.aimachine.io>, provided by The AI Machine UG (hereinafter referred to as “We”, “Us”, or “Our”).

By accessing or using the Application, you signify that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you must not access or use the Application.

**Please read these Terms carefully. The Application is provided strictly for technological illustration and demonstration purposes only. It is not intended for production, commercial, critical, or any other form of real-world application where reliability, security guarantees, or data integrity are essential.**

## 2 Description of Service

The Application, <magiccap/>, is a peer-to-peer (P2P) chat application featuring end-to-end encryption. It is designed to demonstrate certain technological principles of private communication. The Application facilitates direct communication between users without relying on central servers for message storage or relay, beyond initial signaling for connection establishment.

As a demonstration tool, its features, functionality, and availability may be limited, changed, or discontinued at any time without notice and without liability to you.

## 3 User Responsibilities

You agree to the following:

- You are solely responsible for your conduct while using the Application and for any consequences thereof.
- You are responsible for maintaining the security of your own device, network environment, and any software (such as VPNs) you use in conjunction with the Application.
- You are responsible for the secure management and exchange of your User Handles (PeerJS IDs) used within the Application.
- **You are solely responsible for creating, managing, and securely sharing any "Shared Secret" used to create a private session. The confidentiality and integrity of a session protected by a Shared Secret depends entirely on your ability to keep that secret confidential.**
- You will use the Application in compliance with all applicable local, state, national, and international laws, rules, and regulations.
- You acknowledge and accept that the Application is provided for technological demonstration and illustrative purposes only and is not suitable for any purpose requiring guaranteed performance, security, or availability.
- You will not use the Application for any unlawful, malicious, or harmful activities.

## 4 Privacy and Data Handling

The Application is designed with user privacy in mind. Key aspects include:

- **End-to-End Encryption:** Messages are encrypted on the sender’s device and decrypted on the recipient’s device. This E2EE layer is established only after a successful authentication handshake if a Shared Secret is used.
- **Peer-to-Peer Communication:** Messages are generally exchanged directly between users’ devices.
- **No Central Message Storage by Us:** The Application does not store your chat messages on Our servers. Messages exist ephemerally within the users’ browsers during an active session.
- **No Application-Level Logging by Us:** The Application is intended not to log chat content or sensitive user metadata on Our systems.
- **Local Storage:** The Application uses your browser’s `sessionStorage` to store your User Handle for the duration of an active session. This data is cleared when the session ends.

You are responsible for the privacy and security of any information you choose to transmit through the Application. Due to the P2P nature, once information is sent, its control passes to the recipient(s).

## 5 Intellectual Property Rights

The Application and its original content (excluding any user-generated content or third-party components), features, and functionality are and will remain the exclusive property of The AI Machine UG and its licensors. The Application is protected by copyright, trademark, and other laws of Germany and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without Our prior written consent.

Subject to your compliance with these Terms, We grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Application solely for its intended purpose as a technological illustration and demonstration tool.

## 6 Disclaimers of Warranties

*THE APPLICATION <magiccap/> IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, COMPLETENESS, OR AVAILABILITY.*

*The AI Machine UG EXPRESSLY DISCLAIMS ALL WARRANTIES. YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED FOR TECHNOLOGICAL ILLUSTRATION AND DEMONSTRATION PURPOSES ONLY AND IS NOT INTENDED FOR PRODUCTION, COMMERCIAL, CRITICAL, OR RELIANCE-BASED USE.*

*WE MAKE NO WARRANTY OR REPRESENTATION THAT THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE APPLICATION, OR THAT*

THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE APPLICATION WILL MEET YOUR EXPECTATIONS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE APPLICATION SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

## 7 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL The AI Machine UG, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE APPLICATION <magiccap/>, OR ANY CONTENT OR SERVICES ACCESSED THROUGH THE APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS, CAUSES OF ACTION, OR DISPUTES ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE APPLICATION OR OTHERWISE ARISING OUT OF THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT, IF ANY, PAID BY YOU TO US FOR ACCESS TO OR USE OF THE APPLICATION DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR (B) ONE EURO (EUR 1.00).

THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US AND APPLIES NOTWITHSTANDING THE DEMONSTRATION NATURE OF THE APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT WE WOULD NOT BE ABLE TO PROVIDE THE APPLICATION ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT SUCH LIMITATIONS.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

## 8 Third-Party Services and Dependencies

The Application relies on or integrates with third-party services and infrastructure, such as the PeerJS signaling servers and STUN/TURN servers for establishing peer-to-peer connections. Your use of such third-party services may be subject to their respective terms and conditions and privacy policies. We are not responsible for, and disclaim all liability for, the functionality, availability, security, or any other aspect of such third-party services or any damages they may cause. The core client-side library for peer-to-peer functionality is now embedded within the Application, removing a dependency on third-party Content Delivery Networks (CDNs).

## 9 Modification of Terms

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide notice prior to any new terms taking effect, for example, by posting a notice on the Application's website. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Application after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the Application. Given the demonstration nature of the Application, such modifications may be infrequent or primarily for clarification.

## 10 Termination

You may terminate these Terms at any time by ceasing all use of the Application.

We may, in Our sole discretion, suspend or terminate your access to or use of the Application, or discontinue the Application service in whole or in part, at any time, with or without notice, for any reason or no reason, including but not limited to your breach of these Terms. Upon any termination, discontinuation, or cancellation, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## 11 Governing Law and Jurisdiction

These Terms shall be governed and construed in accordance with the laws of Germany, without regard to its conflict of law provisions.

You agree that any legal action or proceeding arising out of or related to these Terms or your use of the Application shall be brought exclusively in the competent courts located in Saarbrücken, Germany. You hereby consent to the personal jurisdiction and venue of such courts.

## 12 Miscellaneous

- **Entire Agreement:** These Terms constitute the entire agreement between you and The AI Machine UG regarding your use of the Application and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.
- **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.
- **Waiver:** No waiver by The AI Machine UG of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of The AI Machine UG to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- **Assignment:** You may not assign or transfer any of your rights or obligations under these Terms without Our prior written consent. We may assign Our rights and obligations under these Terms without restriction.
- **Headings:** The section headings used herein are for convenience only and shall not be given any legal import.

## **13 Contact Information**

If you have any questions about these Terms, please contact Us at: The AI Machine UG, D-66333 Völklingen, Germany, hilpisch@gmail.com.

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