

Terms of Use - warmwind OS

Welcome to warmwind OS. Warmwind AG, Löbstedter Straße 49a, 07749 Jena ("Warmwind"), develops the cloud-based AI operating system "warmwind OS", which, as an AI-native operating system, enables the use of compatible applications and digital tools through integrated artificial intelligence. The system can take over complex and recurring workflows by – similar to a digital employee – visually operating applications, performing click and input actions, processing information, and making decisions. Users can demonstrate work processes once; warmwind OS then autonomously reproduces them, coordinates the use of supported applications, monitors execution, and dynamically adapts workflows to new requirements.

Scope of these Terms of Use

These Terms of Use govern the rights and obligations of Warmwind, the customer, and the user in connection with the use of warmwind OS. In particular, these Terms of Use specify the customer's conduct obligations and duties arising from the General Terms and Conditions agreed with Warmwind and incorporated into the contract in connection with the use of warmwind OS. Deviating contractual terms or terms of use between the customer, the user and Warmwind do not apply, even if Warmwind does not expressly object to them in individual cases.

Prerequisite for use

Use of warmwind OS by a customer or by an employee or corporate body of a customer ("User") requires an existing contractual relationship between the customer and Warmwind under which the customer and/or the User are authorized to use warmwind OS. The User is bound vis-à-vis Warmwind by the provisions contractually agreed with the customer regarding the provision and use of warmwind OS. For using warmwind OS, the current version of the Google Chrome web browser is recommended.

Role of Warmwind

Warmwind's services are governed by the contractual relationship between the customer and Warmwind and are limited to providing warmwind OS and the computing resources required for it on a server operated by a suitable service provider engaged by Warmwind. Warmwind is not involved, directly or indirectly, in any actions triggered or prepared through the use of warmwind OS (e.g., business decisions, payments, conclusion of contracts). Such actions are carried out solely under the responsibility of the respective customer or User.

Restrictions on the use of warmwind OS

warmwind OS must not be used to:

- Impair the provision and security of warmwind OS. In particular, the customer and/or User is prohibited from accessing areas of warmwind OS or underlying technical systems that are clearly not intended for the customer or User; using robots, spiders, scrapers or comparable tools for data collection or extraction; using programs, algorithms or methods to search, access, obtain, copy or monitor warmwind OS outside of any interface implemented by Warmwind; knowingly transmitting data containing viruses or other harmful components or otherwise interfering with the proper functioning of warmwind OS; testing, scanning or investigating the vulnerability of warmwind OS (e.g., by conducting or commissioning penetration tests); or intentionally using devices, software or routines that disrupt the functions or usability of warmwind OS, generate excessive load, interfere harmfully, fraudulently intercept or take over data or processes.
- Violate applicable laws or engage in illegal activities. This includes, in particular, using warmwind OS to acquire or exchange illegal or controlled substances, to participate in or promote human trafficking, to infringe or unlawfully misappropriate intellectual property rights, or to commit other violations of applicable laws or regulations.

- Interfere with computers or network systems. This includes, in particular, using warmwind OS to identify or exploit vulnerabilities without authorization of the system owner; to gain unauthorized access to systems, networks, applications or devices by means of technical attacks or social engineering; to develop or distribute malware; to create or control tools for denial-of-service attacks or botnets; to intercept communications without consent; or to bypass security controls.
- Incite violence or hateful conduct. This includes, in particular, using warmwind OS to promote or support terrorism, violent extremism or hateful conduct; to provide material support to such groups or persons; to promote violence or intimidation against persons, groups, animals or property; or to promote discriminatory practices based on protected characteristics such as race, religion, origin, gender or sexual orientation.
- Violate privacy or identity rights. This includes, in particular, using warmwind OS to process or disclose personal data without a legal basis; to unlawfully access private information such as contact data or health data; to perform remote biometric identification or to categorize natural persons based on sensitive characteristics; to perform emotion recognition; or to use outputs in a way that misleads a natural person into believing they are communicating with a human.
- Endanger the safety of children. This includes, in particular, using warmwind OS to create, distribute or promote child sexual abuse material; to facilitate human trafficking or sexual extortion of minors; to groom minors, including through deceptive representations; or to promote any form of child abuse or facilitate pedophilic relationships.
- Create psychologically or physically harmful content. This includes, in particular, using warmwind OS to promote, glorify or trivialize suicide, self-harm or eating disorders; to promote unhealthy body images; to shame, humiliate, harass or bully; to create or distribute depictions of animal cruelty or abuse; or to promote or depict explicit violence, including sexual violence.
- Spread misinformation or deception. This includes, in particular, using warmwind OS to create or distribute misleading information about persons, organizations, laws or institutions; to spread conspiracy narratives; to create fake identities or documents; to falsely attribute content; to provide false information in sensitive areas such as medicine, science, finance or law; or to carry out fraudulent activities such as spam, phishing or pyramid schemes.
- Develop or construct weapons or dangerous materials. This includes, in particular, using warmwind OS to manufacture, modify, design or illegally procure weapons, explosives or hazardous materials; to carry out weaponization or delivery processes; or to circumvent regulatory controls to acquire weapons or precursors.
- Create risk profiles or assessments in the area of law enforcement or the judiciary. This includes, in particular, using warmwind OS as a lie detector or similar instrument; to assess the reliability of evidence; to assess the risk of reoffending or the likelihood of becoming a victim of a crime; to profile natural persons in the context of law enforcement; to support asylum, visa or border procedures; to identify persons; or to support judicial or administrative authorities in determining or applying legal rules to specific facts.
- Influence democratic processes and elections. This includes, in particular, using warmwind OS to influence the voting behavior of natural persons; to manipulate the result of an election or referendum; to create or distribute misleading political content; to generate synthetic media of political figures; or to conduct election advertising or campaigns that conceal their artificial origin.
- Promote fraudulent, abusive or exploitative practices. This includes, in particular, using warmwind OS to produce or distribute counterfeit goods or documents; to create or market fraudulent products; to exploit vulnerable persons through abusive financial products or collection practices; to create or market manipulative products or services designed to deceive or unfairly influence human decision-making; or to circumvent safeguards or terms of use of other platforms or services.

No decompilation of warmwind OS

The customer and/or User is prohibited from deciphering, decompiling, disassembling, reconstructing, or otherwise attempting to discover the source code of warmwind OS, unless this is permitted under mandatory, non-waivable provisions of law.

Obligations when using warmwind OS

The customer and the Users used by the customer in connection with the use of warmwind OS are obligated to:

- Take into account that warmwind OS is still in ongoing development. The User must consider this development nature and ensure that warmwind OS is used only in an environment in which possible malfunctions or erroneous results cannot have substantial adverse or existential effects on the customer's business, persons, property, or legal obligations of the customer, the User or other business partners.
- Consider that warmwind OS is an AI-supported system. warmwind OS can autonomously execute workflows based on learned patterns and statistical analyses. Outputs generated with warmwind OS (e.g., data maintenance, drafted messages, social media posts, etc.) and actions performed (e.g., creating or modifying records, etc.) may be erroneous, incomplete, ambiguous or unsuitable for the intended purpose.
- Ensure compliance before using warmwind OS. Before using warmwind OS, the User must ensure that the intended use is compatible with applicable legal or contractual requirements, internal policies or instructions (e.g., works agreements, work instructions, compliance policies, data protection requirements, rules on the use of AI systems, etc.) and, in particular, does not violate any contractual or statutory confidentiality obligations. Where in doubt, the User must obtain approval from management or consent from contractual partners.
- Draft prompts with special care. Users bear full responsibility for the content of their prompts. Prompts must not be phrased in a way that could unintentionally trigger security-critical or harmful actions (e.g., "Delete all data"). They must be clear and comprehensible and must not aim to circumvent existing protective mechanisms. Users must review prompts for plausibility and potential risks before submitting them. Any warnings or follow-up questions from warmwind OS must be carefully observed.
- Prevent unauthorized third-party use and protect access credentials. The customer and/or User must take all required and appropriate measures to protect access credentials. Warmwind recommends using a strong password. Guidance on creating secure passwords is available from the German Federal Office for Information Security (BSI) at www.bsi.bund.de. Sharing passwords with third parties is not permitted, except for sharing with an employee of the customer who is authorized to use warmwind OS.
- Implement necessary technical and organizational measures. The customer and/or User must implement the technical and organizational measures necessary to address the risks and recommendations described above, in particular to avoid and prevent serious adverse, existential, reputational or other detrimental effects to the customer, the Users or third parties. As a rule, this requires implementing an effective business continuity process with dedicated backup and recovery processes as well as effective control, approval and plausibility-check processes for automatically generated content or other work results. The customer and/or User may also be required under applicable statutory, contractual and/or internal corporate rules (e.g., AI Act, GDPR, works agreements, information security management policies, etc.) to implement additional technical and organizational measures necessary to ensure a level of security appropriate to the nature, scope, circumstances and purposes of using warmwind OS and the varying likelihood and severity of risks to the rights and freedoms of the customer, the

User and other third parties, as well as to safeguard IT systems and the processing of data, including personal data.

Additional obligations for high-risk use cases

Some use cases carry increased potential for harm because they affect areas that influence public welfare and social justice. In these cases, the use of warmwind OS must be managed with particular care. For the high-risk use cases described below, the following additional safeguards must be implemented:

- Human review (Human-in-the-Loop). If warmwind OS generates advice, recommendations, subjective decisions, or content intended for publication that directly or indirectly affects individuals, the content must be reviewed by a qualified professional before it is forwarded or finalized. The User and/or customer remains solely responsible for accuracy and appropriateness.
- Special notices for use in finance, trading and investment contexts. Use of warmwind OS in financial, trading, investment or other asset-relevant contexts is solely at the risk of the customer and/or User. warmwind OS does not constitute investment advice, financial advice, or a recommendation to buy, hold or sell financial instruments and does not replace expert advice by appropriately qualified persons or institutions. warmwind OS is not designed to independently make binding trading decisions or to carry out asset dispositions with legal or economic effect vis-à-vis third parties. In particular, automated or semi-automated processes may result in wrong decisions, delays, misinterpretations of market data or technical malfunctions that can lead to significant financial losses up to and including total loss. The customer and/or User is solely responsible for implementing appropriate control, approval, limitation and emergency mechanisms (e.g., human approval, trading and loss limits, kill switches, test or simulation environments) and for assessing the legal permissibility, economic appropriateness and risk-bearing capacity of using warmwind OS. Warmwind's liability for trading losses, lost profits, market movements, liquidations, margin calls or other asset-related damages is excluded to the extent legally permissible.

High-risk use cases include, in particular:

- Law: Interpretation of legal provisions, legal advice, or decisions with legal effects.
- Healthcare: Medical decisions, diagnoses, patient care, therapy, mental health, or other medical advice.
- Insurance: Risk assessment, claims handling, or coverage decisions in health, life, property, disability or other insurance.
- Finance: Financial decisions including investment advice, credit approvals, or determining financial suitability or creditworthiness.
- HR: Decisions on employability, resume screening, hiring tools, or other personnel decisions.
- Academic testing, accreditation and admissions: Standardized tests and procedures deciding admissions, language proficiency assessments, professional certification exams, and evaluation and accreditation of educational institutions.

Final provisions

If any provision of these Terms of Use is invalid or unenforceable in whole or in part, the validity of the remaining provisions is not affected. The invalid or unenforceable provision shall be deemed replaced by such valid and enforceable provision that comes closest to the economic purpose pursued by the invalid or unenforceable provision. This also applies to any gaps in these Terms of Use.