



Terms of Service

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Welcome to Koros Space (the "Platform"). By accessing or using our website, services, backend routing workflows, and AI generation tools, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you must immediately cease using the Platform.

The Platform is operated by Koros Space ("we," "us," or "our"), a company established under the laws of England and Wales.

1. Uptime & Third-Party Dependencies

We do not guarantee continuous or uninterrupted service. The Platform relies on third-party cloud infrastructure providers, including but not limited to:

- Replicate
- Stripe
- Modal Labs (GPU compute cluster)
- Cloudflare (content delivery and edge computing)

External service outages, API failures, rate limiting, maintenance windows, and network failures by these providers are beyond our control. We are not liable for:

- Data loss, service interruptions, or degraded performance caused by third-party provider outages or service limitations
- Third-party security breaches, data retention practices, or handling of User Content transmitted to sub-processors
- Rate limiting imposed by third-party APIs that may cause generation failures or delays

You acknowledge that processing imagery through external AI computing clusters inherently carries an acceptance of third-party platform terms. We accept no liability for automated processing or temporary caching conducted by our infrastructure partners during execution.

We reserve the right to suspend or interrupt service for maintenance, security, or operational reasons, with reasonable notice where feasible.

2. The Credit Token Economy & Billing

- **Virtual License Only:** The Platform utilizes a proprietary credit system (comprising Free, Monthly, and Top-Up Credits) to meter access to our underlying AI computing clusters. Credits do not constitute property, have no monetary or cash value, and are strictly non-refundable, non-withdrawable, and non-transferable.
- **Credit Expiration:** "Free" and "Monthly" credits are subject to expiration at the conclusion of each billing or promotional cycle as configured in your user dashboard. "Top-Up" credits will roll over into

subsequent billing cycles unless the account is terminated.

- **Automated Failure Refunds:** The Platform monitors for generation failures caused by our infrastructure (API timeouts, server errors, GPU allocation failures). We employ an automated system to restore credits when failures are definitively caused by our servers, not external factors. Credits will NOT be refunded for: - Failed generations caused by third-party provider outages (Replicate, Stripe, Modal, OpenAI) - User error (invalid file formats, conflicting parameters) - Exploitative behavior (repeated identical requests to stress-test limits) - Account suspension for Terms violations Refund decisions may be appealed via support@koros.space with evidence of the error.
- **Consumer Rights and Immediate Fulfillment:** IMPORTANT - YOU ARE WAIVING YOUR LEGAL RIGHT TO RETURN DIGITAL CONTENT: You acknowledge that by clicking "Confirm Purchase," you are accepting immediate delivery of digital credits. Once credits are added to your account, you waive your statutory 14-day right of withdrawal under the Consumer Contracts Regulations 2013. This waiver applies because digital content is delivered immediately and cannot be returned. There are no refunds once credits are consumed, except where we provide automatic failure refunds at our sole discretion.

3. Intellectual Property & Content Rights

- **User Input Ownership:** You retain all ownership, copyright, and intellectual property rights over the source media, photographs, and text prompts ("User Content") that you upload or input into the Platform.
- **Processing License:** By uploading User Content, you grant us a worldwide, non-exclusive, royalty-free, fully paid-up license to host, replicate, transmit, reformat, and process your media solely to fulfill your design requests. This includes passing your media to our automated sub-processors via temporary secure channels.
- **Generated Output:** We claim no ownership rights over the final visual layouts, 3D conceptual renders, architectural descriptions, or design palettes generated by the Platform ("Output"). You are granted a perpetual, commercial license to utilize the Output for your own business purposes (e.g., estate agent listings, property developer portfolios, or client design pitches), provided your account is in good financial standing.
- **No Guarantee of Uniqueness or Non-Infringement:** Due to the statistical nature of generative artificial intelligence, the Platform may generate Outputs for you that are similar or identical to outputs generated for other users, or that resemble existing real-world copyrighted products, artworks, or architectural designs. We make no representations or warranties that the Output will not infringe on third-party intellectual property rights. You are solely responsible for determining whether your commercial use of the Output requires additional licenses or clearances from third parties.

3a. User Warranty of Authority and Consent

By uploading User Content to the Platform, you represent, warrant, and covenant that:

- (i) You own, or have obtained all necessary permissions to upload and process, the media (photographs, images, design files) you submit;
- (ii) The User Content does not infringe any third-party intellectual property, copyright, trademark, privacy, or publicity rights;
- (iii) For images of real properties, interior spaces, or architectural elements: You either
 - (a) own the property;
 - (b) are the tenant with explicit landlord/property manager consent; or
 - (c) have written permission from the property owner or authorized agent to upload and process images of the space;
- (iv) You are not uploading confidential, proprietary, or sensitive business information without consent from the information owner;
- (v) You are not uploading biometric data, medical records, or identifiable information of third parties without their explicit consent. If you breach this warranty, you agree to indemnify Koros Space for all resulting claims, and your account may be suspended or terminated immediately without refund.

3B. Third-Party API Providers & Liability Disclaimer

When you upload User Content, it is transmitted to third-party AI providers (Replicate, Stripe, Modal Labs etc.) to generate design outputs.

You acknowledge that:

- (i) We do not control these third parties' security practices, data retention, or compliance policies;
- (ii) We are NOT liable for third-party security breaches, data mishandling, unauthorized access, or any violation of their own privacy terms;
- (iii) You are responsible for reviewing their privacy policies before uploading sensitive or proprietary content.

For details on how third-party providers process your data, see our Privacy Policy.

4. Acceptable Use & System Safety

The Platform employs automated content filtering to prevent misuse. We may reject or flag requests involving living beings, violence, explicit content, or non-design domains. If you believe a request was incorrectly blocked, contact us.

- **Living Beings:** Any image containing flesh-and-blood human subjects or real living animals physically occupying the architectural space, or text prompts requesting their generation (excluding flat artwork, portraits, or framed photos hanging on walls).
- **Outside Domains:** Any requests regarding general software coding, mathematics, creative writing, political text, violence, or explicit/NSFW material. The Platform is designed solely for interior design tasks. Off-domain requests waste resources and violate our service agreement.
- **For Immediate Termination (no notice required):**
 - Fraud, system hacking, or unauthorized access attempts
 - Deliberate exploitation of the Platform to bypass security measures
 - Repeated generation of content designed to infringe third-party IP or facilitate illegal activity
 - Reverse-engineering our proprietary models, prompt logic, or database structures
 - Upon immediate termination: All remaining credits are forfeited without refund. You have 30 days to download any previously generated outputs before they are permanently deleted.
- **For Suspension with Notice (30-day written notice):**
 - Non-payment of invoiced credits or outstanding balances
 - Repeated violations of Acceptable Use policies (warnings provided first)
 - During suspension, account access is frozen but outputs remain available for download.
- **Termination for Cause (without notice):** If we have reasonable grounds to believe your use violates UK law, these Terms, or endangers our infrastructure, we may terminate immediately.

5. Limitation of Liability & "As-Is" Disclaimers

- **Algorithmic Hallucinations:** Generative AI models natively produce geometric variations, artifacts, and structural hallucinations. All features, outputs, spatial layouts, and analytical diagnostics (such as the Clutter Index or Harmony Scores) are provided strictly on an **"As-Is"** and **"As-Available"** basis.
- **Procurement Disclaimer:** Any material sourcing lists, estimated retail budgets, HEX paint codes, or design strategy blueprints generated by the platform are rough approximations meant entirely for conceptual inspiration. They do not constitute certified professional surveys, structural engineering reviews, or official building valuations. You must independently verify all specifications with a qualified contractor or structural engineer before commencing real-world building modifications or purchasing materials.
- **Cap on Liability:** To the maximum extent permitted by applicable UK law, our total aggregated

liability for any operational downtime, calculation discrepancies, data loss, or server errors is strictly capped at the total amount you paid to the Platform over the 12-month period immediately preceding the claim.

6. Disclaimer of AI Predictability and Output Accuracy ("It Is What It Is")

- By utilizing our generative AI features, pipelines, and transformation engines, you explicitly acknowledge and agree that artificial intelligence technologies are inherently unpredictable and experimental.
- The platform acts strictly as a deployment layer for underlying generative models. As such, outputs may occasionally be inaccurate, incomplete, geometrically distorted, or entirely unaligned with the text instructions, masks, or style parameters you provided.
- The generation assets, layout assessments, blueprints, and analytical scores are provided to you strictly on an "as-is" basis—put simply, the system delivers what it generates on a best-effort basis, and it is what it is. We do not warrant, represent, or guarantee that any output will meet your design expectations, mimic real-world lighting perfectly, or accurately execute your precise prompt directions. You bear sole responsibility for evaluating the suitability, practical safety, and professional utility of any concept generated by our services.
- Generated outputs including Clutter Index scores, Harmony Scores, Toddler Safety, Color Codes, material budgets, and spatial dimensions are approximations only. They do not account for:
 - Actual room acoustics, temperature, or humidity
 - Real-world lighting variation (time of day, season, weather)
 - Structural safety, building codes, or accessibility compliance
 - Accurate material pricing (market conditions change; budgets are estimates only)
 - Precise furniture dimensions or fit for non-standard spaces

You must independently verify all outputs with a qualified interior designer, contractor, or structural engineer before purchasing materials or making permanent modifications

7. Indemnification

- You agree to defend, indemnify, and hold harmless Koros Space, its directors, employees, and third-party API providers from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal and accounting fees) arising out of or in any way connected with: (i) your access to or use of the Platform; (ii) your violation of these Terms; or (iii) your violation of any

third-party rights, including intellectual property rights, privacy rights, or municipal building regulations resulting from your User Content or your application of the Generated Output.

8. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of **England and Wales**. Any legal disputes, claims, or proceedings arising out of or in connection with these terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

9. Right to Modify Terms

We reserve the right to modify these Terms at any time. Material changes will be posted with 30 days' notice. Continued use of the Platform after changes constitute acceptance. If you do not agree to modified terms, you must cease using the Platform.

10. Compliance with Laws & Building Codes

You agree to use the Platform only for lawful purposes and in compliance with all applicable local, state, and national laws, including but not limited to building codes, zoning regulations, accessibility standards (ADA/Equality Act 2010), and environmental regulations. You are solely responsible for verifying that any design concept complies with regulations in your jurisdiction.

11. Rental Properties & Third-Party Spaces:

If you upload images of rental properties, leased commercial spaces, or properties you do not own, you warrant that you have obtained written consent from the property owner, landlord, or authorized agent. You remain solely liable for any disputes with property owners regarding your use of their spaces to generate design outputs. Koros Space is not responsible for landlord-tenant disputes, lease violations, or claims that you exceeded your authority to modify or design the space.

12. Counterfeiting & Brand Protection

You must not use the Platform to generate images that counterfeit branded goods, replicate trademark-protected designs, or facilitate the creation of counterfeit products for commercial sale.

13. Severability

If any provision of these Terms is found unenforceable, that provision shall be reformed to the minimum extent necessary to make it enforceable, and the remaining terms shall remain in full force.

14. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Koros Space regarding your use of the Platform. No other communications, statements, or representations are binding.