MAGNETIK Desktop Application – Terms of Use

Applicable to users in the European Union / EEA and the United States of America

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1. Who we are and what these Terms cover

1.1 These Terms of Use ("**Terms**") govern your download, installation and use of the **Magnetik** desktop application (`Magnetik.exe`, including its installer, updates and related documentation – the "**Software**") and the related subscription service (together the "**Service**").

1.2 The Service is provided by **Magnetik**, a simple partnership under Swiss law (*einfache Gesellschaft*, Art. 530 ff. Swiss Code of Obligations), Dammstrasse 2, 6438 Ibach, Switzerland, email: info@magnetik.ch, support: support@magnetik.ch ("**Magnetik**", "**we**", "**us**").

1.3 Magnetik is a GEO/SEO content engine. It helps you plan topic clusters (pillar page plus cluster articles), generate and edit content with the help of third-party AI models, and – after your approval – publish it to your own channels (for example WordPress, FTP/website, Google Business Profile).

1.4 By installing, opening or using the Software, or by placing an order, you accept these Terms. If you do not agree, do not install or use the Software. If you use the Software on behalf of a company or other entity, you confirm that you are authorised to bind it; "you" then means that entity.

2. Eligibility and business use

2.1 The Service is intended primarily for **businesses, agencies and professionals**. You must be at least 18 years old and have legal capacity to enter into a contract.

2.2 If you are a **consumer** (a person acting predominantly outside a trade or profession), the mandatory consumer protection rules of your country of residence remain unaffected (see Section 18).

3. Licence

3.1 **Grant.** Subject to these Terms and payment of the applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to install and use the Software on devices you own or control, for your own internal business purposes and for the content of your own clients (if you are an agency), for the duration of your subscription. The number of permitted installations/users follows your plan as stated in your order confirmation.

3.2 **Restrictions.** You may not (a) copy, modify, translate or create derivative works of the Software; (b) sell, rent, lease, sublicense or otherwise make the Software available to third parties; (c) remove or alter proprietary notices or branding; (d) circumvent licence, security or rate-limit mechanisms; (e) reverse engineer, decompile or disassemble the Software, except to the extent such restriction is prohibited by mandatory law (for example Art. 6 of EU Directive 2009/24/EC on interoperability); (f) use the Software to build a competing product.

3.3 **Open-source components.** The Software contains open-source components (e.g. Electron). These are licensed under their own terms, which prevail for those components. A list is available on request.

3.4 **Reservation of rights.** The Software, the Magnetik name, logo and brand identity are and remain our property or that of our licensors. No rights are granted except as expressly stated.

4. Subscription, fees and payment

4.1 **Plans.** The Service is offered in subscription plans (currently *Standard Plus*, *Premium Plus* and *Enterprise Max*) with a monthly fee and a one-time set-up fee, as shown on magnetik.ch or in your order confirmation. Applicable prices and the scope of each plan are those shown at the time of your order.

4.2 **Taxes.** Prices are stated in Swiss francs (CHF) and exclude value-added tax and other taxes unless stated otherwise. Where required, VAT (or equivalent) is added. EU business customers with a valid VAT ID and US customers are responsible for taxes they owe under their local law (e.g. reverse charge, use tax).

4.3 **Automatic renewal (important).** Your subscription **renews automatically** for successive periods of one month at the then-current price **until you cancel**. You can cancel at any time with effect from the end of the current billing period by emailing support@magnetik.ch [or via your account]. We will not charge you for a renewal period if you have cancelled before it begins. Already paid fees are not refunded for a partial period, except where mandatory law requires otherwise.

4.4 **Price changes.** We may change prices with at least 30 days' written notice (email is sufficient) before the next renewal. If you do not agree, you may cancel before the change takes effect.

4.5 **Late payment.** If payment fails, we may suspend access after a reminder and a reasonable grace period. You remain liable for amounts due.

4.6 **Right of withdrawal (EU/EEA consumers).** If you are a consumer in the EU/EEA, you generally have a 14-day right to withdraw from a distance contract. For digital services and digital content, the right expires once we have started to perform with your prior express request and your acknowledgement that you lose the right of withdrawal once the service has been fully performed (and, for ongoing services, you may be required to pay a proportionate amount for the period already used). We will ask for this confirmation during ordering. This right does not apply to business customers.

4.7 **Cooling-off (US).** No federal cooling-off right applies to this Service. State laws that grant mandatory rights remain unaffected.

5. Your own API keys and third-party services

5.1 **Bring your own keys.** Magnetik works with services of third parties that you connect with **your own accounts and API keys**, in particular:

- **Anthropic** (text generation, Claude models),
- **OpenAI** (AI image generation),
- **Sistrix** (SEO data),
- **Unsplash** (stock images),
- **Google Business Profile** (OAuth, scope `business.manage`),
- your own **WordPress** site, **FTP/web server** or other publishing target.

5.2 **Separate contracts and costs.** Your use of these services is governed by **their** terms, privacy policies and usage policies, which you must accept and comply with. Fees, quotas, rate limits and outages of these providers are your responsibility and not covered by your Magnetik subscription. We are not a party to those contracts and are not responsible for third-party services, their availability, changes, models, outputs or pricing.

5.3 **Credential storage.** API keys and tokens you enter are stored **locally on your device**, encrypted using the operating system's secure storage (for Windows: DPAPI via Electron *safeStorage*). You are responsible for protecting your device, operating-system account and keys. If you suspect a key was compromised, revoke it with the provider immediately.

5.4 **Google user data.** Magnetik's use and transfer of information received from Google APIs adheres to the Google API Services User Data Policy, including the Limited Use requirements. Data from your Google Business Profile is used only to provide the features you request (e.g. reading profile information, publishing posts you approve) and is not sold or used for advertising.

6. AI-generated content – your responsibility

6.1 **No guarantee of results.** The Service uses generative AI. Output can be inaccurate, incomplete, outdated, biased, misleading or similar to other content, and may contain "hallucinated" facts, names, quotes or sources. **We do not guarantee** the accuracy, legality, originality or fitness of any output, nor any ranking, traffic, visibility in search engines or AI answer engines (GEO/AEO), citation by AI systems, leads or revenue.

6.2 **Human review required.** You must review, fact-check and edit all output **before** publishing. Magnetik's approval workflow is a tool to help you; the decision to publish is always yours. You are the publisher and solely responsible for what you publish.

6.3 **Legal compliance of published content.** You are responsible for ensuring that content you create or publish complies with applicable law and third-party rights, including copyright, trademark, unfair-competition and advertising law, data-protection law, and sector rules (e.g. health, finance, legal claims). This includes, where applicable:

- **EU:** transparency obligations for AI-generated or manipulated content (e.g. Art. 50 of the EU AI Regulation (EU) 2024/1689) and for commercial communications (e.g. Directive 2005/29/EC);

- **USA:** truthful-advertising and disclosure rules (e.g. FTC Act §5, the FTC Endorsement Guides) and state laws on AI disclosure.

6.4 **Images.** AI-generated and stock images are subject to the licence terms of the respective provider (e.g. Unsplash licence, OpenAI terms). You must check these terms, give required attributions and not use images depicting identifiable persons, brands or protected works in an unlawful way.

6.5 **No professional advice.** Output is not legal, medical, financial, tax or other professional advice.

7. Your content and output

7.1 **Your inputs.** You retain all rights in the data and materials you enter into the Software (keywords, briefings, company and customer information, existing content, "**Inputs**"). You confirm that you have all rights necessary to use them with the Service and to send them to the third-party providers you connect (Section 5).

7.2 **Outputs.** As between you and us, you may use the content generated for you through the Software ("**Output**") for any lawful purpose, including commercially. We assign to you whatever rights we may have in Output. We make no promise that Output is protected by copyright or is unique; Output generated for others may be identical or similar. Rights of the third-party AI providers' terms may additionally apply.

7.3 **Local-first processing.** Projects, drafts and settings are stored locally on your device unless you actively send them to a third-party service or publishing target. **Backup of your data is your responsibility.**

7.4 **Licence to us.** We receive no licence to your Inputs or Output, except the limited right to process Inputs/Output as technically necessary to provide support you have requested.

8. Publishing integrations

8.1 When you connect WordPress, FTP/web servers, Google Business Profile or other targets, you authorise the Software to transmit content to them on your behalf and only on your action (e.g. clicking "Publish").

8.2 You are responsible for the security, backups, permissions and content of your own websites and accounts. Publishing may overwrite or alter existing files or pages – check your target settings before publishing.

8.3 We are not responsible for actions of third-party platforms (e.g. content removal, account restrictions or penalties imposed by Google or search engines).

9. Acceptable use

You will not use the Service to: (a) create or publish unlawful, defamatory, hateful, deceptive, infringing or sexually explicit content, or content that sexualises minors; (b) create spam, doorway pages, fake reviews, fake testimonials or content intended to manipulate search engines or AI systems in violation of the platforms' rules; (c) impersonate persons or

organisations or mislead about the origin of content; (d) violate third-party terms (including AI-provider usage policies); (e) interfere with, probe or attack the Software, our systems or third-party services; (f) process personal data without a lawful basis; (g) use the Service in violation of export, sanctions or other applicable laws. We may suspend or terminate access for violations (Section 14).

10. Privacy and data protection

10.1 Our handling of personal data is described in our **Privacy Policy** at https://magnetik.ch/en/privacy/ (version for the website) [and in the Software's privacy notice]. We process personal data in accordance with the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU/UK General Data Protection Regulation (GDPR).

10.2 **Roles.** For personal data in your Inputs and Output (e.g. names of your customers, contact data), **you** are the controller (or business) and decide on purposes and means; the Software is a local tool. Magnetik generally does **not** receive this content, because it is processed on your device and sent directly to the providers you have connected. Where we do access such data (for example when you send us files for support), we act on your instructions as processor; on request we will conclude a data processing agreement (DPA), including EU Standard Contractual Clauses where needed.

10.3 **International transfers.** Providers such as Anthropic, OpenAI, Google, Sistrix and Unsplash may process data outside the EU/EEA and Switzerland, including in the USA. This takes place under your contract with the provider and its transfer mechanisms (e.g. EU-US Data Privacy Framework, Standard Contractual Clauses). You are responsible for assessing whether you may transmit particular data to these providers; **do not enter special-category or other sensitive personal data unless you have a valid legal basis.**

10.4 **US privacy laws.** We do not sell or share personal information for cross-context behavioural advertising. To the extent US state privacy laws (e.g. CCPA/CPRA) apply, we act as a "service provider"/"processor" for personal information we process on your behalf.

10.5 **Diagnostics.** [The Software does not transmit usage analytics or telemetry to us. – *please confirm before publishing; adapt if telemetry/update checks are added.*]

11. Updates, availability and beta features

11.1 We may provide updates, patches and new versions to maintain security, compatibility and functionality. Some updates may be required to keep using the Service. We may modify, add or remove features (for example because AI providers deprecate models or change their APIs), provided the Service's core functionality is not materially reduced during a paid term; where mandatory law requires, consumers are informed in advance.

11.2 We do not guarantee uninterrupted or error-free operation. Maintenance, third-party outages and force majeure can affect availability.

11.3 Features marked *beta*, *preview* or *experimental* are provided "as is" without warranty and may change or be discontinued at any time.

11.4 **Support.** Support is provided by email at support@magnetik.ch during Swiss business hours on a reasonable-efforts basis, unless a separate service-level agreement applies.

12. Feedback

If you give us suggestions or feedback, you grant us a perpetual, worldwide, royalty-free, irrevocable licence to use it without obligation to you. We will not name you without permission.

13. Warranty disclaimer

13.1 **To the maximum extent permitted by applicable law**, the Software and Service are provided "**AS IS**" and "**AS AVAILABLE**". We disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, non-infringement, accuracy and uninterrupted operation, and any warranties arising from course of dealing or usage of trade.

13.2 **EU/EEA consumers:** statutory warranty rights for digital content and services (Directive (EU) 2019/770 and national implementation) remain unaffected.

13.3 Some jurisdictions do not allow the exclusion of certain warranties; in that case the exclusions apply only to the extent permitted.

14. Term and termination

14.1 These Terms start when you first install or use the Software and continue for as long as you use it or have an active subscription.

14.2 **By you:** you may cancel your subscription at any time (Section 4.3) and stop using/uninstall the Software.

14.3 **By us:** we may terminate or suspend your access (a) with 30 days' notice, or (b) immediately for a material breach (including Sections 3, 9 and non-payment), legal requirement or security risk. If we terminate without cause during a paid term, we refund prepaid fees for the unused period pro rata.

14.4 **Effect.** On termination, the licence ends and you must stop using the Software. Locally stored data remains on your device – export what you need beforehand. Sections that by nature should survive (including 3.2, 5.2, 6, 7, 12–13, 15–19) survive.

15. Limitation of liability

15.1 **Unlimited liability where law requires.** Nothing in these Terms limits or excludes liability for (a) intent or gross negligence, (b) injury to life, body or health, (c) liability under mandatory product-liability or data-protection law, (d) fraud or fraudulent misrepresentation, or (e) any other liability that cannot be limited under applicable mandatory law (for Swiss law, e.g. Art. 100 CO).

15.2 **Limitation.** To the maximum extent permitted by law, and subject to 15.1, **our total aggregate liability** arising out of or relating to the Service or these Terms, whatever the legal

basis, is limited to the **fees you paid to us in the 12 months before the event** giving rise to the claim (for free/trial use: CHF 100).

15.3 **Excluded damages.** Subject to 15.1, we are **not liable** for indirect, incidental, consequential, special, exemplary or punitive damages, or for lost profits, lost revenue, lost business, loss of goodwill, loss of rankings or traffic, loss or corruption of data, or costs of substitute services, even if advised of the possibility. We are also not liable for acts or omissions of third-party providers (Section 5), or for content that you publish.

15.4 These limitations apply to the extent allowed by your local law. Some jurisdictions (including some US states and EU member states) do not allow certain limitations; in that case they apply only to the extent permitted.

16. Indemnification (business customers)

If you are not a consumer, you will defend and indemnify us against third-party claims, damages and reasonable costs (including legal fees) arising from (a) your Inputs or content you publish, (b) your breach of Section 9 or of third-party terms, or (c) your violation of law. We will promptly notify you, allow you to control the defence and reasonably cooperate at your expense. This Section does not apply to consumers.

17. Export controls and sanctions

You represent that you are not located in, or ordinarily resident in, a country or region subject to comprehensive Swiss, EU, UN or US sanctions, and are not on any applicable sanctions list. You will not use the Software in violation of export-control or sanctions laws.

18. Region-specific provisions

18.1 European Union / EEA

(a) If you are a consumer, you also benefit from the mandatory provisions of the law of your country of habitual residence; nothing in these Terms removes them.

(b) You may bring proceedings in the courts of your country of residence (Art. 18 Brussels Ia Regulation / Art. 114 Lugano Convention where applicable).

(c) Complaints: first contact support@magnetik.ch. You may also approach your national consumer authority or data protection authority.

(d) The language of the contract is English; German and other-language versions are provided for convenience.

(e) *Representative:* [If Magnetik offers services to EU data subjects at scale, an EU representative under Art. 27 GDPR may be required – to be assessed.]

18.2 United States

(a) **Governing-law carve-out.** If you are a US consumer, you retain rights under mandatory consumer-protection laws of your state of residence.

(b) **Automatic renewal.** Section 4.3 is intended to comply with state automatic-renewal laws (e.g. California Bus. & Prof. Code §17600 ff.). You may cancel online or by email at any time; we will confirm cancellation by email.

(c) **US Government end users.** The Software is "commercial computer software" and its documentation "commercial computer software documentation" as defined in FAR 12.212 and DFARS 227.7202; government use is subject to these Terms.

(d) **Digital Millennium Copyright Act.** Because we do not host user-generated content, we do not operate a DMCA designated agent. Report suspected infringement by Output to support@magnetik.ch and we will respond appropriately.

(e) **California residents:** under Cal. Civ. Code §1789.3, you can contact the California Department of Consumer Affairs, Complaint Assistance Unit at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or (800) 952-5210.

(f) **Notice – "AS IS" and limitations.** The disclaimers and limitations in Sections 13 and 15 are written in capital/bold type on purpose; please read them carefully.

19. Governing law and disputes

19.1 These Terms are governed by **Swiss substantive law**, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer-protection provisions of your country of residence remain unaffected (Section 18).

19.2 **Business customers:** exclusive place of jurisdiction is [the competent courts at the registered seat of Magnetik in Ibach (canton Schwyz), Switzerland]. We may also bring claims at your place of business.

19.3 **Consumers:** mandatory places of jurisdiction under your local law remain unaffected (Section 18.1(b)).

19.4 **Informal resolution first.** Before filing a claim, each party will try in good faith to resolve the dispute by contacting the other (for us: info@magnetik.ch) and negotiating for at least 30 days. This does not prevent urgent injunctive relief.

19.5 There is no arbitration clause or class-action waiver in these Terms.

20. General

20.1 **Changes to these Terms.** We may update these Terms for good reason (e.g. legal changes, new features, security). We will notify you at least **30 days** before material changes take effect (by email, in the Software or on our website). If you do not agree, you may cancel before they take effect; continued use after that date means acceptance.

20.2 **Entire agreement.** These Terms together with your order confirmation and any DPA constitute the entire agreement regarding the Service. Conflicting or additional terms of the customer do not apply unless we accept them in writing.

20.3 **Severability.** If a provision is invalid or unenforceable, the remainder stays in effect and the provision is replaced by a valid one closest to its economic purpose.

20.4 **No waiver; assignment.** Failure to enforce a right is not a waiver. You may not assign these Terms without our written consent; we may assign them to a successor of our business with notice to you.

20.5 **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control (including internet, power or third-party platform outages).

20.6 **Notices.** We may send notices to the email address you provided; you may send notices to info@magnetik.ch (general) or support@magnetik.ch (support).

20.7 **Language.** The binding version of these Terms is the German version; the English version is provided for users in the EU and the USA. [*Delete this clause if English should be binding.*]

21. Contact

Magnetik · Dammstrasse 2 · 6438 Ibach · Switzerland General: info@magnetik.ch · Support: support@magnetik.ch · Web: https://magnetik.ch

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Drafting note (remove before publication): This is a template prepared for review. It has not been reviewed by a qualified attorney in Switzerland, the EU or the US. Items in [square brackets] must be confirmed or completed before publication.