

Terms of Service of AIContentWorks

In force since 28 July 2026

English translation of the Polish original. The Polish version is binding; in the event of any discrepancy, the Polish text prevails.

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§ 1. General provisions

1. These Terms set out the rules and conditions for the provision of the AIContentWorks service by Neuron Agencja Public Relations Sp. z o.o., with its registered office in Warsaw at al. Rzeczypospolitej 2/35 (02-972 Warsaw), office address: ul. Leonida Teligi 5, 02-777 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000093534, NIP 521-31-85-894, REGON 017488155, share capital PLN 51,000 (the "Service Provider").
2. The Service is intended exclusively for entrepreneurs. These Terms do not apply to consumers or to entrepreneurs exercising consumer rights.
3. Contact with the Service Provider: e-mail neuron@neuron.pl. Arrangements and approvals made in the course of providing the Service may be made electronically with any consultant of the Service Provider (addresses in the @neuron.pl domain).

§ 2. Definitions

Service	the AIContentWorks service described in § 3.
Panel	the Service Provider's web application available at panel.neuron.pl , through which the Service is provided.
Client	the entrepreneur for whom the Service is provided.

User	a natural person using the Panel on behalf of the Client and holding an Account.
Account	an individual User account in the Panel.
Agreement	the agreement for the provision of the Service concluded between the Service Provider and the Client on the terms set out in these Terms.
Monitoring Point	a source or topic agreed with the Client and covered by monitoring under the Service.
Content	proposed publications for the Client's social media prepared under the Service (in particular texts and graphics).
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

§ 3. Scope of the Service

1. To the extent following from the parameters agreed with the Client, the Service covers:
 - a) monitoring of the agreed Monitoring Points and, where so agreed, also monitoring of traditional media,
 - b) preparation, using artificial intelligence tools, of proposed Content for the Client's social media,
 - c) making the Content available in the Panel to the agreed number of Users.
2. The Service is provided using artificial intelligence (AI) tools. By creating an Account or using the Service, the Client acknowledges and accepts that the Content is created in whole or in part using those tools, and that information and materials entered into the Service may be processed by providers of artificial intelligence tools on the terms set out in § 10.
3. The parameters of the Service — the number of Monitoring Points, the availability of traditional media monitoring and the number of Users — are agreed individually with the Client before the Service begins and may be changed by arrangements made electronically.
4. The Service Provider provides the Service with due diligence, in accordance with professional standards and with the arrangements made with the Client.
5. The Service Provider may use subcontractors in providing the Service, in particular providers of hosting, artificial intelligence tools and media monitoring.

§ 4. Conclusion of the Agreement, Accounts and Users

1. The Agreement is concluded upon creation of the first Account for the Client or upon commencement of use of the Service, whichever occurs first. By creating an Account or using the Service, the Client and the User accept these Terms.
2. Accounts are created and activated by the Service Provider after the parameters of the Service (§ 3) and the fees (§ 6) have been agreed with the Client.
3. The person accepting these Terms on behalf of the Client declares that they are authorised to conclude the Agreement.
4. The Agreement is concluded for an indefinite period.
5. The Client is liable for the acts and omissions of Users as for its own.
6. The User is obliged to keep their login credentials confidential and not to share the Account with third parties.
7. It is prohibited to supply unlawful content through the Panel and to use the Service in a manner that disrupts its operation.

§ 5. Technical requirements

1. Use of the Service requires: a device with internet access, a current version of a web browser and an active e-mail address.
2. The Service Provider may carry out maintenance and development work on the Panel. The Service Provider gives advance notice of planned downtime in the Panel or by e-mail.

§ 6. Fees

1. The Service Provider's fee is agreed individually with the Client depending on the parameters of the Service, in particular the number of Monitoring Points, the availability of traditional media monitoring and the number of Users.
2. The agreed fee and the parameters of the Service are stated on each invoice.
3. The fee is settled in monthly cycles. Fee amounts are net amounts and will be increased by VAT at the applicable rate.
4. Invoices are payable within 7 (seven) days of their issue date. Payment is made to the Service Provider's bank account indicated on the invoice.
5. In the event of late payment, the Service Provider may — after an unsuccessful payment demand setting an additional period of at least 7 days — suspend access to the Panel until the arrears are settled. Suspension does not release the Client from the obligation to pay the fee.

§ 7. Rights to the Content

1. Content constituting works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights becomes the subject of the Client's economic copyright. The Service Provider transfers it to the Client — within the fee, upon payment for the settlement period in which the Content was made available — without limitation in time or territory, together with the right to exercise derivative rights, in the following fields of exploitation:
 - a) recording and reproduction by any technique, including printing, reprography, magnetic recording and digital recording,
 - b) placing on the market, lending or leasing the original or copies,
 - c) public exhibition, display, performance and making available to the public in such a way that anyone may access the Content at a place and time of their choosing, including on social media and on the internet.
2. Content or its elements generated using artificial intelligence tools may not constitute a work; to that extent the Client uses it without restriction.
3. The Client verifies and approves the Content before publication. The decision to publish the Content is made by the Client.
4. The Client's verification and approval of the Content before publication constitutes human review and editorial control within the meaning of Article 50(4) of Regulation (EU) 2024/1689 of the European Parliament and of the Council (the Artificial Intelligence Act). The Client bears editorial responsibility for the publication of approved Content.
5. Where the law requires, in a given case, disclosure that content has been artificially generated or manipulated (in particular in relation to deep fake content), that obligation rests with the Client as the entity publishing the Content. At the Client's request, the Service Provider will prepare the Content together with the appropriate marking.
6. The Client warrants that the materials provided to the Service Provider for use in the Service do not infringe the rights of third parties.

§ 8. Confidentiality

1. The Client provides the Service Provider with the information necessary to provide the Service. The Service Provider treats all information and materials as confidential, except for those intended for dissemination.
2. The Client keeps confidential the information concerning the Service Provider, in particular the agreed commercial terms and the concepts and solutions presented by the Service Provider.

§ 9. Liability

1. Content prepared using artificial intelligence tools may contain errors or inaccuracies. The Client is obliged to verify the Content before publication; the Service Provider is not liable for the consequences of publishing Content that the Client has not verified.

2. The Client is liable for the lawfulness of the Content it decides to publish and for the manner of its use.
3. The Service Provider's liability under the Agreement is limited to actual damage and to the amount of the net fee paid by the Client for the last month of provision of the Service. This limitation does not apply to damage caused intentionally.
4. The Service Provider is not liable for unavailability of the Service resulting from causes attributable to external providers or from force majeure; in such a case it takes action to restore availability without undue delay.

§ 10. Personal data

1. The controller of Users' personal data (name and surname, business e-mail address, telephone number, login credentials) is the Service Provider. The data is processed in order to provide the Service, for settlements and for contact with the Client. Detailed information is set out in the privacy policy available at <https://neuron.pl/polityka-prywatnosci>.
2. The Service Provider has appointed a Data Protection Officer: Paweł Soproniuk, e-mail iod@neuron.pl.
3. If the Client enters into the Service personal data of which it is the controller, then upon conclusion of the Agreement the Client (as controller) entrusts that data to the Service Provider (as processor) within the meaning of Article 28(3) GDPR, for the term of the Agreement, for the purpose of providing the Service. The processing is continuous in nature.
4. The entrustment covers data in the following scope: name and surname, e-mail address, telephone number, company or newsroom name, position — concerning the following categories of persons: the Client's employees and associates, the Client's business partners, journalists and opinion leaders interested in the Client's subject matter.

5. The Service Provider, as processor:

- a) processes the data solely in accordance with the Client's documented instructions, including the Agreement,
- b) allows access to the data only to authorised persons, bound by a duty of secrecy and trained in data protection rules,
- c) applies the technical and organisational measures referred to in Article 32 GDPR,
- d) assists the Client in fulfilling data subjects' rights (Chapter III GDPR) and the obligations under Articles 32–36 GDPR,
- e) informs the Client of any data subject request within 48 hours, refraining from responding to the request — the response is given by the Client,
- f) informs the Client of any suspected personal data breach without undue delay and no later than within 24 hours of becoming aware of the suspicion, together with the necessary documentation,
- g) makes available to the Client the information necessary to demonstrate compliance with the obligations under Article 28 GDPR and allows audits announced at least 10 business days before the planned start date,
- h) after the end of the Agreement, deletes or returns the data, at the Client's choice, unless European Union or Member State law requires its storage.

6. The Client gives general authorisation (Article 28(2) GDPR) for the Service Provider to use further processors: providers of hosting, artificial intelligence tools and media monitoring. The current list is available at the Client's request. The Service Provider gives at least 14 days' notice of any intended change to the list; the Client may object and, if the objection is not upheld, terminate the Agreement before the change takes effect.

7. Data may be transferred outside the European Economic Area only with the safeguards required under Chapter V GDPR, in particular standard contractual clauses — this concerns in particular providers of artificial intelligence tools.

§ 11. Complaints

- 1. Complaints concerning the Service may be submitted by e-mail to neuron@neuron.pl, indicating the Client, a description of the problem and the expected way of resolving the matter.
- 2. The Service Provider responds to a complaint within 14 days of receiving it.

§ 12. Term and termination

- 1. Either Party may terminate the Agreement with 1 month's notice, effective at the end of a calendar month. Termination requires documentary form (including e-mail).
- 2. The Service Provider may terminate the Agreement with immediate effect in the event of a material breach of these Terms by the Client, in particular supplying unlawful content, sharing Accounts with third parties or failure to pay despite the demand referred to in § 6(5).

3. Upon termination of the Agreement, access to the Panel expires. § 10(5)(h) applies to the entrusted personal data.

§ 13. Changes to the Terms

1. The Service Provider may change these Terms for important reasons, in particular a change in the law, a change in the scope or manner of providing the Service, or for security reasons.
2. The Service Provider informs the Client of a change to these Terms by e-mail or in the Panel at least 14 days before it takes effect. A Client who does not accept the change may terminate the Agreement with effect as of the day preceding the date on which the change takes effect. Continued use of the Service after the change takes effect constitutes acceptance of it.

§ 14. Final provisions

1. Matters not governed by these Terms are subject to Polish law, in particular the provisions of the Civil Code.
2. The court having jurisdiction over disputes arising from the Agreement is the court having local jurisdiction over the Service Provider's registered office.
3. In relation to an entrepreneur who is a natural person and for whom the Agreement is not of a professional nature, neither § 9(3) nor point 2 above applies; generally applicable provisions of law apply in that respect.
4. These Terms are available at <https://panel.neuron.pl/regulamin> in a form that allows them to be downloaded, stored and printed.