

# AI LIABILITY WAIVER AND DISCLAIMER

csomaajna.com — OnBrandi Service

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## Document Information

Organization	Csoma Ajna Margaréta sole proprietor (Ajna Csoma Margaréta ev.)
AI System / Service	OnBrandi — AI-Powered Brand Intelligence Service
Effective Date	16 April 2026
Version	1.0
Last Updated	16 April 2026
Tax Number	56545827-1-43
Website	<a href="https://csomaajna.com">https://csomaajna.com</a>
Contact	hello@csomaajna.com

## Important Notice

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING ONBRANDI. BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.**

This AI Liability Waiver and Disclaimer ("Disclaimer") governs your use of artificial intelligence-powered features, services, and outputs provided by Csoma Ajna Margaréta ev. ("Provider", "we", "us", "our") through OnBrandi ("AI System").

## Section 1: Nature of AI Systems

### 1.1 Understanding AI Technology

By using OnBrandi, you acknowledge and understand that:

- **Probabilistic Nature:** AI systems generate outputs based on patterns learned from data rather than deterministic rules. The same input may produce different outputs at different times.
- **Training Data Limitations:** AI systems reflect patterns in their training data, which may be incomplete, contain errors, or reflect historical biases.
- **Knowledge Limitations:** AI systems have knowledge cutoff dates and may not have information about recent events, developments, or changes in brand standards or market context.
- **No True Understanding:** AI systems process language and data statistically without genuine comprehension, reasoning, or consciousness.
- **Evolving Technology:** AI technology is rapidly evolving, and system behaviour may change with updates and improvements to the underlying Claude model by Anthropic.

## 1.2 AI System Capabilities

OnBrandi is designed to:

- Generate brand content including copy, messaging, and tone-of-voice outputs aligned with a client's Brand Master File
- Review brand materials and provide consistency feedback against defined brand parameters
- Support brand decisions by applying a documented brand framework (Generate, Review, Decide)
- Serve as a brand intelligence layer installed into Claude by Anthropic for B2B business use

OnBrandi is NOT designed to:

- Provide legal, financial, medical, or regulated professional advice
- Replace human brand strategists or final human decision-making
- Function as an autonomous system without human review and approval
- Make binding business, hiring, credit, or compliance decisions
- Guarantee brand outcomes, market results, or commercial performance

## 1.3 Known Limitations

OnBrandi has the following known limitations:

- May generate plausible-sounding but factually incorrect information (“hallucinations”)
- May produce inconsistent responses to similar queries across sessions
- May not recognise ambiguity or missing context in brand briefs
- May exhibit biases present in the training data of the underlying Claude model
- May not fully understand nuanced, culturally specific, or highly specialised brand content
- May not perform well on edge cases or unusual brand scenarios outside its training
- Outputs may resemble content generated for other users; uniqueness cannot be guaranteed

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## Section 2: Disclaimer of Warranties

### 2.1 “As Is” Provision

THE AI SYSTEM AND ALL OUTPUTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

### 2.2 Disclaimer of Specific Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- Warranty of Accuracy: We do not warrant that AI outputs are accurate, complete, current, reliable, or error-free.
- Warranty of Fitness for a Particular Purpose: We do not warrant that OnBrandi outputs are fit for any particular commercial purpose, campaign, or brand objective.

- **Warranty of Non-Infringement:** We do not warrant that AI outputs will not resemble or infringe the intellectual property rights of third parties.
- **Warranty of Suitability:** We do not warrant that outputs are suitable for your specific brand, industry, audience, or market circumstances.
- **Warranty of Availability:** We do not warrant uninterrupted or error-free access to the AI System.

### **2.3 No Professional Advice**

ONBRANDI DOES NOT PROVIDE legal advice, medical advice, financial or investment advice, or any other licensed professional services. AI outputs do not substitute for professional judgment or licensed professional expertise.

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## **Section 3: Limitation of Liability**

### **3.1 Exclusion of Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CSOMA AJNA MARGARÉTA EV., ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY:

- Indirect, incidental, consequential, special, exemplary, or punitive damages
- Loss of profits, revenue, or income
- Loss of data or data corruption
- Loss of business or business opportunities
- Loss of goodwill, brand reputation, or market position
- Business interruption or cost of substitute goods or services
- Damages arising from reliance on AI-generated information or decisions made based on AI outputs
- Damages arising from errors, inaccuracies, or omissions in AI outputs

### **3.2 Cap on Liability**

TO THE EXTENT ANY LIABILITY CANNOT BE EXCLUDED, PROVIDER'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY THE CLIENT FOR THE ONBRANDI SERVICE IN THE 12 MONTHS PRECEDING THE CLAIM.

### **3.3 Jurisdictional Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or limitations of liability. In such jurisdictions, our liability is limited to the maximum extent permitted by applicable law. As a Hungarian sole proprietor operating under EU law, this Disclaimer is subject to Hungarian civil law and applicable EU regulations.

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## **Section 4: User Responsibilities and Acknowledgments**

### **4.1 User Responsibilities**

By using OnBrandi, you agree to:

- **Verify Outputs:** Review, verify, and validate all AI outputs before use, especially before publishing or distributing brand materials.
- **Exercise Judgment:** Apply your own professional judgment and brand expertise when using AI outputs.
- **Maintain Human Oversight:** Implement appropriate human review and approval for all consequential brand decisions.
- **Comply with Laws:** Use OnBrandi in compliance with all applicable laws and regulations, including the EU AI Act and GDPR.
- **Respect Rights:** Not use the AI System to infringe intellectual property rights or violate the rights of third parties.
- **Acknowledge Limitations:** Recognise and account for the AI System's limitations in your use of outputs.

## 4.2 User Acknowledgments

By using OnBrandi, you acknowledge that:

- You have read and understand this Disclaimer.
- You understand that AI outputs may be inaccurate, incomplete, or biased.
- Before the installation of Onbrandi, you were notified and understood what data was fed with Onbrandi, Onbrandi's training, its capabilities and limitations.
- You will not rely solely on AI outputs for important brand or business decisions.
- You are responsible for how you use AI outputs.
- You understand that similar outputs may be generated for other users.
- You accept the risks associated with using AI technology for brand intelligence purposes.

## 4.3 High-Risk Use Warning

ONBRANDI IS NOT DESIGNED OR INTENDED FOR USE IN:

- Medical diagnosis, treatment, or clinical decision-making
- Legal advice or decisions affecting legal rights
- Financial advice or investment decisions
- Safety-critical applications where failure could cause harm
- Decisions affecting employment, credit, housing, or insurance
- Emergency or life-threatening situations
- Autonomous systems without human oversight

If you use OnBrandi in any high-risk context, you do so entirely at your own risk and assume full responsibility for any consequences.

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# Section 5: Intellectual Property Disclaimers

## 5.1 Output Ownership

- AI-generated outputs may not be eligible for copyright protection under applicable law in all jurisdictions.

- You may not have exclusive rights to AI outputs, as similar outputs may be generated for other users.
- Provider makes no representations about your ability to claim or enforce intellectual property rights in AI outputs.

### 5.2 Third-Party Rights

- AI outputs may inadvertently resemble or incorporate elements of third-party copyrighted works.
- Provider does not warrant that AI outputs are free from third-party intellectual property claims.
- You are responsible for evaluating AI outputs for potential intellectual property issues before use or publication.

### 5.3 No Endorsement

References to third-party brands, products, services, or entities in AI outputs do not constitute endorsement. Provider is not affiliated with third parties mentioned in AI outputs unless explicitly stated.

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## Section 6: Data and Privacy

### 6.1 Data Processing

- Brand inputs, briefs, and materials provided to OnBrandi are processed through Anthropic's Claude API to generate outputs.
- You should not input sensitive personal data, confidential financial information, or special category data as defined under GDPR unless specifically authorised.
- Provider's data practices are governed by the csomaajna.com Privacy Policy available at <https://csomaajna.com/privacy-policy/>

### 6.2 Anthropic Data Handling

Inputs processed through OnBrandi are subject to Anthropic's data handling practices. For full details, see: <https://anthropic.com/privacy>

### 6.3 Data Retention

No client brand data is stored by csomaajna.com beyond the active service engagement. Data retention within Anthropic's systems is governed by Anthropic's privacy policy.

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## Section 7: Regulatory Compliance

### 7.1 EU AI Act

OnBrandi operates as a limited-risk AI system under the EU AI Act (Regulation (EU) 2024/1689). Outputs are AI-generated using Claude by Anthropic. Human review is required before any consequential use of outputs. Provider complies with applicable transparency obligations under the EU AI Act.

### 7.2 Automated Decision-Making

OnBrandi outputs are intended to support human decision-making, not replace it. If you use AI outputs for automated decision-making processes within your organisation, you may be subject to disclosure and other obligations under GDPR Article 22 and applicable EU AI Act provisions. You are solely responsible for compliance with automated decision-making regulations in your jurisdiction.

### 7.3 AI Literacy

Provider maintains appropriate AI literacy and competence in the use and deployment of Claude by Anthropic in accordance with EU AI Act Article 4 obligations applicable from 2 February 2025.

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## Section 8: Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CSOMA AJNA MARGARÉTA EV. AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM:

- Your use of OnBrandi
  - Your reliance on AI outputs without appropriate human review
  - Your violation of this Disclaimer
  - Your violation of applicable laws including the EU AI Act and GDPR
  - Your infringement of third-party rights through use of AI outputs
  - Claims by third parties related to your use of AI-generated brand materials
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## Section 9: Assumption of Risk

BY USING ONBRANDI, YOU VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH SUCH USE, INCLUDING BUT NOT LIMITED TO:

- Risks of inaccurate or misleading brand outputs
  - Risks of outputs resembling third-party content
  - Risks of decisions made based on AI outputs without human review
  - Risks of regulatory non-compliance in your jurisdiction
  - Business risks including reputational harm arising from use of AI-generated brand materials
  - Technical risks including system failures and errors in the underlying Claude model
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## Section 10: Specific Use Case Disclaimers

### 10.1 Brand Content Generation

If you use OnBrandi to generate brand content:

- Generated content may contain errors, biases, or material inconsistent with your brand standards.
- You are responsible for reviewing and editing all content before publication or distribution.
- You are responsible for ensuring content complies with applicable advertising and consumer protection laws.
- Generated content may resemble existing brand content in the market; verify distinctiveness before use.

## 10.2 Brand Review and Consistency Checking

If you use OnBrandi to review brand materials:

- Review outputs reflect the parameters set in your Brand Master File and may not capture all brand nuances.
- You should apply your own professional judgment alongside AI review outputs.
- Provider does not guarantee that AI-reviewed materials will meet regulatory, legal, or client approval requirements.

## 10.3 Brand Decision Support

If you use OnBrandi for brand decision support:

- AI outputs are decision support tools, not binding recommendations.
- All final brand decisions remain the sole responsibility of the client.
- Provider excludes all liability for business outcomes arising from brand decisions informed by OnBrandi outputs.

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# Section 11: Modifications and Updates

Provider reserves the right to modify this Disclaimer at any time. Modifications will be effective upon posting to <https://csomaajna.com/ai-transparency> or notification via [hello@csomaajna.com](mailto:hello@csomaajna.com). Your continued use of OnBrandi after modifications constitutes acceptance of the modified Disclaimer. You are responsible for reviewing this Disclaimer periodically for changes.

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# Section 12: General Provisions

## 12.1 Governing Law

This Disclaimer is governed by the laws of Hungary and applicable European Union regulations, without regard to conflict of law principles. The parties submit to the jurisdiction of the courts of Hungary for any disputes arising from this Disclaimer.

## 12.2 Dispute Resolution

Any dispute arising from this Disclaimer or your use of OnBrandi shall be resolved by litigation in the competent courts of Hungary, or through mediation if both parties agree.

## 12.3 Severability

If any provision of this Disclaimer is found unenforceable under applicable law, the remaining provisions shall continue in full effect.

#### 12.4 Entire Agreement

This Disclaimer, together with the csomaajna.com Privacy Policy and any applicable service agreement, constitutes the entire agreement regarding liability and disclaimers for the OnBrandi AI System.

#### 12.5 Contact

For questions about this Disclaimer, contact:

Csoma Ajna Margaréta ev.

Email: [hello@csomaajna.com](mailto:hello@csomaajna.com)

Website: <https://csomaajna.com>

LinkedIn: <https://www.linkedin.com/in/csomaajna/>

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## Section 13: Acknowledgment and Acceptance

### 13.1 Acceptance

By accessing or using OnBrandi, you:

- Acknowledge that you have read and understood this Disclaimer
- Agree to be bound by this Disclaimer
- Represent that you have the authority to accept this Disclaimer on behalf of your organisation
- Confirm that you accept the limitations and disclaimers herein

## Appendix: Key Disclaimers at a Glance

Category	Key Disclaimer
Accuracy	Outputs may contain errors; verify before use
Warranties	Provided "AS IS" without warranties
Liability	Limited to fees paid in the 12 months preceding the claim
Professional Advice	Not legal, medical, or financial advice
IP Rights	No guarantee of copyright protection or exclusivity
High-Risk Use	Not intended for safety-critical or regulated decisions
User Responsibility	You are responsible for how you use outputs
EU AI Act	Limited-risk system; human review required
Data	Inputs processed via Anthropic's API; see <a href="https://anthropic.com/privacy">anthropic.com/privacy</a>

*This document was prepared for csomaajna.com and OnBrandi by Ajna Csoma. It is recommended that you have this document reviewed by qualified legal counsel familiar with Hungarian civil law and EU AI Act obligations before formal deployment.*