

# TERMS OF SERVICE

(PUBLIC OFFER)

Last updated: 25.03.2026

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These Terms of Service ("Terms") constitute a legally binding agreement between you ("User", "you") and **OptiLayer GmbH** ("Company", "we", "us", or "our") governing your access to and use of the OptiLayer AI service available at [www.optilayer.com](http://www.optilayer.com) (the "Service").

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, you must not use the Service.

## 1. Description of the Service

The Service provides an artificial intelligence (AI)-assisted system for the design, analysis, and optimization of multilayer optical coatings. The Service integrates computational physics models and third-party AI systems to generate design suggestions, simulations, and analytical outputs.

The Service is intended for research, engineering assistance, and informational purposes only.

## 2. Beta Status

The Service may be provided in beta or experimental form. You acknowledge that:

- the Service may contain bugs, errors, or incomplete features;
- functionality may change without notice;
- outputs may be inaccurate or unreliable.

Use of the Service is at your own risk.

## 3. AI and Computational Disclaimer

The Service utilizes artificial intelligence and numerical simulation tools. You acknowledge and agree that:

- outputs are generated algorithmically and may contain errors, inconsistencies, or approximations;
- results are not guaranteed to be accurate, complete, or suitable for any specific purpose;
- identical inputs may produce different outputs;
- AI-generated responses may be incomplete or incorrect.

The Service does not provide professional, engineering, or manufacturing certification.

## 4. Engineering and Manufacturing Disclaimer

The Service is not a substitute for professional optical design validation, experimental verification, or manufacturing qualification.

You are solely responsible for:

- validating all designs and calculations;
- verifying suitability for fabrication and real-world use;
- ensuring compliance with applicable technical standards.

The Company shall not be liable for any losses, damages, or defects arising from the use of generated designs in production or engineering workflows.

## 5. User Responsibilities

You agree to:

- use the Service only for lawful purposes;
- provide accurate and complete inputs;
- independently verify all outputs before relying on them;
- not use the Service in safety-critical or high-risk applications without independent validation.

## 6. User Data and Inputs

You retain ownership of any data, inputs, or designs submitted to the Service ("User Content").

By using the Service, you grant the Company a non-exclusive, worldwide, royalty-free license to:

- process User Content for the purpose of providing the Service;
- improve system performance and reliability (unless otherwise agreed).

## 7. Third-Party Services

The Service may rely on third-party providers, including AI model providers and cloud infrastructure.

By using the Service, you acknowledge that:

- your inputs and data may be transmitted to such third-party services;
- such services are governed by their own terms and privacy policies;
- the Company is not responsible for the performance or availability of third-party systems.

## 8. Intellectual Property

All rights, title, and interest in and to the Service (excluding User Content) remain the exclusive property of the Company.

You may not:

- copy, modify, or reverse engineer the Service;
- attempt to extract source code or underlying models;
- use the Service to develop competing systems.

## 9. Usage Restrictions

You agree not to:

- misuse, overload, or disrupt the Service;
- attempt unauthorized access;
- use automated systems to access the Service without permission;
- use the Service for unlawful or harmful activities.

## 10. Limitation of Liability

To the maximum extent permitted by law:

- the Service is provided "as is" and "as available";
- the Company makes no warranties of any kind;
- the Company shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of data, profits, or business opportunities.

In no event shall the Company's total liability exceed the amount paid by you (if any) for use of the Service.

## 11. Indemnification

You agree to indemnify and hold harmless the Company from any claims, damages, or liabilities arising from:

- your use of the Service;
- your reliance on generated outputs;
- your violation of these Terms.

## 12. Termination

The Company may suspend or terminate your access to the Service at any time, with or without notice, including in cases of misuse or violation of these Terms.

## 13. Modifications

The Company reserves the right to modify these Terms at any time. Continued use of the Service constitutes acceptance of the updated Terms.

## 14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Germany.

## 15. Contact Information

If you have any questions regarding these Terms, please contact: [info@optilayer.com](mailto:info@optilayer.com)

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**By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.**

OptiLayer GmbH | [www.optilayer.com](http://www.optilayer.com) | [info@optilayer.com](mailto:info@optilayer.com)

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