# Terms and Conditions of Service

Effective 8 November 2026 · Last updated 8 November 2026

Applies to the Buzzmark application and the website at buzzmark.ai. Replaces the Website Terms of Use, version 1.0.0.

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> **Please read these Terms before using Buzzmark.** By creating an account, buying a subscription, or using the Services, you agree to these Terms. If you do not agree, do not use the Services.

## 1. The Company and scope of these Terms

### 1.1 Who you are contracting with

These Terms govern your use of the Buzzmark application (the "App"), the website at buzzmark.ai (the "Website") and related digital services (together, the "Services"), which are operated by **Piik Labs AB**, organisation number 559577-8506, Box 691, 414 52 Göteborg, Sweden (the "Company", "we", "us", "our").

### 1.2 Which product these Terms cover

Buzzmark is a Piik Labs brand. The Company operates other products under separate brands. These Terms apply only to Buzzmark, and nothing in them creates rights or obligations in relation to other Piik Labs products.

### 1.3 Contact

For all legal and compliance matters, contact us at legal@buzzmark.ai. Full contact details are in section 20.

## 2. Acceptance and eligibility

By using the Services, you confirm that:

- You are at least 18 years of age and have the legal capacity to enter into a binding agreement;
- You have read and agree to these Terms and our Privacy Policy; and
- If you use the Services on behalf of a business or other organisation, you have authority to bind it to these Terms. "You" then means both you and that organisation.

The Services are built mainly for businesses and professionals, and individuals are welcome to use them too. If you use them as a consumer, the consumer rights described in these Terms apply to you.

## 3. The Services

### 3.1 What we offer

Buzzmark helps you plan, write, publish and measure social media content for your business, including:

- Brand profiles that learn how your business sounds;
- Writing, rewriting and pictures made by Buzz, our AI writer;
- Scheduling and publishing to the social media accounts you connect;
- Analytics and comments for your posts;
- Research on competitors, topics and news;
- Access for the AI apps you connect.

### 3.2 Features marked Coming soon or Beta

Features marked “Coming soon” are not part of the Services until we make them available, and plan descriptions that list them do not promise a date. Features marked “Beta” are provided as they are, may change or end without notice, and do not carry the availability or quality commitments of the rest of the Services.

### 3.3 Service availability

We aim to provide uninterrupted access to the Services but do not guarantee continuous, error-free availability. The Services may be temporarily unavailable due to maintenance, technical issues, or circumstances beyond our control. We will give advance notice of planned downtime where possible.

## 4. Your account

### 4.1 Registration

To use the App you must create an account with a valid email address. You agree to provide accurate information and to keep it up to date.

### 4.2 Account security

You sign in with one-time codes sent to your email address, so access to that mailbox is access to your account. You are responsible for keeping it secure, and for all activity under your account, including activity by the AI apps and API keys you connect (section 10). Tell us at once at support@buzzmark.ai if you suspect unauthorised access. We are not liable for losses arising from your failure to protect your account, save where such losses result from our own negligence.

### 4.3 Deleting your account

You may delete your account at any time in Settings → Account → Delete account. Your account closes at once: your subscription is cancelled as described in section 6.5, scheduled posts are not published, and the social media accounts you connected are disconnected. If you sign in again within 30 days, the deletion is cancelled and your account is restored. After 30 days we delete your data as described in our Privacy Policy.

## 5. Connected social media accounts

### 5.1 Connecting an account

When you connect a social media account, you authorise us and our publishing provider to access it and to publish, schedule and read content on it as you instruct through the Services. You confirm that you own the account or are authorised to manage it.

### 5.2 Platform terms

Your use of each platform remains subject to that platform's own terms and policies, which you agree to follow: X, Meta (Facebook, Instagram and Threads), LinkedIn and TikTok. Where a platform asks you to confirm something when you post, such as TikTok's Music Usage Confirmation or Branded Content Policy, that confirmation is between you and the platform.

### 5.3 Publishing is not guaranteed

Platforms decide what they accept. A post can be rejected, delayed or changed by a platform, or fail because an account was disconnected, a permission was revoked, or a platform changed or ended its service. We tell you in the App when a post fails, but we are not responsible for a platform's decisions, outages or changes, or for action a platform takes against your account.

### 5.4 Disconnecting

You can disconnect an account at any time in the App or on the platform. Posts scheduled for that account will then not be published.

### 5.5 Automated actions

After a post goes out, we can repost it, reply to it or post it again on your account. We do this only for a post where you switched it on, as you set it, and we stop as soon as you switch it off. We keep a record of when you agreed to each kind of action.

## 6. Subscriptions, trials and payments

### 6.1 Plans and allowances

Most of the App requires a paid plan. Each plan includes monthly allowances, such as the number of brands, connected accounts, posts Buzz writes for you, pictures and research runs, shown on our pricing page and in the App before you buy. Allowances reset at the start of each billing month and do not carry over. If you move to a plan with lower limits, everything you already have stays, but you cannot add more until you are within the new limits.

### 6.2 Prices, billing and taxes

Plans are billed monthly or yearly in advance through Stripe, in US dollars or, inside the EU, in euros. Elsewhere Stripe may show and charge a converted amount in your local currency, which includes Stripe's conversion fee. **Prices exclude VAT**, which is added at checkout where it applies. A valid EU business VAT number means reverse charge. Your subscription renews automatically at the end of each billing period until you cancel it.

### 6.3 Free trial

New customers get a 7-day free trial. You add a card when the trial starts and nothing is charged until it ends. Unless you cancel before the end of the 7 days, the trial converts to the plan you chose and your card is charged at that point. The trial is available once per customer.

### 6.4 Launch prices and other offers

A launch price or other offer applies for the time stated with it, and your subscription then continues at the regular price unless you cancel. If you change plan or billing period while the offer is open, the offer moves with you to the new plan for the rest of that time. After the offer has closed, a change of plan or billing period ends it. It also ends if you cancel, and cannot be claimed again once it has closed. Offers cannot be combined.

### 6.5 Cancellation

You can cancel at any time in Settings → Billing. Cancellation takes effect at the end of the current billing period, and you keep your plan until then. Cancelling during the trial costs nothing.

### 6.6 Refunds and right of withdrawal

Payments for a billing period that has started are not refundable, except as set out below or where the law requires it.

**Consumers in the EU/EEA** have a statutory right to withdraw from the contract within 14 days, under the Swedish Distance Contracts Act (lag (2005:59) om distansavtal och avtal utanför affärslokaler). The 14 days start on the day the contract is concluded, which is the day you start your trial, or the day you buy a plan if you have no trial. To withdraw, tell us at support@buzzmark.ai within that period.

When you buy, you ask us to start the Services right away. If you then withdraw, you pay for the paid days you have used up to the day you withdraw, and we refund the rest within 14 days. The trial is free.

**Business customers** have no right of withdrawal. A purchase made for a business, trade or profession, including any purchase with a business VAT number, is a business purchase.

Nothing in this section limits or waives your mandatory rights under Swedish or EU consumer law.

### 6.7 Price changes

We will give you at least 30 days' notice of any price increase before your next renewal. A price increase never applies to a period you have already paid for. If you do not accept the new price, you may cancel before it takes effect.

### 6.8 Failed payments

If a payment fails, Stripe retries it and you keep your plan in the meantime. You can update your card in Settings → Billing. If the last retry fails, your plan ends. Your data stays in your account and you can buy a plan again at any time.

## 7. AI features and AI-generated content

### 7.1 Buzz is an AI

Buzz is an artificial intelligence system, not a person, in accordance with Article 50 of Regulation (EU) 2024/1689 (the AI Act). What Buzz writes and makes is produced automatically from your instructions, your content and your brand profile, and is not reviewed by a person before it reaches you.

### 7.2 You review what you publish

AI output can be inaccurate, incomplete, out of date, or similar to content made for others. Buzz drafts; you decide what is published. You are responsible for checking anything before you publish it, including facts, prices, claims about products, and the rights to anything it shows.

### 7.3 Labelling AI content

Pictures made with AI are marked “Made with AI” in the App and carry provenance metadata from the model provider. Where the law or a platform requires you to disclose that content was made or altered with AI, you are responsible for doing so when you publish it.

### 7.4 Who owns the output

As between you and us, you own what Buzz makes for you, to the extent the law allows anyone to own it, and you may use it for any lawful purpose. We do not claim rights in it beyond the licence in section 8.2.

## 8. Your content

### 8.1 You own your content

Everything you add to the Services, including posts, images, videos, product photos, your brand profile and your instructions, and what Buzz makes for you (together, “Your Content”), remains yours.

### 8.2 Licence to the Company

You grant the Company a non-exclusive, worldwide, royalty-free licence to host, store, copy, process, adapt and transmit Your Content, including to the platforms and AI apps you connect and to our service providers, solely to provide the Services to you. This licence ends when you delete Your Content or your account, except for copies held in backups for a limited period. We do not use Your Content to advertise, and we do not sell it.

### 8.3 Your responsibilities

You are responsible for Your Content and for what you publish. You confirm that you have all the rights and permissions it needs, including the right to use the photos, logos and trade marks you upload, and the consent of any person who can be identified in it. You may only ask us to read websites that you own or are entitled to have read for your brand. Research about third parties is for your own planning, and you are responsible for how you use it.

## 9. Acceptable use

You must not use the Services to:

- Break the law, or the terms and policies of a platform you publish to;
- Send spam, run fake engagement, or artificially amplify content, including through accounts you are not entitled to manage;
- Publish content that is defamatory, harassing, hateful, sexually explicit, violent, or that infringes anyone's intellectual property or privacy;
- Mislead people, including with false claims about products, impersonation, or realistic images of real people or events that did not happen, without making clear they were made with AI;
- Create anything that sexualises or exploits minors;
- Generate content in breach of the usage policies of our AI providers, which you agree to follow: Anthropic and OpenAI;
- Attempt to gain unauthorised access to the Services, probe or test their security without our prior agreement, or interfere with their operation;
- Get around plan limits, allowances or rate limits, or overload our infrastructure;
- Scrape, copy or extract data from the Services by automated means, except through the AI app connections and API keys we provide;
- Reverse engineer the App, except to the extent applicable law permits it despite this restriction;
- Resell, sublicense or commercially exploit the Services without our prior written consent, or use them or their output to build a competing service or to train AI models.

**Security reports are welcome.** If you find a vulnerability, tell us at legal@buzzmark.ai rather than exploiting or publishing it, and we will not treat a good-faith report as a breach of these Terms.

Breach of this section may lead to suspension or termination under section 16, and may be reported to the authorities where appropriate.

## 10. AI apps and API keys

You can connect AI apps, such as Claude or ChatGPT, and create API keys to work with your account. Anything they do with your authorisation is done on your behalf and counts as your use of the Services, including against your plan's allowances. Your use of an AI app is governed by its provider's own terms. You can disconnect an app or revoke a key at any time in Settings, and we may limit or revoke access that breaches these Terms or puts the Services at risk.

## 11. Intellectual property

### 11.1 Our intellectual property

The Services, including the software, design, text, graphics, and the Buzzmark name and logo, are the property of Piik Labs AB or its licensors and are protected by Swedish and international intellectual property laws. Your Content is not.

### 11.2 Limited licence

We grant you a limited, non-exclusive, non-transferable, revocable licence to use the Services for your business in accordance with these Terms.

### 11.3 Third-party names and logos

Names, logos and trade marks of other companies' products and services shown in the Services, such as social media platforms and AI apps, belong to their respective owners. We use them only to identify those products and services and how they work with Buzzmark. Their use does not imply endorsement, sponsorship, affiliation or partnership.

### 11.4 Feedback

If you send us feedback or suggestions about the Services, we may use them for any purpose without compensation or attribution to you.

## 12. Privacy and personal data

### 12.1 Our Privacy Policy

How we process your personal data as a controller is described in our Privacy Policy, which forms part of these Terms by reference.

### 12.2 Personal data we process for you

Where Your Content or your connected accounts contain personal data about other people, you are the controller and the Company is your processor under Article 28 GDPR. For that data, the Company:

- Processes it only to provide the Services, on your documented instructions, which are these Terms and how you use the Services;
- Ensures that everyone authorised to process it is bound by confidentiality;
- Protects it with the security measures described in our Privacy Policy;
- Uses the sub-processors listed in our Privacy Policy, which you authorise, under terms that protect the data as these do, and informs you of changes through the Privacy Policy so that you can object;
- Helps you, where it can, to answer requests from the people concerned and to meet your obligations on security, breaches and impact assessments;
- Tells you without undue delay after becoming aware of a personal data breach affecting it;
- Deletes it when you delete it or your account, unless the law requires us to keep it; and
- Makes available the information needed to show compliance with Article 28, and allows for and contributes to reasonable audits on request.

You are responsible for having a lawful basis for the data you give us and for the notices you give the people concerned.

## 13. Third-party services

The Services work with third parties, including social media platforms, AI providers, Stripe for payments, and the AI apps you connect. They have their own terms and privacy policies, and your use of them is subject to those terms. We are not responsible for third-party services we do not control. The providers we use, and what each of them processes, are listed in our Privacy Policy.

## 14. Disclaimers and limitation of liability

> **Your rights as a consumer come first.** Nothing in this section, or anywhere else in these Terms, excludes or limits any liability that cannot lawfully be excluded or limited. This includes liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, and your mandatory statutory rights under Swedish and EU consumer protection law. Everything that follows applies only to the extent permitted by law, and is subject to this paragraph.

### 14.1 “As is” provision

To the fullest extent permitted by law, the Services are provided “as is” and “as available”, without warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement. This does not affect a consumer's statutory rights under Directive (EU) 2019/770 on digital content and digital services if the Services are not as described or not fit for purpose.

### 14.2 No guarantee of results

We do not guarantee any particular reach, engagement, followers, leads or sales from using the Services. Results depend on factors outside our control, including the platforms and your audience.

### 14.3 Limitation of liability

Subject to the opening paragraph of this section, the Company and its officers, directors, employees and agents are not liable for:

- Any indirect, incidental, special or consequential loss;
- Any loss of profit, revenue, business, goodwill or anticipated savings;
- Loss of or damage to data that a reasonable backup by you would have prevented;
- The acts or omissions of platforms and other third parties, including a post they reject, delay or remove.

Subject again to the opening paragraph, our total liability to you for all claims arising under or in connection with these Terms will not exceed the greater of (a) the amount you paid us for the Services in the twelve (12) months before the claim, or (b) EUR 100. This cap does not apply to liability arising from our intent or gross negligence, or to any liability that cannot be limited under mandatory law.

## 15. Indemnification

If you use the Services in the course of a business, you agree to indemnify the Company and its officers, directors, employees and agents against third-party claims, losses and reasonable legal costs arising from

Your Content, from what you publish through the Services, or from your breach of these Terms or of a platform's terms, in each case to the extent caused by your intentional act or negligence.

If you are a consumer, this section does not apply to you. Your liability to us is governed by ordinary Swedish law.

## 16. Suspension and termination

### 16.1 Termination by the Company

We may suspend or terminate your account if you materially breach these Terms, use the Services fraudulently or in a way that puts the Services or others at risk, or where the law requires it. Except where a breach is serious or immediate action is required, we will give you notice, tell you the reason, and give you a reasonable opportunity to put things right first.

If we terminate your account for a reason other than your breach, we will refund the unused part of the period you have paid for.

### 16.2 Effect of termination

When your account ends, your right to use the Services ends, scheduled posts are not published, and we delete your data as described in our Privacy Policy. Export anything you want to keep before then. Sections that by their nature should survive, including 8.3, 11, 14, 15 and 18, survive termination.

### 16.3 Termination by you

You may end these Terms at any time by cancelling your subscription and deleting your account (sections 4.3 and 6.5).

## 17. Changes to the Services and these Terms

We improve the Services continuously and may add, change or remove features. If we remove a feature that is a material part of your plan, we will tell you in advance, and you may cancel and receive a refund of the unused part of the period you have paid for.

We may change these Terms. For material changes, we will give you at least 30 days' notice by email or in the App before they take effect, and tell you what is changing. Changes are not retroactive and do not affect a period you have already paid for. If you do not accept a change, you may cancel before it takes effect. Continued use of the Services after that date means you accept the new Terms.

## 18. Governing law and dispute resolution

### 18.1 Governing law

These Terms and any dispute arising out of or in connection with them, including non-contractual disputes, are governed by the laws of Sweden, without regard to its conflict of law principles.

### 18.2 Jurisdiction

Disputes are subject to the jurisdiction of the Swedish courts, with Stockholms tingsrätt as the court of first instance. If you are a consumer resident in the EU/EEA, this does not deprive you of the protection of the mandatory law of your country of residence, and you may also bring proceedings in the courts of that country.

### 18.3 Complaints and alternative dispute resolution

If you have a complaint, contact us first at legal@buzzmark.ai. We aim to respond within 14 days.

If you are a consumer and we cannot resolve your complaint, you may refer it to the Swedish National Board for Consumer Disputes (Allmänna reklamationsnämnden, ARN), Box 174, 101 23 Stockholm, arn.se. We will engage with ARN proceedings and give its recommendations serious consideration. If you live in another EU/EEA country, the European Consumer Centre in Sweden (ECC Sverige) can help with cross-border complaints: konsumenteuropa.se.

## 19. General provisions

- **Entire agreement:** these Terms and our Privacy Policy are the entire agreement between you and the Company about the Services.
- **Severability:** if a provision is found invalid or unenforceable, it is modified to the minimum extent needed, or removed, and the rest continues in force.
- **Waiver:** our failure to enforce a provision is not a waiver of it.
- **Assignment:** you may not transfer your rights or obligations under these Terms without our written consent. We may transfer ours, including in a merger, acquisition or sale of assets, provided your rights are not reduced.
- **Force majeure:** we are not liable for failure or delay caused by events beyond our reasonable control, including platform outages, failures of third-party infrastructure, cyberattacks and acts of government.
- **Language:** these Terms are provided in English, and the English version prevails over any translation to the extent the law permits.
- **Electronic communications:** you agree to receive communications from us by email and in the App, and that they satisfy any requirement for written communication.

## 20. Contact information

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|---|---|
| **Legal entity** | Piik Labs AB |
| **Organisation number** | 559577-8506 |
| **VAT number** | SE559577850601 |
| **Registered with** | Bolagsverket, Sweden |
| **Address** | Box 691, 414 52 Göteborg, Sweden |
| **Support** | support@buzzmark.ai |

| | |
|---|---|
| **Legal and compliance** | legal@buzzmark.ai |
| **Privacy matters** | privacy@buzzmark.ai |
| **Website** | buzzmark.ai |

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