



Usage rules of Chiquita's Gen AI platform ("Platform")

1. The Chiquita Gen AI platform is an artificial intelligence tool designed to assist users in generating unique images incorporating Chiquita's brand elements.
2. All Users must be aged 18 or over. By entering the Platform, Users confirm that they are over 18 years of age.
3. By submitting an entry to the Platform, each User unconditionally accepts and agrees to these Terms and Conditions and warrants that his/her entry complies with all requirements set out in these Terms and Conditions.
4. Access to the internet is required to enter the Platform.
5. To enter Users shall:
 - (a) Access the following website: <https://www.chiquita.com/gen-ai-usa> (the "Website");
 - (b) fill in the online form ("Form") with the information requested (nickname);
 - (c) read and accept these Terms and Conditions;
 - (d) click on "Enter" to start the image generation flow;
 - (e) on the following screen select an emoji from a designated list
 - (f) on the next screen select another emoji from a separate list of icons
 - (g) on the following screen select the desired image style
 - (h) click on "Generate Artwork"
 - (i) The Platform translates these user choices into a prompt from Open AI's Dall-E 3 image generation system
 - (j) Dall-E 3 then processes the prompt and generates an image accordingly
 - (k) The Platform presents two different the generated images to the user offering a few options
 - a. View or download the image in standard format
 - b. view or download the image in a sticker layout format
 - (l) the User can then choose to restart the process by returning to the homepage or closing the page putting an end to the experience
6. Users may enter the Platform as many times as they wish, while it is active.
7. Users only receive rights to use the Platform as explicitly granted in this Terms and Conditions.
8. Users shall not, and shall not permit other Users to: (a) use the Platform or its Services or Content (as defined below) in a manner that violates any applicable laws or OpenAI Policies; (b) use the Platform or the Services or Customer Content in a manner that infringes, misappropriates, or otherwise violates any third party's rights; (c) send Chiquita and/or OpenAI any personal information of children under 13 or the applicable age of digital consent or allow minors to use our Services without consent from their parent or guardian; (d) reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of the Platform or Services, algorithms, and systems of the Platform or e Services (except to the extent these restrictions are contrary to applicable law); (e) use Output (as defined below) to develop any artificial intelligence models that compete with our products and services. However, Users can use Output to (i) develop artificial intelligence models



primarily intended to categorize, classify, or organize data (e.g., embeddings or classifiers), as long as such models are not distributed or made commercially available to third parties and (ii) fine tune models provided as part of the Platform or Services; (f) use any method to extract data from the Platform or Services other than as permitted through the APIs; or (g) buy, sell, or transfer API keys from, to or with a third party.

9. Content. The content is AI-generated. Users may provide input to the Platform and Services (“Input”) and receive output from the Platform and Services based on the Input (“Output”). We call Input and Output together “Content.” To the extent permitted by applicable law, Chiquita (a) retains all ownership rights in Input and (b) own all Output. Users hereby assign to Chiquita all our right, title, and interest, if any, in and to Output. Users understand and agree that the Chiquita and any of its affiliates shall have the right, where permitted by law, to review, print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, any information contained in or associated in any way with the Users’ entry, including without limitation, the User’s nickname and any information for news, publicity, information, trade, advertising, public relations, and/or promotional purposes without any further consideration, compensation, notice, review, or consent. Furthermore, by using the Platform Users represent and warrant that their entry does not violate any third party’s proprietary or intellectual property rights
10. User’s obligations for Content. Users are responsible for all Input and represent and warrant that they have all rights, licenses, and permissions required to provide Input to the Platform and/or Services. Users are solely responsible for all use of the Outputs and evaluating the Output for accuracy and appropriateness for each use case, including by utilizing human review as appropriate. When using the Platform:
 1. Users shall comply with applicable laws
 2. Users shall not use Services or Platform to harm themselves or others or engage in unauthorized activities that violate the security of any service or system.
 3. Don’t repurpose or distribute output from the Platform to harm others;
 4. Respect the Platform’s safeguards;
 5. Users shall not compromise the privacy of others;
 6. Users shall not perform or facilitate the following activities that may significantly impair the safety, wellbeing, or rights of others;
 7. Users shall not misuse our platform to cause harm by intentionally deceiving or misleading others;
 8. Users shall not create Content that may be inappropriate for minors or depicts or promotes graphic violence, discrimination, or contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content, at the sole discretion of Chiquita. Chiquita may, at its sole discretion, request the removal and/or remove or delete from the Platform and/or from any media any Content and/or generated images that violate these Terms and Conditions.
11. Similarity of Output. Users acknowledge that due to the nature of the Services and artificial intelligence generally, Output may not be unique and other users may receive similar content from the Platform and Services.
12. Chiquita shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming



associated with or utilized in the Platform or by any technical or human error which may occur in the processing or transmission of the entries. Chiquita assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

13. Any Services related to the Platform are provided “as is” and Chiquita and its affiliates hereby disclaim all warranties, express or implied, including all implied warranties of merchantability, fitness for a particular purpose and title, noninfringement, or quiet enjoyment, and any warranties arising out of course of dealing or trade usage. Despite anything to the contrary, Chiquita makes no representations or warranties (a) that use of the Services will be uninterrupted, error free, or secure, (b) that defects will be corrected, or (c) that Content will be accurate.
14. Limitation of liability: Users agree that Chiquita has no liability to Users or any third parties for material and/or legal deficiencies in the Platform and/or Services and/or any aspect and/or element related or linked with them.
15. These Terms & Conditions are governed by the laws of the country of residence of the User. Should any of these conditions be or become invalid, the validity of the remaining terms and conditions shall remain unaffected.
16. Chiquita reserves the right to amend, cancel, terminate, modify, or suspend the access to the Platform at any time and without prior notice.

Chiquita: Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland.

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