

Terms and Conditions of Use, Limitations of Liability, and Privacy Statement

This document governs the relationship between users of the AI Agents developed by Rogalski Damaschin Public Relations (the “Agency”, hereinafter abbreviated as “RDPR”), together with its affiliates, under the general technical and legal terms made available by the Webflow, OpenAI, and Stripe platforms, as described [here](#), [here](#) and [here](#).

PR Crisis Consultant (hereinafter abbreviated as “PRCC”) is an AI agent trained by the communications agency Rogalski Damaschin Public Relations on the OpenAI / ChatGPT platform, with the purpose of helping public relations professionals prepare for real or simulated situations, or form their own opinion in resolving, using field-specific tools, real business crisis situations encountered in their professional activity.

Definitions and Descriptions

The definitions and descriptions below are provided for context and clarity, as follows:

Key Authorities and Definitions

- Institute for Crisis Management (ICM): Defines a business crisis as a significant, unexpected disruption that triggers intense negative media coverage and rigorous public scrutiny.
- Timothy Coombs (Crisis Expert): Defines crisis communication as managing the “perception of an unpredictable event that threatens important stakeholder expectations and can seriously affect an organization’s performance.”
- Public Relations Society of America (PRSA): Defines crisis communication as the process of protecting and defending an individual, company, or organization facing a public challenge to its reputation.

Key Characteristics of a PR Crisis

- Surprise: Crises often arise unexpectedly.
- High Impact: They represent an existential threat to reputation or brand value.
- Short Response Time: They require immediate action, 24/7.
- Loss of Control: Intense public/media scrutiny often causes a loss of control over the narrative.

Common Causes (Types of Crisis)

- Product Failure/Recall: Dangerous or defective products.
- Ethical Misconduct / Illegal Conduct by Management or Employees: Ethical or legal scandals.

- Data Breach / Cyberattack: Loss of sensitive consumer data.
- Social Media Backlash: Negative sentiment that spreads rapidly, often virally.
- Operational Disaster: Natural disasters, accidents, or supply chain failures.

The Difference Between an Issue and a Crisis

A PR crisis is distinct from an “issue”, which is a trend or situation that can be managed proactively. A crisis, by contrast, requires immediate, reactive, and intensive management in order to limit damage.

AI Agent and User of the AI Agent

For the purposes of this document, a user of our AI agent is a natural person who defines the objectives, constraints, and tools for the autonomous software system and also provides the AI Agent, for processing, with specific information regarding the issue raised in the conversation with the AI Agent. Unlike traditional, passive AI tools, which require constant step-by-step guidance, an AI agent acts on the user’s behalf, initiating actions and making decisions in order to achieve a desired outcome, namely written advice based on professional resources on which the AI Agent has been previously trained.

Validation and Limitation of Liability

Validation of Solutions

At all times, after formulating a solution, an opinion, or draft wording for PR documents, the user may contact a consultant of RDPR to discuss the crisis situation raised in the discussion with the AI Agent and to validate or invalidate the course of action proposed by the AI Agent.

Limitation of Liability

The PRCC AI Agent is not designed to replace its users’ sound judgment and decision-making in resolving communication crisis situations, as described above. From this perspective, responsibility for decisions, communications, drafted and published documents, as well as for all actions undertaken by users following use of the PRCC AI Agent, rests entirely with such users.

Principles for the Use of AI Tools

Taking the foregoing into account, the RDPR Agency subscribes to and supports the following principles for the use of AI tools, including, implicitly, the PRCC AI Agent, as described [here](#):

1. Protecting People

Everyone has the right to safety and security. Therefore, it is not permitted to use our services for:

- threats, intimidation, harassment, or defamation;
- promoting or facilitating suicide, self-harm, or eating disorders;
- sexual violence or non-consensual intimate content;
- terrorism or violence, including hate-based violence;
- the development, acquisition, or use of weapons, including conventional weapons or CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosive) weapons;
- illicit activities, goods, or services;
- destroying, compromising, or infringing another person's system or property, including malicious or abusive cyber activities or attempts to violate the intellectual property rights of others;
- real-money gambling;
- providing personalized advice that requires a license, such as legal or medical advice, without the appropriate involvement of a licensed professional;
- unsolicited safety testing;
- circumventing our safeguards;
- national security or intelligence purposes without our review and approval.

2. Respecting Privacy

People have the right to privacy. Therefore, we do not permit attempts to compromise the privacy of others, including by aggregating, monitoring, profiling, or distributing private or sensitive personal information without authorization. It is also not permitted to use our services for:

- facial recognition databases without the data subject's consent;
- real-time remote biometric identification in public spaces;
- using a person's image, including a photorealistic image or that person's voice, without that person's consent, in ways that could create confusion as to authenticity;
- evaluating or classifying individuals based on their social behavior, personal traits, or biometric data (including social scoring, profiling, or inferring sensitive attributes);
- inferring an individual's emotions in the workplace or in educational settings, except where necessary for medical or safety reasons;
- evaluating or predicting the risk that a person will commit a criminal offense based solely on personal traits or profiling.

Acceptance of the Terms

By using the PRCC AI Agent, as a user in the conversation window [here](#), you irrevocably and unconditionally adhere to the principles and rules set out above.

For legal or GDPR-related questions concerning the PRCC AI Agent, please contact us at webcast@rogalski.ro or by telephone at [hypothetical] 0711.911.247.

Non-Disclosure Agreement (NDA) – Addendum to the AI Agent Terms of Use

Effective Date:

This Supplement to the Terms of Use (hereinafter the “Supplement”) is entered into between: [QUERY: The Romanian original alternates between “Supliment” and “Adăugare”; translated consistently below as “Addendum” where appropriate.]

1. Parties

- PR Agency: Rogalski Damaschin Public Relations srl, a company incorporated and operating under the laws of Romania, with its registered office at Blvd. Mareșal Averescu 15 B/C, 2nd floor, apt. 1, Triumph Business Center, registered with the National Trade Register Office under no. J40/21215/2007 and having sole registration code RO 22725808, legally represented by Eliza Rogalski, Administrator (hereinafter the “Agency”).
- User: Any natural or legal person accessing, using, or interacting with the AI Agent provided by the Agency (hereinafter the “User”).

2. Background and Purpose

This Addendum sets out the mutual confidentiality obligations between the Agency and the User in connection with the use of the AI Agent. Its primary purpose is to assure the User that all information and data shared through the AI Agent will be treated with the utmost diligence and confidentiality, to a standard equivalent to that applied to information communicated directly to the Agency’s representatives, while also acknowledging the specific nature of, and the inherent risks associated with, the digital environment.

3. Definition of Confidential Information

“Confidential Information” means any information, regardless of form (written, oral, electronic, visual, etc.), disclosed or accessed by the Agency through the User’s interactions with the AI Agent. This includes, without limitation, contact details, communication strategies, budgets, client information, ongoing projects, ideas, concepts, know-how, financial data, business plans, trade secrets, personal data (within the meaning of the General Data Protection Regulation – GDPR), and any other information marked as confidential or which, by its nature, should reasonably be considered confidential.

4. The Agency’s Confidentiality Obligations

Throughout the term of this Addendum and in accordance with the periods specified in Section 8, the Agency undertakes to:

- maintain the confidentiality of the User's Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care;
- not disclose Confidential Information to any third party, except in the situations expressly provided for in this Addendum, in the Terms of Use, or pursuant to a legal requirement;
- use Confidential Information exclusively for the purpose of providing and improving the AI Agent services and related PR services, as well as for personalizing the User's experience. The Agency shall not use such information to the User's detriment or for competitive purposes;
- implement appropriate technical and organizational measures to protect Confidential Information against unauthorized access, disclosure, alteration, destruction, or accidental or unlawful loss, in accordance with applicable data protection legislation (e.g., GDPR);
- restrict access to Confidential Information only to those employees, collaborators, or subcontractors who need to know it for the performance of their duties and who are, in turn, bound by similar confidentiality obligations.

5. Use of Confidential Information by the AI Agent and Digital Platforms

The User understands and accepts that interactions with the AI Agent involve the processing of Confidential Information by the underlying AI platform. Such processing shall be carried out in accordance with the Agency's privacy policies and, where applicable, those of the AI platform provider, for the purpose of generating relevant responses, optimizing services, improving the performance of the AI Agent, and personalizing the User's experience. The Agency shall use all reasonable efforts to ensure that data is anonymized or pseudonymized where possible and relevant, particularly for analysis and AI model improvement purposes, without compromising the User's confidentiality.

Digital environment warning (Caveat): The User understands and accepts that, as with any digital platform (e.g., cloud services, SharePoint, CRM systems), the use of the AI Agent involves the transmission, storage, and processing of data in a digital environment. Although the Agency implements strict security protocols and uses all efforts to ensure a high level of data protection, it cannot guarantee the absolute security of information transmitted over the internet or stored on digital platforms, given the inherent and continuously evolving risks of technology. Accordingly, the User is encouraged to exercise prudent judgment and not to share extremely sensitive information that, in the event of a security breach, could cause irreparable harm. The Agency undertakes to minimize these risks by adopting cybersecurity best practices and by continuously monitoring its systems.

6. Exceptions to the Confidentiality Obligations

The confidentiality obligations set out in this Addendum do not apply to information that:

- is or becomes public without fault or action on the part of the Agency;
- was known to the Agency prior to disclosure by the User, without being subject to a confidentiality obligation;

- is received from a third party that is not subject to a confidentiality obligation toward the User and that has the right to disclose it;
- is independently developed by the Agency without using the User's Confidential Information;
- is disclosed pursuant to a legal requirement or a binding court or administrative order, provided that the Agency notifies the User in advance (if permitted by law) and makes reasonable efforts to limit the scope of disclosure.

7. Duration of Obligations

The confidentiality obligations set out in this Addendum remain in force for the duration of the User's use of the AI Agent and for a period of five (5) years from the date of cessation of use of the AI Agent services, or as otherwise provided in the Terms of Use, whichever period is longer.

8. Final Provisions

- **Integration:** This Addendum forms an integral part of the AI Agent Terms of Use, and the two shall supplement each other. In the event of any inconsistency between the provisions of this Addendum and the Terms of Use, the provisions of this Addendum shall prevail with respect to confidentiality matters.
- **Amendments:** Any amendment to this Addendum shall be communicated to the User and shall enter into force in accordance with the procedures set out in the Terms of Use.
- **Governing Law and Jurisdiction:** This Addendum shall be governed by Romanian law. Any dispute arising out of or in connection with this Addendum shall be resolved amicably. If an amicable resolution is not possible, the dispute shall be submitted to the competent courts of Romania.
- **Severability:** If any provision of this Addendum is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.