

# USER AGREEMENT

*artificial intelligence service for creating digital art  
AISIXTEEN*

## TERMS USED IN THE AGREEMENT

**The User** is an individual who is able to acquire civil rights for himself or herself by his or her actions and independently exercise them and also has an ability to create civil duties for himself or herself by his or her actions, independently fulfil them and bear responsibility in case of their non-fulfilment, who has accepted and duly joined this Agreement to use the Site.

**The Administration** is an individual entrepreneur Koreniuk Oleksandr Vasylyovych, identification code 3263705274, who is the owner of the Service on the basis of private property rights and the owner of property, exclusive rights to the Aisixteen software, including design elements, text, graphics, illustrations, videos, scripts, programs, music, sounds and other objects and their collections as well as providing organizational, financial, and technical support for the existence and functioning of the software.

**The Parties** are the User and the Administration.

**Service** is "Aisixteen" software which is provided to the User under this Agreement for use and constitutes property of the Administration designed to perform certain user tasks and services provided by the Administration through the Service and designed for direct interaction with the User to achieve set goals. At the User's request, the Service creates a digital graphic image using artificial intelligence stability.ai based on a number of license agreements posted on the GitHub service.

**The content of the Service** means the protected results of intellectual activity, including texts, algorithm of actions, brand name, trademarks and service marks, commercial designations, secrets, production (know-how), articles, illustrations, covers, audio messages with or without text, graphic, textual, photographic, derivative, composite and other works, user interfaces, visual interfaces, logos, computer programs, databases, as well as design, structure, selection, coordination, appearance, general style and arrangement of the content included in the Service and other intellectual property objects which are contained on the Service all together and/or separately.

**Website** is an Internet resource located on the Internet at the address: <https://aisixteen.com/> being under organizational management and owned by the Administration on the terms of the private ownership right

**Account** is a page of the website to which the User receives personal access after completing registration and / or authorization on the website.

**A public offer** is an offer addressed by the Administration to an indefinite circle of persons or to several specific persons, which definitely, concretely expresses the intention of the person who made the offer to consider himself or herself to have concluded this User Agreement with the addressee who will accept the offer.

**Acceptance** means full acceptance by one of the Parties of the terms of the public offer of the Administration for the conclusion of this User Agreement. Acceptance of the public offer occurs at the time of the start of using the Service and by clicking the "Agree" button.

**Licensing** – The Website Administration operates on the basis of the Apache License Version 2.0, January 2004. "Terms of Use, Reproduction and Distribution" as well as Copyright (c) 2022 Robin Rombach and Patrick Esser and CreativeML Open RAIL-M participants dated 22 August 2022 posted on the GitHub web service

## **1. GENERAL PROVISIONS**

1.1. This User Agreement (hereinafter referred to as the "**Agreement**") defines the general rules for visiting, using and norms of general behaviour of the Users when using the Service and regulates civil legal relations that develop between Users and the Administration in the process of their interaction.

1.2. This Agreement may be amended by the decision of the Administration unilaterally. The Administration has no obligation to personally notify Users of such changes. The new version of the Agreement comes into force from the moment of publication on the Website.

1.3. The terms of the Agreement shall apply to all Users of the Service, without any exceptions.

1.4. By accepting the terms of this Agreement, the User confirms his or her consent to the processing by the Administration of his or her personal data provided during registration, including, but not limited to responding to the User's requests to the technical support service of the Service as well as to resolving possible claims. The User also confirms his consent to the transfer and processing of the above-mentioned personal data of the Administration for the purpose of executing this Agreement and implementing the functionality of the Service as well as resolving claims related to the execution of this Agreement.

1.5. As a result of Account registration and acceptance of the terms of this Agreement by the User, the Administration provides the latter with a non-exclusive, non-transferable, non-sublicensable opportunity to use the functionality of the Service, exclusively on the terms provided for in this Agreement and other internal rules of the Service.

1.6. The User, starting to use the Service, confirms the fact that he or she has read the provisions of this User Agreement being in sound mind and having a clear memory, understands them fully and accepts the terms of use of the Service in full. In case of disagreement with the provisions of this Agreement (in part or in whole), the person who expressed such will shall have no right to use the Service.

## **2. PROHIBITED WAYS OF USING THE SERVICE**

2.1. Unless specifically stated otherwise in the text of this Agreement, the User may not, without the prior written consent of the Administration:

2.1.1. modify, embed other software in the Service or combine it with it, create a revised version of any part of the Service;

2.1.2. sell, issue licenses (sublicenses), lease, assign, transfer, pledge, share rights under this Agreement to third parties;

2.1.3. modify, disassemble, disassemble into component codes, process or improve the Service, try to get the source code of the Service program, otherwise disrupt the normal course of its work.

2.1.4. copy, reproduce, process, distribute, place freely available (publication) on the Internet, use any materials from the Content of the Service for mass media and/or commercial purposes.

2.1.5. to use the Service in any other way, except through the Website provided by the Administration, except in cases when such actions were expressly permitted to the User in accordance with a separate agreement with the Administration.

2.2. Violation of the integrity of the Service, violation of the Service protection systems as well as other actions that violate the exclusive right of the Administration to the Service are not allowed and entail civil, administrative or criminal liability of the User in accordance with the legislation of the relevant jurisdiction.

## **3. USER**

3.1. The User undertakes to:

3.1.1. properly comply with the terms of this Agreement.

3.1.2. comply with the provisions of the current legislation of the relevant jurisdiction, the Agreement and other special documents of the Administration;

3.1.3. provide reliable information about himself or herself necessary to fill out the registration form and use the functionality of the Service;

- 3.1.4. inform the Administration about unauthorized access and/or use of the User's login;
  - 3.1.5. not to use the Service for any other purposes, except for the purposes provided for by the functionality of the Service;
  - 3.1.6. neither to perform actions aimed at disrupting the normal functioning of the Service nor to use special programs containing malicious components ("viruses");
  - 3.1.7. not to use the functionality of the Service for prohibited content (terrorist financing, fraud, falsification, financial crime or any other content prohibited by the legislation of the relevant jurisdiction).
  - 3.1.8. stop using the Service if the User does not accept the Agreement in full.
  - 3.1.9. pay bills received from the Website Administration in a timely manner.
  - 3.1.10. familiarize himself or herself with the Licenses posted on the Website.
- 3.2. The User shall have the right to:
- 3.2.1. freely use the Service in full, except in cases where such use is illegal, violates the rights, freedoms and interests of the Administration and (or) other Users.
  - 3.2.2. delete own account at any time and stop using the Service by contacting the Website Administration.
  - 3.2.3. distribute, recommend the Service to third parties by any means.
- 3.3. The username chosen by the User shall constitute necessary and sufficient information for the User to access the functionality of the Service. The User shall have no right to transfer his login to third parties, shall bear full responsibility for its safety by independently choosing the method of its storage.
- 3.4. If the User has not proven otherwise, any actions performed using his or her login shall be considered to have been performed by the corresponding User. In case of unauthorized access to the User's login, API key or device, or their distribution, the User will be obliged to immediately notify the Administration of this in accordance with the established procedure.
- 3.5. The User shall be responsible for the accuracy, topicality, completeness and compliance with the current legislation of the relevant jurisdiction of the information provided during registration and the absence from third-party claims with respect to it.
- 3.6. By using the Service, the User agrees that the personal information specified during registration will be processed by the Administration, its affiliates, contractors, agents, employees both using automation tools and without them. In any case, such information shall be considered confidential, and the Administration shall be obliged to take sufficient measures necessary to protect it from unauthorized access to it by third parties, based on standard industry technologies and methods.

#### **4. ADMINISTRATION**

- 4.1. The Administration undertakes to:
- 4.1.1. observe the rights of Users to non-disclosure and security of personal information transmitted to the Administration (received by the Administration).
  - 4.1.2. provide technical support for the Service and provide an easy way of communication for User requests on all issues arising during the use of the Service.
- 4.2. The Administration shall have the right to:
- 4.2.1. block the User's access to the Service in case of violations by the User of the obligations specified in sections 3 and 5 of this Agreement and other provisions defined by this Agreement;
  - 4.2.2. restrict the User's access to the Service at any time for organizational or technical reasons without notifying the User;
  - 4.2.3. collect personal information voluntarily and knowingly provided by Users during the creation of an account, if it is necessary for the use of the Service, as well as during such use, including last name, first name, patronymic, cell phone number, email address, age, etc.
  - 4.2.4. collect, store and process statistical information about the use of the Service by the User which includes data on the use of the Service.
  - 4.2.5. delete the User's account in case of violation and/or non-compliance with the terms of this Agreement.

4.2.6. at any time, at its sole discretion, unilaterally change the design and content of the Service, graphic objects, structure, modify or supplement the scripts, texts, software and other objects used or stored on the server or visualized for Users.

4.2.7. upon receipt of the User's consent, perform passive or active actions on behalf of the User, or perform any other actions to achieve the goals set by the User.

4.3. The Administration shall not be liable either by virtue of the contract or as a result of an offense (including negligence) as well as in other cases to the User or third parties for any damage or losses (taking into account indirect, actual, subsequent), including, but not limited to, any damage from generating a graphic image with elements of violence, ill-treatment with people and animals, pornography and discrimination, or losses with respect to income from the User's activity, lost profits, business reputation, damaged or lost data or documentation incurred by one or another person as a result of or in connection with the use of the Service, even if the Administration has become aware of the possibility of such damage.

4.4. No provisions of this Agreement grant the User the right to use the brand name, trademarks, domain names and other distinctive signs of the Administration. The right to use the brand name, trademarks, domain names and other distinctive signs of the Administration may be granted only by written agreement with the Administration.

## **5. THE PROCEDURE FOR USING THE SERVICE**

5.1. In order to fully use the functionality of the Service, the User shall complete the registration procedure on the website. The Administration has the right to request User data: full name, mobile phone, e-mail, other data provided by the registration form of the website. To use the website, the User logs in via Google OAuth.

5.2. After authorization on the website, using the data specified in clause 5.1. of this Agreement, the User shall be granted access to the Website, through which the User has the right to use the full functionality of the Service, without any restrictions.

5.3. The Administration shall not be responsible for the consequences if the User places registration data on third-party resources. This clause shall also have legal effect in cases when third-party resources copy, duplicate the information posted on the website, including the brand name, logo, design, style of presentation of information on the website.

5.4. The Administration accepts payments from Users by bank transfer or using GooglePay, ApplePay or PayPal services, however it shall not make any payments to Users. The funds shall be transferred to the Administration's account at the end of the month. The User undertakes to pay the invoice received from the Administration for the previous month within 3 (three) banking days from the date of receipt of the invoice. The Administration shall issue a total invoice for 1 (one) month.

5.5. The User shall be financially responsible for the late payment of the invoice. In case of violation of deadlines, the Administration may block the User's account without notifying the latter and charge the User a fine of 30% (thirty percent) of the amount owed for the entire period of debt.

5.6. The Administration reserves the right to change prices at any time. At the same time, the Administration will send notification of price changes to the User's email.

5.7. The Administration shall not make refunds due to a change of opinion or any other circumstances.

5.8. In accordance with this Agreement, the Administration provides the following services:

5.8.1. generation of an electronic graphic image using artificial intelligence according to the specified technical parameters of the User.

5.9. The implementation of the provided Services and/or capabilities shall not grant the User any exclusive rights and privileges.

5.10. The services offered by the Administration to Users shall be distributed remotely within the framework of legal requirements and comply with the requirements defined by legislation in the field of consumer protection.

5.11. The Administration shall have the right to dispose of statistical information related to the operation of the Service as well as User information to ensure targeted display of advertising information to various User audiences. For the purposes of organizing the operation, technical

support and execution of the Agreement, the Administration shall have the technical ability to access Users' personal data, which it implements only in cases established by the Agreement.

5.12. The Administration reserves the right to refuse service to certain persons, without providing an additional explanation of the reasons.

5.13. The Parties have agreed that the services provided through the Service shall be provided in the amount and on the terms agreed by the Parties after registration on the website.

5.14. The User shall not have the right to refuse services of proper quality provided in the course of interaction with the Service and having individually defined properties, if such services can be used exclusively by the User who acquires them.

5.15. The Administration reserves the right, at its sole discretion, to change this Agreement from time to time (the "Updated Agreement"). The User agrees that the Administration can notify about the Updated Agreement by posting it on the Service, and that using the Service after the date of entry into force of the Updated Agreement means acceptance of the Updated Agreement. Therefore, the User should read this Agreement and any updated terms before using the Service. The Updated Agreement shall come into force from the date of publication or from such later date as may be specified in the Updated Agreement.

## **6. TERMS REGARDING EXCLUSIVE INTELLECTUAL RIGHTS**

6.1. Exclusive right to the Content of the Service as a whole and computer programs included in it or used in conjunction with it, databases, cartographic, reference, audio-visual, text and other text materials, images and other objects of copyright and/or related rights, as well as objects of patent rights, trademarks, commercial designations and brand names, as well as other components of the Service (regardless of whether they are part of them or are additional components, and whether it is possible to extract them from their composition and use them independently) separately, shall be protected in accordance with the current legislation of the relevant jurisdiction and constitute the intellectual property of the Administration. At the same time, the copyright to the generated electronic graphic images using artificial intelligence based on the technical parameters specified by the User belongs to the web service stability.ai.

6.2. The use of the Service in other ways, including by copying (reproducing) the content posted on the Service as well as design elements, computer programs and databases included in the Service, their decompilation, modification, and subsequent distribution, public display, and making available to the public, shall be strictly prohibited, unless otherwise provided for by this Agreement.

6.3. Reproduction, copying, collection, systematization, storage, transfer of the Service or its part, for the purpose of creating a database for commercial and/or non-commercial purposes and /or use of the Service in full or in any part, regardless of the method of use, without the consent of the Administration shall not be allowed.

6.4. The use of the Service by the User shall be allowed provided that all copyright, related rights, trademarks, other authorship notices are preserved, the name (or pseudonym) of the author/name of the copyright holder is preserved unchanged, and the corresponding object is preserved unchanged.

## **7. USER'S WARRANTIES AND ASSURANCES**

7.1. A prerequisite for using the Service is that the functionality of the Service is provided only to those who are allowed to enter into a legally binding relationship. Based on the above, if for any reason the User cannot enter into a legally binding relationship with the Administration, the User shall have no right to use the functionality of the Service.

7.2. The User declares and guarantees that:

7.2.1. he or she has turned 18 years old or has reached another age of majority, according to the laws of the jurisdiction of the User's residence; the Account has not been suspended or cancelled earlier on the website;

7.2.2. he or she has all rights and powers to enter into legal relations and thereby does not violate any other legal relations;

7.2.3. he or she uses the Website by means of his or her own e-mail and in his or her own interests and does not act on behalf and/or in the interests of any other person;

7.2.4. he or she will not use the Service in order to conceal the origin or nature of illegal income or further violation of any applicable laws, as well as to carry out operations or smuggling of any illegal goods, property or income;

7.2.5. he or she will not use the Service if any applicable laws, including, but not limited to, anti-money laundering and terrorism prevention laws, anti-corruption laws and laws on economic sanctions, prohibit, fine, punish or subject the Administration to liability for any services provided or offered to the User;

7.2.6. he or she will not use the Service for actions detrimental to the Administration or any other User of the website or any other Person;

7.2.7. he or she will not violate personally or jointly with anyone this Agreement or any other laws of jurisdictions.

## **8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

8.1. The Service is provided on an "as is" basis and, therefore, the User is not provided with any guarantees that the Service will meet the User's personal requirements, be provided continuously, quickly, reliably and without errors, and the results that can be obtained using the Service will be accurate and reliable.

8.2. The Administration is not responsible for the results of the User's visit to third-party (external) resources, links to which may be posted on the Service. The results are understood as any result, regardless of its nature, as well as the one from the occurrence of which the User has suffered any material losses, moral damage and other negative manifestations.

8.3. The implementation of the features provided by the Service does not grant the User any exclusive rights and privileges.

8.4. The Administration has no obligations to protect the violated rights of the User, in the context of the settlement of disputes arising on this basis, including in court.

8.5. The User undertakes to hold the Administration, as well as its employees, directors, representatives, co-owners and other partners harmless from liability for any losses, damages, costs and expenses (including reasonable legal fees) and other liability arising from any claims, demands, accusations or procedural actions initiated by any third party in connection with or in relation to the result of an electronic graphic image posted by the User using artificial intelligence according to the User's specified technical parameters, violation of the terms of this Agreement or violation by the User of any rights of other individuals or legal entities.

8.6. The Administration shall not be responsible for the content of user reviews of the Service. User reviews are subjective opinions of their authors and will not be regarded as objective in any way. They may not coincide with public opinion and may not correspond to reality.

8.7. The Administration shall not be responsible for malfunctions, errors and failures in the operation of the Service that have arisen for reasons beyond the control of the Administration.

8.8. The User acknowledges and agrees that the Administration does not control and does not make any contribution to the electronic graphic image generated using artificial intelligence according to the User's specified technical parameters.

8.9. The Parties to the Agreement shall be released from liability for full or partial non-fulfilment of their obligations under the Agreement, if it was the result of force majeure circumstances that arose after the entry into force of the Agreement, as a result of extraordinary events that could neither have been foreseen nor prevented by reasonable measures.

8.10. The User acknowledges and agrees that data loss is an unavoidable risk when using any software. If the User enters any data on the website, he or she agrees to keep a backup copy of such data.

8.11. The Administration manages the Site by placing the source code on the Service and providing the User with access to its services. The Administration cannot guarantee the absence of errors, distortions, failures, etc. Such errors, distortions or failures, etc. may not be limited only to the result of program activity or process imperfections.

8.12. The Administration shall not be responsible for any loss of money, assets, and other types of property that occurred due to the use of any information obtained on the Service or carrying out activities through the Service.

## **9. FINAL PROVISIONS.**

9.1. All possible situations, disputes arising from the relationship between Users, Users and third parties, Users and the Administration, not regulated by this Agreement, shall be resolved in accordance with the procedure established by the norms of the current legislation of Ukraine.

9.2. The Parties to this Agreement are aware of the scope of the rights and obligations generated by the relationship of the persons referred to in this Agreement, are fully aware of their actions and understand the legal nature of the consequences of such actions.

9.3. The User and the Administration will try to resolve all disputes and disagreements that have arisen between them through negotiations. If it is impossible to resolve disputes and disagreements through negotiations, such disputes shall be subject to consideration in the appropriate court at the location of the Administration.

9.4. If, for one reason or another, one or more provisions of this Agreement are declared invalid or unenforceable, this shall not affect the validity or applicability of the remaining provisions of the Agreement.

9.5. The Administration is always striving to improve the services. If the User has any feedback or complaints, he or she can write using the contact details below.

9.6. The Agreement comes into force for the User from the moment of registration on the website and is valid for an indefinite period.

9.7. The Agreement is executed in the English language. In case of any discrepancies between the English version of the Agreement and the version of the Agreement in another language, the provisions of the English version of the Agreement shall apply.

9.8. In case of any questions, except those regulated by this Agreement, Users can contact the Administration by sending appropriate requests.

Contact details of the Administration: [admin@aisixteen.com](mailto:admin@aisixteen.com)

## **10. STABILITY LICENSES**

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CreativeML Open RAIL-M

dated August 22, 2022

### **Section I: PREAMBLE**

Multimodal generative models are being widely adopted and used, and have the potential to transform the way artists, among other individuals, conceive and benefit from AI or ML technologies as a tool for content creation.

Notwithstanding the current and potential benefits that these artifacts can bring to society at large, there are also concerns about potential misuses of them, either due to their technical limitations or ethical considerations.

In short, this license strives for both the open and responsible downstream use of the accompanying model. When it comes to the open character, we took inspiration from open source permissive licenses regarding the grant of IP rights. Referring to the downstream responsible use, we added use-based restrictions not permitting the use of the Model in very specific scenarios, in order for the licensor to be able to enforce the license in case potential misuses of the Model may occur. At the

same time, we strive to promote open and responsible research on generative models for art and content generation.

Even though downstream derivative versions of the model could be released under different licensing terms, the latter will always have to include - at minimum - the same use-based restrictions as the ones in the original license (this license). We believe in the intersection between open and responsible AI development; thus, this License aims to strike a balance between both in order to enable responsible open-science in the field of AI.

This License governs the use of the model (and its derivatives) and is informed by the model card associated with the model.

## **NOW THEREFORE, You and Licensor agree as follows:**

### **1. Definitions**

- "License" means the terms and conditions for use, reproduction, and Distribution as defined in this document.
- "Data" means a collection of information and/or content extracted from the dataset used with the Model, including to train, pretrain, or otherwise evaluate the Model. The Data is not licensed under this License.
- "Output" means the results of operating a Model as embodied in informational content resulting therefrom.
- "Model" means any accompanying machine-learning based assemblies (including checkpoints), consisting of learnt weights, parameters (including optimizer states), corresponding to the model architecture as embodied in the Complementary Material, that have been trained or tuned, in whole or in part on the Data, using the Complementary Material.
- "Derivatives of the Model" means all modifications to the Model, works based on the Model, or any other model which is created or initialized by transfer of patterns of the weights, parameters, activations or output of the Model, to the other model, in order to cause the other model to perform similarly to the Model, including - but not limited to - distillation methods entailing the use of intermediate data representations or methods based on the generation of synthetic data by the Model for training the other model.
- "Complementary Material" means the accompanying source code and scripts used to define, run, load, benchmark or evaluate the Model, and used to prepare data for training or evaluation, if any. This includes any accompanying documentation, tutorials, examples, etc, if any.
- "Distribution" means any transmission, reproduction, publication or other sharing of the Model or Derivatives of the Model to a third party, including providing the Model as a hosted service made available by electronic or other remote means - e.g. API-based or web access.
- "Licensor" means the copyright owner or entity authorized by the copyright owner that is granting the License, including the persons or entities that may have rights in the Model and/or distributing the Model.
- "You" (or "Your") means an individual or Legal Entity exercising permissions granted by this License and/or making use of the Model for whichever purpose and in any field of use, including usage of the Model in an end-use application - e.g. chatbot, translator, image generator.
- "Third Parties" means individuals or legal entities that are not under common control with Licensor or You.
- "Contribution" means any work of authorship, including the original version of the Model and any modifications or additions to that Model or Derivatives of the Model thereof, that is intentionally submitted to Licensor for inclusion in the Model by the copyright owner or by an individual or



Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Model, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

- "Contributor" means Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Model.

## **Section II: INTELLECTUAL PROPERTY RIGHTS**

Both copyright and patent grants apply to the Model, Derivatives of the Model and Complementary Material. The Model and Derivatives of the Model are subject to additional terms as described in Section III.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare, publicly display, publicly perform, sublicense, and distribute the Complementary Material, the Model, and Derivatives of the Model.

3. Grant of Patent License. Subject to the terms and conditions of this License and where and as applicable, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this paragraph) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Model and the Complementary Material, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Model to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Model and/or Complementary Material or a Contribution incorporated within the Model and/or Complementary Material constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for the Model and/or Work shall terminate as of the date such litigation is asserted or filed.

## **Section III: CONDITIONS OF USAGE, DISTRIBUTION AND REDISTRIBUTION**

4. Distribution and Redistribution. You may host for Third Party remote access purposes (e.g. software-as-a-service), reproduce and distribute copies of the Model or Derivatives of the Model thereof in any medium, with or without modifications, provided that You meet the following conditions:

Use-based restrictions as referenced in paragraph 5 MUST be included as an enforceable provision by You in any type of legal agreement (e.g. a license) governing the use and/or distribution of the Model or Derivatives of the Model, and You shall give notice to subsequent users You Distribute to, that the Model or Derivatives of the Model are subject to paragraph 5. This provision does not apply to the use of Complementary Material.

You must give any Third Party recipients of the Model or Derivatives of the Model a copy of this License;

You must cause any modified files to carry prominent notices stating that You changed the files;

You must retain all copyright, patent, trademark, and attribution notices excluding those notices that do not pertain to any part of the Model, Derivatives of the Model.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions - respecting paragraph 4.a. - for use, reproduction, or Distribution of Your modifications, or for any such Derivatives of the Model as a whole, provided

Your use, reproduction, and Distribution of the Model otherwise complies with the conditions stated in this License.

5. Use-based restrictions. The restrictions set forth in Attachment A are considered Use-based restrictions. Therefore You cannot use the Model and the Derivatives of the Model for the specified restricted uses. You may use the Model subject to this License, including only for lawful purposes and in accordance with the License. Use may include creating any content with, finetuning, updating, running, training, evaluating and/or reparametrizing the Model. You shall require all of Your users who use the Model or a Derivative of the Model to comply with the terms of this paragraph (paragraph 5).

6. The Output You Generate. Except as set forth herein, Licensor claims no rights in the Output You generate using the Model. You are accountable for the Output you generate and its subsequent uses. No use of the output can contravene any provision as stated in the License.

#### **Section IV: OTHER PROVISIONS**

7. Updates and Runtime Restrictions. To the maximum extent permitted by law, Licensor reserves the right to restrict (remotely or otherwise) usage of the Model in violation of this License, update the Model through electronic means, or modify the Output of the Model based on updates. You shall undertake reasonable efforts to use the latest version of the Model.

8. Trademarks and related. Nothing in this License permits You to make use of Licensor's trademarks, trade names, logos or to otherwise suggest endorsement or misrepresent the relationship between the parties; and any rights not expressly granted herein are reserved by the Licensor.

9. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Model and the Complementary Material (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Model, Derivatives of the Model, and the Complementary Material and assume any risks associated with Your exercise of permissions under this License.

10. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Model and the Complementary Material (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

11. Accepting Warranty or Additional Liability. While redistributing the Model, Derivatives of the Model and the Complementary Material thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

12. If any provision of this License is held to be invalid, illegal or unenforceable, the remaining provisions shall be unaffected thereby and remain valid as if such provision had not been set forth herein.

#### **END OF TERMS AND CONDITIONS**

## **Attachment A**

### Use Restrictions

You agree not to use the Model or Derivatives of the Model:

- In any way that violates any applicable national, federal, state, local or international law or regulation;
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way;
- To generate or disseminate verifiably false information and/or content with the purpose of harming others;
- To generate or disseminate personal identifiable information that can be used to harm an individual;
- To defame, disparage or otherwise harass others;
- For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
- For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics;
- To exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;
- For any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
- To provide medical advice and medical results interpretation;
- To generate or disseminate information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime commitment (e.g. by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use).