

Knowledgator Engineering Terms of Use

These Terms of Use govern your use of the website located at <https://knowledgator.com/> and any related services provided by Knowledgator Engineering Ltd., London, United Kingdom, (together with our affiliates, "Knowledgator Engineering", "Company", "we", "our" or "us").

By accessing <https://knowledgator.com/>, you agree to abide by these Terms of Use and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by Knowledgator Engineering.

We, Knowledgator Engineering, reserve the right to review and amend any of these Terms of Use at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Use will take effect immediately from the date of publication.

These Terms of Use were last updated on 21 September 2023.

Limitations of Use

By using this website and any related services provided by Knowledgator Engineering, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

- modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website and any related services provided by Knowledgator Engineering;
- remove any copyright or other proprietary notations from any materials and software on this website and any related services provided by Knowledgator Engineering;
- transfer the materials to another person or "mirror" the materials on any other server;
- knowingly or negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service Knowledgator Engineering provides;
- use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
- use this website or its associated services in violation of any applicable laws or regulations;
- use this website in conjunction with sending unauthorized advertising or spam;
- harvest, collect, or gather user data without the user's consent; or
- use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

Intellectual Property

The intellectual property in the materials contained in this website are owned by or licensed to Knowledgator Engineering and are protected by applicable copyright and trademark law. We grant our users permission to download one copy of the materials for personal, non-commercial transitory use.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or the Terms of Service, and may be terminated by Knowledgator Engineering at any time.

Content

Your Content Ownership: You can provide data ("Input") to our Services and obtain results produced by the Services based on your Input ("Output"). Both Input and Output are referred to as "Content". Between both parties, and as the law allows, the Input belongs to you. Upon adherence to these Terms, Knowledgator Engineering transfers all rights of the Output to you. This grants you the freedom to utilize Content in any manner, such as selling or publishing, as long as you stick to these Terms. Knowledgator Engineering can employ Content to sustain the Services, adhere to the law, and implement our regulations. You're in charge of Content, ensuring it doesn't infringe any law or these Terms.

Content Use and Service Enhancement: We don't harness the Content from our API ("API Content") to upgrade or refine our Services. However, we might use Content from non-API sources ("Non-API Content") for such purposes. Learn more about the utilization of Non-API Content for enhancing model efficiency. **On Accuracy:** Machine learning and artificial intelligence are fields undergoing rapid transformations. We're continually striving to make our Services more precise, trustworthy, secure, and advantageous. However, due to the inherent uncertainties in machine learning, our Services might sometimes deliver inaccurate Output, which may not truly represent actual individuals, locations, or facts. It's crucial to assess the Output's correctness depending on its intended use, including possible human verification.

Liability and Limitation of Liability for User Actions

Use of Software and Services: The Company provides various software, including but not limited to data scraper tools, Natural Language Processing APIs, and other related services (hereinafter collectively referred to as the "Services"). The Company offers these Services with the intent that they be used responsibly and within the boundaries of applicable laws and regulations.

Our website and the materials on our website are provided on an 'as is' basis. To the extent permitted by law, Knowledgator Engineering makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall Knowledgator Engineering or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use this website or the materials on this website, even if Knowledgator Engineering or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, "consequential loss" includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

No Responsibility for User Misuse: You acknowledge and agree that the manner in which you use the Services is entirely at your own discretion and responsibility. The Company cannot and

does not control, nor is it responsible for, the ways in which users deploy or use the Services. This includes, but is not limited to, any potentially illegal or unethical actions taken by users when utilizing our Services.

User Indemnification: You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with your access to or use of the Services or your violation of these terms.

Prohibited Uses: While the Company does not monitor or dictate how you use the Services, we expect that all users will adhere to local, state, national, and international laws when using our tools and platforms. Using the Services for illegal, harmful, or malicious purposes is a violation of these Terms of Use and may result in termination of your access and potential legal action.

Disclaimer: The Services are provided "as is" and the Company makes no warranties, either expressed or implied, about their fitness for a particular purpose, their accuracy, or their reliability. You are solely responsible for any consequences resulting from your use of the Services.

Limitation of Liability: Under no circumstances, including negligence, shall the Company, its officers, directors, employees, or agents be liable for any indirect, incidental, special, punitive, or consequential damages that result from the use of, or the inability to use, the Services, even if the Company has been advised of the possibility of such damages.

Accuracy of Materials

The materials appearing on our website are not comprehensive and are for general information purposes only. Knowledgator Engineering does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on this website, or otherwise relating to such materials or on any resources linked to this website.

Handling of Confidential Data, Security, and Personal Data

Confidential Data Management. Knowledgator Engineering, along with its partners and other external entities, might grant you access to Confidential Data. This information should solely be utilized in line with these Terms for availing the Services. Any disclosure of this data to outsiders is prohibited. The safeguarding of Confidential Data should be on par with how you secure your own private information, exercising at least a reasonable degree of care. "Confidential Data" refers to undisclosed details which, by nature or designation, should be perceived as private. This encompasses proprietary software, details, and other undisclosed business data. However, any information that (i) becomes publicly accessible without your interference; (ii) was already in your possession without confidentiality restrictions; (iii) gets lawfully shared with you by another party free of confidentiality restrictions; or (iv) you developed independently without the use of Confidential Data, does not count as Confidential Data. If legally mandated or ordered by a

court or regulatory body, Confidential Data can be disclosed. However, in such scenarios, you should provide an advance written notification to Knowledgator Engineering and try, wherever possible, to minimize the disclosure scope. You should also assist in contesting such disclosure requests.

Service Security Protocols. It's imperative for you to adopt reasonable and suitable strategies to ensure secure access to and use of the Services. Should you identify any security vulnerabilities or breaches linked to your usage of the Services, you must immediately inform Knowledgator Engineering and offer details of the said vulnerability or breach.

Management of Personal Data. If the Services are used to handle personal data, you are responsible for providing appropriate privacy notifications and obtaining necessary permissions for the data processing. By doing so, you are assuring us that you're processing this data in compliance with the law. If you intend to utilize the Knowledgator Engineering API to process data under the definitions of GDPR's "personal data" or CCPA's "Personal Information", kindly complete this form to obtain our Data Processing Addendum.

Account Access

To utilize specific functionalities of the website and other Services of Knowledgator Engineering, you might need to register for an account through the provided service interfaces, and choose both a username and password (referred to as "User ID").

Once you've chosen a User ID, it's crucial to maintain its security and refrain from sharing or allowing others to access it.

All the details you provide for your User ID must be genuine, up-to-date, and accurate. If we have reasons to doubt the authenticity or accuracy of your provided details, we can restrict or terminate your access to the Cohere Solution.

We hold the authority to suspend any User ID provided to you based on our discretion. If we do so, it might hinder your access to all or parts of the Cohere Solution.

Any actions taken through your account will be considered authorized by Knowledgator Engineering. Knowledgator Engineering won't be held accountable for any actions or transactions initiated by someone else using your User ID. All activities, purchases, or operations associated with your User ID fall under your responsibility. To safeguard the integrity of the Knowledgator Engineering and your account, we may take steps such as account termination, password alteration, or seeking further details for transaction validation. You consent to be accountable for any actions taken under your User ID that, if performed by you, would contravene these Terms of Use.

Links

Knowledgator Engineering has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply

endorsement, approval or control by Knowledgator Engineering of the site. Use of any such linked site is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

Subscription Guidelines

When placing an order for a subscription to the Services through the Knowledgator Engineering platform, these Terms of Use govern every such order, referred to as a “Subscription Order”. On receiving your request, we will confirm via email to the provided address. By placing a Subscription Order on the Knowledgator Engineering platform, you offer to purchase the Services, which we may accept by presenting a subscription agreement (the “Subscription Agreement”) for your acceptance and by processing your payment on the Knowledgator Engineering platform. Merely receiving an electronic Subscription Order confirmation doesn't signify our acceptance nor does it validate our offer to sell. We may, for any reason, decline any part or your entire Subscription Order. We consider a Subscription Order accepted only when the Subscription Agreement is accepted by us and the payment has been processed. If we cannot fulfill your order for any reason, or any part of your order is unavailable, or if we decline your order, we will try to notify you at your provided email address as soon as possible.

Payment Details

For any Subscription Order payment, as described in an accepted Subscription Agreement, you need to provide either Knowledgator Engineering or, if necessary, a third-party payment processor (“Payment Processor”) with the required billing details as prompted on the Knowledgator Engineering platform or the platform of the Payment Processor. The payment procedures adhere to the terms and privacy policies of the Payment Processor, in addition to these Terms of Use. We aren't accountable for errors or actions by any Payment Processor. Payments can be made via credit card or any other method available on Knowledgator Engineering or the Payment Processor's platform. When you provide payment details to us or the Payment Processor, you authorize us or the Payment Processor to charge your chosen payment method. You attest that you won't utilize any payment form without the requisite authorizations. Given that Subscription Order payments necessitate a valid credit card, it's assumed that individuals aged 18 or above are placing the Subscription Orders. We and/or the Payment Processor won't be held liable for unauthorized use of your payment methods on the Knowledgator Engineering platform. However, you can report any unauthorized use to us or the Payment Processor.

Your payment terms are based on your agreement with your payment provider. If we don't receive payment, either directly or via the Payment Processor, you're required to pay all dues upon our request.

Ensure your billing details are accurate, complete, and up-to-date. Promptly notify us of any changes or security breaches. You can adjust these details within your account settings. If you fail to maintain and update the information, we reserve the right to continue charging your account for paid services unless terminated according to the Subscription Agreement.

If a billing discrepancy arises (excluding tax-related adjustments), you'll be notified of the charge and its date before the scheduled transaction.

Service Pricing

Knowledgator Engineering may modify, discontinue, or render some Subscription and Service options unavailable. Prices are also subject to change. Unless otherwise specified, all prices exclude sales taxes which will be added to the final amount. You are responsible for any sales or use taxes related to your Subscription. We guarantee at least a seven (14) day notice prior to any price adjustments.

Promotional Activities

Occasionally, Knowledgator Engineering introduces promotional offers. The terms of these promotions will be available on the Knowledgator Engineering platform. We have the discretion to set, modify, or terminate such offers unless otherwise specified. Some offers might not be applicable in specific regions.

Charges & Payments

Billing Details: You're responsible for settling all fees ("Fees") associated with your account based on our current pricing or as mutually agreed in writing. We reserve the right to rectify any billing errors. Ensure your billing information, including a valid payment method, is accurate. We'll charge the provided payment method based on a mutually agreed schedule. If payment fails, we'll notify you and might suspend service access.

Tax Implications: Fees might not include all kinds of taxes ("Taxes"). You're responsible for settling all Taxes related to your purchase, excluding taxes based on our net profit.

Payment Conflicts & Delays: Discrepancies in Fees or Taxes should be raised within 30 days of the invoice. Overdue amounts may incur a monthly 1.5% finance charge. Prolonged payment delays can lead to service suspension.

Service Trials: Creating multiple accounts to exploit free tier credits is prohibited. Misuse of the free tier might lead to standard charges or service suspension.

Right to Terminate

We may suspend or terminate your right to use our website and Services and terminate these Terms of Use immediately upon written notice to you for any breach of these Terms of Use.

Severance

Any term of these Terms of Use which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Use is not affected.

Governing Law

These Terms of Use are governed by and construed in accordance with the laws of UNITED KINGDOM. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.