

Neurons AI API Terms of Service

Last modified: **22nd October 2025**

These terms and conditions (the “**Terms of Service**”) are a legally binding contract between Neurons and our Clients who are using the services of the Neurons AI API. The Terms of Service shall set out the rules under which the Client obtains a license for the Neurons API. Upon signing, the Client agrees to comply with the Terms of Service. . If the Client uses the API solely , or in conjunction with other Neurons products or services, then the terms for those other products or services also apply.

Under the Terms of Service, “**Neurons**” means Neurons Inc ApS, with offices at Hoeje Taastrup Boulevard 33, 2, 2630 Denmark, unless set forth otherwise in additional terms applicable for a given API, “**Client**” means the entity/person who is accepting these Terms of Service for the use of the Neurons AI API. Neurons and the Client are also hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

1. Acceptance

- a. By signing the Quote, the Client is agreeing to be bound by the Terms of Service and the Clauses contained herein, unless the terms have been expressly deviated from or modified through another written agreement between both parties for use of the Neurons AI API. A final agreement between the Client and Neurons is considered to have been finally concluded on these Terms of Service when the Client has accepted these Terms of Service electronically or otherwise accepted to Neurons in writing via Quote. None of the Client rights and entitlements in these Terms of Service shall however apply for free versions, trials and/or pilots as the rights and entitlements are considered valid for purchased Neurons AI API licenses only.
- b. The Client hereby covenants and affirms that they are competent under the laws of their country and the Governing Law to form a binding contract with Neurons for the Neurons AI API, and that they are not in any way prohibited from receiving or using the Neurons AI API under the laws of the country in which they are residing in, or from which they access the Neurons AI API. The Client further covenants that, where they are using the Neurons AI API on behalf of an entity, that they have obtained all representation and warranties to bind that entity to these Terms of Service.
- c. The Service is subject to Neurons’ acceptance of the Client’s signing of the applicable Quote. For clarity of doubt, the Client shall receive a quote with details of the subscribed services (the “**Quote**”). Any details listed in the Quote shall take precedence over the terms listed herein.
- d. The time for performance or delivery of the Service shall be dependent upon prompt receipt of all necessary information, instructions or approvals from the

Client. Neurons shall have no liability to the Client when Neurons has complied with instructions given by the Client in the event the Client has varied the instructions but failed to communicate the variation to Neurons or without sufficient information or is too late to enable Neurons to stop its compliance with the original instructions.

2. Definitions

Capitalised terms used in this Agreement are defined in this Definitions section. Other capitalized terms may be defined elsewhere in the text of this Agreement and shall have the meanings ascribed to them in the context in which they appear. All such definitions shall apply equally to the singular and plural forms of the terms defined.

- a. **“APIs”** shall mean **“Neurons API”** means the proprietary application programming interface developed and maintained by Neurons, including its endpoints, functions, data structures, and related documentation. The Client’s access applies to the version of the API current at the time of entering into this Agreement, along with any updates, enhancements, or modifications released within that version during the Term. Access to subsequent major versions, including materially new features or revised pricing structures, may require separate agreement or an upgrade.
- b. **“API Calls”** means each individual request sent by the Client’s system to the Neurons API for the purpose of retrieving, submitting, modifying, or deleting data, or triggering any process or function exposed by the API. Each such request, regardless of the amount of data transmitted or the type of operation performed, shall count as one API Call. For clarity, batch requests or multi-function calls that result in multiple discrete interactions with the API shall be counted as multiple API Calls.
- c. **Billable API Calls** are defined as completed API Calls that result in the generation of predictive output for a specific asset. Subsequent API Calls related to the same predicted asset – such as setting Areas of Interest (AOIs) or retrieving associated metrics – are not considered billable, provided they do not trigger a new prediction or asset processing event.
- d. **“API Keys”** means a unique Developer Credential issued by Neurons to the Client, which enables the Client to access and use the Neurons API in accordance with this Agreement.
- e. **“Assets”** means any creative materials, such as images, videos, or other media files, submitted by the Client to the Neurons API for the purpose of analysis. Assets may also include associated metadata provided by the Client to support or contextualize the analysis.

- f. “**Business Relationship**” shall mean the business, professional or commercial relationship between the Client and Neurons for which they have entered into these Terms of Service.
- g. “**Brand Features**” shall mean the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party
- h. “**Clause/Clauses**” shall mean a clause or clauses of these Terms of Service
- i. “**Client Affiliates**” shall mean any person(s) or entity/entities that directly or indirectly controls, or is controlled by, or is under common control with, the Client
- j. “**Client Data**” shall mean any data, content, materials, information, intellectual property which specifically belongs to the Client.
- k. “**Developer Credentials**” shall mean the authentication credentials provided by Neurons to the Client, including but not limited to API Keys, client IDs, tokens, or any other identifiers or credentials used to access or interact with the Neurons AI API.
- l. “**Governing Law**” shall mean the law governing these Terms of Service and where applicable shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
- m. “**Intellectual Property**” shall mean to include, but not be limited to all software, codes, logos, name, designs, websites including designs of the websites, products, service, patents, inventions, trademarks, copyright, database rights, domain name, and other similar property.
- n. “**Intellectual Property Rights**” shall mean the rights associated with the ownership of Intellectual Property
- o. “**Minimum Commitment**” shall mean the minimum usage agreed to between the Parties and as stated in the Quote.
- p. “**Neurons Data Processing Agreement**” shall mean the data processing agreement found here [https://assets-global.websitefiles.com/6246d2921358dd41407dc44a/64411d6f10dd093f6b5a1aa4_Data% 20Processing%20Agreement.pdf](https://assets-global.websitefiles.com/6246d2921358dd41407dc44a/64411d6f10dd093f6b5a1aa4_Data%20Processing%20Agreement.pdf)
- q. “**Permitted Users**” shall mean person(s) who the Client has chosen will have access to the Service, and for whom the Client shall take full responsibility for.

- r. **“Personally Identifiable Information”** shall mean any information relating to an identified or identifiable individual where (i) such information is contained within Client Data and (ii) is protected as personal data, personal information, or personally identifiable information under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
- s. **“Quote”** shall mean the quote or statement of works provided to the Client with details of their use of the Service.
- t. **“Retainer Model”** means the billing arrangement under which the Client commits to a defined volume of API Calls as specified in the Quote, with payment made either fully upfront or in monthly installments.
- u. **“Service”** shall mean the service/services provided by Neurons, and for which the Client has signed these Terms of Service, and includes the Neurons AI API.
- v. **“Third-Party”** shall mean any person or entity other than the Parties, their Affiliates or a Permitted User.
- w. **“Third-Party Tools”** shall mean any products/tools belonging to third-parties.
- x. **“Unauthorised Use”** shall mean any use of the Services that is not in accordance with this Agreement, and shall also include use of the Services that has not been authorized by the Client
- y. **“Unauthorised User”/“Unauthorised Party”** shall mean any person or systems who may have gained access to the Service, but who is not authorized to use the Service.
- z. **“Usage Based Model”** means the billing arrangement under which the Client is charged based on the actual number of API Calls made, in accordance with the unit pricing specified in the Quote.

3. Registration

- a. Neurons will issue one or more API Keys to the Client. These API Keys shall authenticate the Client’s access to the Neurons API and enable authorized use of its services..
- b. All API Keys must be kept strictly confidential. The Client shall be solely responsible for maintaining the confidentiality of all API Keys issued to it and its Permitted Users (as defined in Clause 2) and shall warrant that all Permitted Users to whom API Keys are issued shall keep them confidential.

- c. The Client shall notify Neurons immediately if the Client becomes aware of any unauthorised use of any API Keys issued to it or any Permitted User or if the Client believes that any such API Keys may have become known to an Unauthorised Party.
- d. Neurons has no responsibility or liability, for any loss or damage caused by the use of any API Keys by any person other than the Permitted User to which it shall have been issued.
- e. In order to access the Service the Client may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of the Client's continued use of the APIs. Any registration information the Client gives to Neurons will always be accurate and up to date and the Client will inform Neurons promptly of any updates.

4. Pricing

- a. The Client shall subscribe to the Services under one of the following pricing models, as specified in the applicable Quote

- i. Retainer Model (Committed Volume)

Under the Retainer Model, the Client commits to a defined volume of API Calls at a preferential per-call rate, as stated in the Quote. This model is available in two payment structures:

- 1. Upfront Retainer Payment
The Client shall pay the full annual retainer amount in advance. The prepaid balance is depleted based on the unit price per API Call stated in the Quote. Once the committed volume is fully consumed, any additional API Calls will be billed monthly in arrears at the agreed overage rate.

Unused API Calls from the committed volume will not roll over beyond the agreed business period (e.g., annual term).

- 2. Monthly Installment Payment
Alternatively, the Client may pay the retainer in monthly installments over the course of the commitment period, as specified in the Quote. If the Client reaches the committed API Call volume before completing all installment payments, any additional API Calls will be invoiced monthly on top of the remaining installment amounts, at the applicable overage rates.

- ii. Usage-Based Model (Pay-as-you-go): Under the Usage-Based Model, the Client shall pay the unit price per API Call as stated in the Quote. Billing is conducted on a monthly basis in arrears, based on the actual number of API Calls made during the billing period.

b. Monitoring and Responsibility

- i. The Client is solely responsible for monitoring its API usage. Neurons provides a usage metrics endpoint to enable real-time tracking. The Client is expected to implement appropriate controls and policies to align traffic with internal budgets or quotas.

c. Automatic Renewal and Model Selection

- i. This Agreement shall automatically renew for successive business periods of equal duration, unless either Party provides written notice of termination in accordance with Section 7.
- ii. If the Client does not notify Neurons in writing of its selection prior to the renewal date, Neurons may continue billing under the previously agreed pricing model until a new arrangement is confirmed in writing.

5. Timezones

- a. The Client acknowledges and agrees that all data stored within the system is in Coordinated Universal Time (UTC).

6. Compliance with Law, Third Party Rights, and other Neurons Terms of Service.

- a. The Client hereby covenants to comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). The Client will not use the Neurons AI API to encourage or promote illegal activity or violation of third-party rights. The Client also understand that it is ultimately responsible for the lawful use of Neurons AI API by the end users (meaning all Permitted Users). The Client hereby shall remain liable and shall indemnify Neurons for any unlawful use/non-compliance with applicable law, regulation, or these Terms of Service by any and all Permitted Users.

7. Permitted Access

- a. The Client and their Permitted Users/systems will only access (or attempt to access) an API by the means described in the documentation of that API. If Neurons assigns the Client developer credentials the Client must use them with the applicable APIs. The Client will not misrepresent or mask either their identity or their Client Customer's identity when using the APIs or developer accounts.

8. Feedback

- a. If you provide feedback or suggestions about our Services, then we (and those we allow) may use such information without obligation to you.

9. Non-Exclusivity

- a. The Client acknowledges that Neurons may develop products or services that may compete with the Client, the Client Customers or any other products or services.

10. Neurons Data Protection Terms

- a. To the extent required by data protection laws applicable to the parties' processing of personal data under these Terms, the parties agree to the Neurons Data Processing Agreement found here: <https://www.neuronsinc.com/legal/data-processing-agreement>

11. Client Customers

- a. The Neurons AI API is designed to help the Client provide access to Neurons solutions directly to the Client Customer through the Client's websites and applications. The Client agrees that Neurons may monitor use of the Neurons AI API to ensure quality, improve Neurons' own products and services and verify the Client's compliance with the Terms of Service. This monitoring may include Neurons accessing the use by the Client or the Client's Customer use of the Neurons AI API, for example to identify security issues that could affect Neurons or its users. Neither the Client, nor the Client Customers shall interfere with this monitoring. Neurons may use any technical means to overcome such interference. Neurons may suspend access to Neurons AI API by the Client or the Client Customer without notice if Neurons reasonably believes that the Client or the Customer Client is in violation of the Terms of Service.

12. Security

- a. The Client will use commercially reasonable efforts to protect user information collected by the Client Customer, including Personally Identifiable Information, from Unauthorised Use and will promptly report to the Client Customer any Unauthorised Use of such information to the extent required by applicable law.

13. Ownership

- a. Neurons does not acquire ownership in the Client Customers, and by using Neurons' APIs, the Client does not acquire ownership of any rights in Neurons AI API or the content that is accessed through Neurons AI API.

14. User Privacy and API Clients

- a. The Client will comply with all applicable privacy laws and regulations including those applying to Personally Identifiable Information. The Client will provide and adhere to a privacy policy for the Client Customers that clearly and accurately describes to users of the Client Customer what user information the Client collects and how the Client uses and shares such information (including for advertising) with Neurons and third parties.

15. API Prohibitions

- a. The Client understands that, unless written consent is given by Neurons, this Agreement does not give the Client Affiliates any right to use the Service where it has authorized use of the Service to the Client Affiliates, or where due to the business/company structure of the Client, the Client Affiliates have access to the Service, the Client Affiliates shall be bound by the same terms of this Agreement (or any agreed upon changes in terms after signing of the Agreement), and that the Client shall be legally responsible for any breach of the terms of this Agreement or Unauthorised Use of the Service by the Client Affiliate, and that Neurons reserves the right to bring any legal action against the Client.
- b. The Client shall not rent, lease, sell, distribute, Sub-license the Neurons AI API, or API Key for use to any third party. Consequently, the Client will not use the Neurons AI API for the purpose of creating any software or API function that functions substantially the same as Neurons AI API and offer it for use by third parties.
- c. The Client shall not use the Service for purposes other than as stated in these Terms of Service or as stated in the Quote.
- d. The Client shall not perform an action with the intent of introducing to Neurons products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- e. The Client shall not use the Neurons AI API to analyze or upload any information or material that is unlawful or injurious, threatening, pornographic, violent, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another person's privacy, hateful, or racially/ethnically/or otherwise objectionable, or that contain, transmit, or activate any harmful code, or use the Neurons AI API for any activities where the use or failure of the Neurons AI API could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems). Neurons reserves the right to remove any site hosting such content from the Service without notice.
- f. The Client shall not interfere with or disrupt the Neurons AI API or the servers or networks providing the Neurons AI API.

- g. The Client shall not promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
- h. The Client shall not reverse engineer or attempt to extract the source code from the Neurons AI API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
- i. The Client shall not use the Neurons AI API to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
- j. The Client shall not remove, obscure, or alter any Intellectual Property belonging to Neurons Inc on any reports or analysis received, or any link to Neurons Inc official site or Terms of Service/agreements/notices.
- k. **Commercial Use and Competitive Restrictions:** The Client shall not use the Neurons API or any analysis derived from it to develop, market, or offer a directly competing product or service to Neurons, including by reselling API access, sublicensing the API, or replicating and commercializing the Neurons AI platform or its core capabilities. However, the Client is permitted to use the Neurons API to build and deliver value-added services for its own clients, as part of the Client's broader service offerings, provided such use remains in compliance with the terms of this Agreement. The Client shall not market, promote, or sell Neurons-powered analysis or outputs as their own proprietary technology without prior written consent from Neurons. Any public presentation or commercialization of Neurons analysis must clearly reference Neurons Inc. as the technology provider. White-labelling or rebranding of Neurons services is prohibited unless expressly permitted in writing by Neurons.

16. Confidential Matters

- a. Developer Credentials (such as passwords, API Keys, and client IDs) are intended to be used by the Client and to identify The Client Customer. The Client shall keep their credentials confidential and make reasonable efforts to prevent and discourage other Client Customers from using the Client's Developer Credentials. Developer credentials may not be embedded in open source projects.
- b. Neurons' communications to the Client and the Neurons AI API may contain Neurons confidential information. Neurons confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the given circumstances. If the Client receives any such information, then the Client will not disclose it to any third party without Neurons' prior written consent. Neurons confidential information does not include information that the Client independently developed, that was rightfully given to the Client by a third party without confidentiality obligations, or that becomes public through no fault of the Client.

The Client may disclose Neurons confidential information when compelled to do so by law, however the Client must provide Neurons reasonable prior notice beforehand, unless law, or a court mandates otherwise.

17. Intellectual Property and Client Data

- a. Neurons holds all Intellectual Property Rights to the Neurons AI API, including all copyrights, exclusive rights to trademarks, code and graphic elements constituting the Service, its products, software, code, logo, name, design, and website including design of the website, which all make up valuable trade secrets and Confidential Information of Neurons. The Client acknowledges and accepts that this Agreement does not grant the Client any Intellectual Property Rights whatsoever in the Service, products, code, logo, name design, website including design of the website and its related software, and all rights are reserved by Neurons. The Client may only use such Intellectual Property Rights in compliance with this Agreement or the subscribed package. Any form, database, or software that is altered, conceived, made or developed in whole or in part by Neurons during or as a result of the Business Relationship with the Client shall become and remain the sole and exclusive property of Neurons. The Client agrees to make no claim in the rights or ownership of any such form, database or software.
- b. Neurons acknowledges and accepts that the Client is the owner of all rights to the Client Data and content created by the Client using the Service.
- c. The Client grants Neurons permission to:
 - i. Collect, store, and process Client Data;
 - ii. allow its Third-Party Tools, including any sub-processors to collect, store and process the Client Data in order to provide the Service; and
 - iii. Share Client Data with Neurons' sub-processors as mentioned in the Neurons Data Processing Agreement; and
 - iv. Use Client Data for machine learning to support and improve their Service, and for benchmarking purposes. The Client may withdraw their consent for Neurons to use their data for machine learning and benchmarking purposes at any time by providing written notice to their Neurons contact via email communication;
- d. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by the Client of Neurons' Brand Features (including any goodwill associated therewith) will inure to the benefit of Neurons.
- e. The Client agrees to display any attribution(s) required by Neurons as described in the documentation for the API. Neurons hereby grants to the Client a

nontransferable, non-sublicensable, nonexclusive license while the Terms of Service are in effect to display Neurons' Brand Features for the purpose of promoting or advertising that the Client use the APIs. The Client understands and agrees that Neurons has the sole discretion to determine whether the Client's attribution(s) and use of Neurons' Brand Features are in accordance with the requirements and guidelines.

- f. Neurons is entitled to publish the Client's logos and confirm to other parties that the Client is a customer of Neurons.
- g. The Client accepts that they grant permission to Neurons to use the Client Data uploaded for benchmarking and machine learning purposes. This includes the right to:
 - i. Collect, store, and process the Client Data; and
 - ii. Share Client Data with Neurons' sub-processors.
 - iii. Use Client Data for machine learning to support and improve their Service, and for benchmarking purposes.

The Client may withdraw their consent at any time by providing written notice to their Customer Success Manager.

- h. The Client shall be solely responsible for the content of all Client Data uploaded, whether for itself or a third party, and/or which a Permitted User shall upload and/or which the Client shall require Neurons to provide copies of and/or which shall be transferred to a third party via the Service. The Client warrants to Neurons that it shall use industry standard generally accepted, and commercially reasonable measures designed to prevent any such data from containing any bugs (being viruses, worms, logic bombs, time locks, time bombs, trojan horses and bugs), infringe any copyright or other third party rights of any kind, be defamatory or otherwise transgress any laws of any country, and/or contains any special categories of personal data as stated in Article 9 in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and any personal data relating to criminal convictions and offences as stated in Article 10.
- i. Neurons Inc ApS reserves the right to remove any data, including Client Data that it reasonably believes contains a computer virus of any kind, infringes any copyright or other third-party rights of any kind, is defamatory or otherwise transgresses any laws of any country.

18. Section 7: Termination

- a. The Terms shall survive for the agreed upon duration as stated in the Quote, unless terminated earlier with prior written notice at least 30 days prior to the end of the remaining period of the 12 months agreement and upon termination, cease the Client's use of the Neurons AI API. If the agreement is not terminated by the 30 days written notice period before the end of the remaining period, the Client accepts that Neurons will renew this agreement on the standard Terms of Service as available on the official website of Neurons Inc at neuronsinc.com.
- b. If any condition as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any obligation of the Client under these Terms of Service, other procurement of these Terms of Service or the validity or enforceability of these Terms of Service generally.
- c. When these Terms of Service comes to an end, those Clauses that by their nature are intended to continue indefinitely will continue to apply.

19. Section 8: Warranties and Liability for our APIs

- a. Unless otherwise expressly agreed in writing, neither Neurons nor its suppliers or distributors gives any warranties, representations, conditions, or guarantees of any kind whatsoever, either express or implied by law (in contract or tort or otherwise) or custom, including – but not limited to – those regarding merchantability, fitness for purpose, correspondence to sample, title, design, condition, or quality. Without limiting the above, Neurons does not warrant that the procurement of APIs or other services shall be free from interruption or errors. However, interruptions and errors affecting the use of APIs shall be subject to the commitments outlined in the Parties' agreement.
- b. **LIMITATION OF LIABILITY**
 - i. Irrespective of the basis on which a claim is made, hereunder defects, delay, product and service liability etc. and irrespective of the degree of negligence, Neurons and its management and employees are not liable for any, special, incidental, consequential, or exemplary damages, or other indirect loss, damage or injury, including – but not limited to – loss of revenue and/or profits, loss of use, business interruption, loss of data or software, costs in connection with re- establishment and/or updating thereof, distortion of messages, loss of contracts, interest, goodwill or anticipated savings on save as aforesaid for any loss, damage or injury of any kind whatsoever, or violation of the Client's rights by any Third-Party, even if Neurons have been advised of the possibility thereof and regardless of the legal or equitable theory upon which the claim is based.
 - ii. Neurons shall not be liable for any injury or damage to the Client, the Client's properties, business, employees, agents, or the Client's customers in any way related to or arising out of the API or the use or implementation hereof the Client's direct or indirect losses or consequential losses such as, but not

limited to, business interruption, loss of profits, loss of data, software, costs in connection with re-establishment and/or updating thereof, loss of goodwill, distortion of messages, or loss of expected savings.

- iii. Unless otherwise expressly agreed in writing, Neurons gives no warranties, representations, conditions, or guarantees of any kind whatsoever, either express or implied by law (in contract or tort or otherwise) or custom, including – but not limited to – those regarding merchantability, fitness for purpose, correspondence to sample, title, design, condition, or quality. Without limiting the above, Neurons does not warrant that the procurement of the API shall be free from interruption or errors.
- iv. Where materials are supplied or specific instructions are given by the or any Permitted User on its behalf, Neurons shall have no liability caused by defects in or the unsuitability of such materials so supplied or by Neurons adherence to such specific instructions.
- v. The Client acknowledges and agrees that the Client cannot bring or initiate any act or proceeding against Neurons arising out of the agreement or relation to the API no later than 6 months after the cause of action has arisen.
- vi. If for any reason, Neurons becomes liable to the Client for direct damages for any cause whatsoever, and regardless of the form of action (in contract or tort or otherwise), incurred in connection with the agreement then the aggregate liability of Neurons for all damages, injury, and liability incurred by the Client in connection with the API, shall be limited to an amount equal to the amount actually paid by the Client for the API service and any other separately quoted for service(s) during the immediately preceding 6 months period.

c. **INDEMNIFICATION**

- i. Unless prohibited by applicable law, the Client will indemnify Neurons, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees, and expenses relating to any third-party legal proceeding for:
 - 1. all claims or proceedings taken against Neurons by any Permitted User, or any third party including any Client Customer in respect of personal injury or damage to property caused by or arising out of any act or omission of Neurons in the course of carrying out the Client's specific instructions or the specific instructions of a Permitted User on the Client's behalf;

2. any loss or damage suffered by Neurons caused by any bugs introduced to Neurons from the computer system of the Client or a Permitted User as a result of Client's or Client Customer's failure to use industry standard, generally accepted, commercially reasonable measures to avoid the introduction of a bug;
3. all actions, claims, costs, charges, expenses and proceedings arising from or incurred by way of any data uploaded and/or routed into or used with the APIs or other services provided by Neurons violating any copyright or other third party rights of any kind, being defamatory or otherwise transgressing any laws of any country or which is caused by or in connection with the Client's or any Permitted User's use of the APIs or any other services provided by Neurons;
4. all claims or proceedings taken against Neurons due to the Client's misuse or end user's misuse of the APIs other than as permitted by the Agreement;

20. Section 9: General Provisions

- a. **Modification:** With written notice, Neurons may modify these Terms of Service or any portion to, for example, reflect changes to the law or changes to the Service. The Client should look at the Terms of Service regularly. We'll post notice of modifications to the Terms of Service. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If the Client does not agree to the modifications/amendments to the Terms of Service, the Client should discontinue their use of the Services. the Client's continued use of the Service constitutes their acceptance of the modification of the Terms of Service.
- b. **General Legal Terms:** the Parties each agree to contract in the English language. If Neurons provides a translation of the Terms of Service, it is done solely for the convenience of the Client and the English Terms will solely govern the relationship of the Parties. The Terms of Service do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either Party's ability to seek injunctive relief. Neurons is not liable for failure or delay in performance to the extent caused by circumstances beyond Neurons' reasonable control. If one Party does not comply with the Terms of Service, and the other Party does not take action right away, this does not mean that the compliant Party is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms of Service are the entire agreement between the Client and Neurons relating to its subject and supersede any prior or contemporaneous agreements on that subject.