

TERMS AND CONDITIONS OF USE

(version 1.0 dated 28.08.2024)

The document you are reading constitutes temporary additional terms and conditions of use (hereinafter referred to as „Terms”) of the language model Bielik version 2.2 (hereinafter referred to as „Model”, „Bielik Model 2.2”) provided by the SpeakLeash Foundation, based in Wrocław (KRS no: 0001099568; hereinafter referred to as „we”, „us”), which was created as part of SpeakLeash /'spix.lɛʃ/ a.k.a. Spichlerz, an initiative to create the Polish Large Language Model (LLM). The Model is based on transformers used to generate and process natural language. By Model, we mean both the Model as a language model 2.2 in its basic version and the tuned model.

Each of our language models is made available under the licence terms specified with the model made available. We make the Bielik 2.2 model available under the terms of the Apache 2.0 licence (you can read the terms here: <https://www.apache.org/licenses/LICENSE-2.0>).

By proceeding to use our services or the Model, you accept these Terms. If you do not agree with the Terms, please do not use our services or the Model. Your failure to accept the Terms also means that you do not accept the terms of the licence referred to above.

Remember that the Model is a tool that can be used for many purposes. However, you are always responsible for how and for what purposes you use the Model. The Model was created for the benefit of people, not for the purpose of harming them.

We make the Model available to you subject to the following conditions:

Age restrictions	The use of the Model is possible for people who are at least 18 years old.
Account registration	In order to use our services or the Model, it is necessary to provide us with your personal data. Depending on where you use the services or the Model or download the Model, you may need to register a user account. Remember that you are fully responsible for all actions that are taken on your account.
Access to services and Model	Our services (e.g. benchmarking of language models, dueling language models on ChatArena PL) are available at https://speakleash.org/ . The Model is available via the above-mentioned website on ChatArena PL (for testing and comparing language models), on the website available at https://bielik.ai/ and is also available via the Hugging Face – The AI community building the future. platform (at https://huggingface.co/spaces) – in a basic version and a demo version of the tuned Model. If you download the Model, you can use it in your own IT resources.
Using our services and the Model	You may only use our services and the Model in a lawful and ethical manner. It is prohibited to use our services or the Model for: unlawful

	<p>purposes,create content that is harmful, offensive or discriminatory,defaming, harassing or threatening another person,infringement of intellectual property rights,engage in spamming or other disruptive practices,to interfere with or damage the functioning of (our or third party) IT systems or to gain unauthorized access to them,use the services or the Model for any activity that jeopardises the security of persons and property, in particular IT infrastructure,to introduce commands (so-called prompts) that are designed to circumvent the Model's security features, including tools to refuse to generate illegal, harmful, offensive or discriminatory content,processing of any personal data using them.</p>
Intellectual property	<p>We and our associated persons and entities own all rights relating to the services and the Model. You may use our name and logo for the sole purpose of indicating that you are using the Model (in its unaltered form), provided that you are using the Model in accordance with the law, the Terms and the Apache 2.0 licence conditions.Due to the way language models, including the Model, work, you are aware that the content generated by the Model may be similar or identical to each other. You accept this and waive to the fullest extent possible any claims against us in this respect.</p>
Liability for the generated content	<p>You are solely liable for any content that you upload or share via our platform and that you generate using the Model. By using our services and the Model, you are aware that you must own the rights to any content you share or otherwise use. We are not liable for the content you generate and how you use it, including any infringement of copyright or other intellectual property rights.For content posted by you on our services, including the Model provided on our infrastructure, we reserve the right to remove any content deemed inappropriate or in breach of the law or the Terms.</p>
Your general liability	<p>In the event that you violate the law or violate the Terms or the Apache 2.0 Licence conditions in connection with your use of our services or the Model, you shall indemnify us against any liability to third parties as a result of your acts or omissions, in particular any damage caused or any infringement of the rights or interests of third parties.</p>
No assurances and guarantees	<p>Please note that we are providing you with the</p>

	<p>services and the opportunity to use the Model in „as is” model. We make no representations or warranties of any kind, express or implied, including merchantability, fitness for a particular purpose or non-infringement, to you. Although the Model is an advanced language model, we do not guarantee the accuracy, reliability or appropriateness of any content generated by the Model. It is your responsibility to verify the results.</p>
Limitation or exclusion of liability	<p>To the fullest extent permissible by law, we shall not be liable for any damages or consequences of your use of our services or the Model, including your reliance on the results generated by the Model. In particular, we are not liable for: lack of possibility or problems with tuning of the Model, the improper operation of the Model, in particular the quality, accuracy and legal compliance of the content generated, nor any damage arising from or in connection with the use of the Model; damage caused by errors or inadequacies in your or third-party software, in particular as a result of the integration of the Model with such software, loss of data and inability to restore them, damage resulting from improper use of the services or the Model or changes made to the Model, damages resulting from your use of our services or the Model in a manner inconsistent with their intended use or the Terms, defects or malfunctions in the infrastructure used by us to provide services and access to the Model, defects or malfunctions in the infrastructure used by you for the use of the Model, your lost profits.</p>
Termination of services and use of the Model	<p>We reserve the right to suspend or terminate your service at any time, whether in the event of a breach of these Terms or for other reasons (including those beyond your control). You have no claim against us for this.</p>
Applicable law	<p>These Terms shall be governed by and construed in accordance with the laws of Poland.</p>
Court of jurisdiction	<p>In the event of any dispute regarding the use of our services or the Model, including any breach of the Terms or conditions of the Apache 2.0 licence, the court with jurisdiction over the capital city of Warsaw (Warsaw District Court or Warsaw Regional Court competent for the capital city of Warsaw, as applicable) will have jurisdiction.</p>
Amendment of the Terms	<p>We are continually working to develop and improve our services and the Model. For this</p>

	reason, and due to the specific nature of the Model's development as well as the changing legal environment, we reserve the right to change the Terms from time to time at our discretion. We will inform you of changes via email or an announcement on our website.
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