

# Terms of use

## Acceptance of terms

Welcome to [www.tensorleap.ai](http://www.tensorleap.ai). This website (the "Site") is owned and operated by Tensorleap Ltd., an Israeli company and its subsidiaries and/or its affiliates ("Tensorleap" or "we" or "our"). The terms and conditions below (the "Terms" or "Agreement") govern your use of this Site and the Services (as defined below).

### ATTENTION

Read these terms carefully before using the site, registering for a demo or trial of the services, or otherwise submitting and/or making available any content or information (the "submitted data") for analysis by Tensorleap's proprietary deep-learning development solution (the "services" and the "solution"). This agreement applies to the use of and access to the site and to any demo or trial (as such terms are defined below) that may be made available to you by Tensorleap, unless you have a separate written agreement with Tensorleap that expressly covers the services or another license or subscription to use the solution. Only business owners and persons acting in the name of and on behalf of companies or authorities, as well as persons acting on their own behalf for their personal use, are authorized to use the services ("you" or "user"). Users are exclusively natural or legal persons that use the services for their own internal business activity. By using this site or registering for a demo or trial of the services, you consent to be bound by these terms and confirm that you are of legal age to form a binding contract. If you do not agree to the terms, you must not use the site or register for any demo or trial of the services. These terms of use ("agreement") are a legal agreement between you (the party using the services or otherwise obtaining access to the solution) and Tensorleap. Any commercial or production use of the services or the solution shall be governed by a separate paid enterprise/personal subscription agreement ("ESA") to be entered into between Tensorleap and the user.

## The service

The services, as applicable to the Tensorleap solution used by you, enable you to connect, upload, and submit your submitted data in order to build, analyze, and optimize your neural networks and receive insights and feedback regarding your development of deep-learning technologies (respectively, the "services" and the "output").

Subject to the terms and conditions of this agreement and your compliance herewith, Tensorleap hereby grants to you a worldwide, non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to browse the site, and in the scope of a demo or trial (as such terms are defined below) to use the output and/or the services which are described below, solely for the management and improvement of your internal software development processes.

Any further use of the solution and services exceeding the permissions, time limitation, and capacity made available through the demo or trial is subject to you and Tensorleap entering into a separate ESA.

#### ATTENTION

The solution and services may utilize, or be utilized using, certain computer programs (libraries, routines, and other code) that we distribute and may make available to users ("Tensorleap available code"). Unless otherwise provided in writing by Tensorleap in the relevant program release notes, any such Tensorleap available code shall be deemed an inseparable portion of the solution and services for the purpose of this agreement regardless of whether it is in source code form, source code available form, compiled form, or binary form.

## Demo and trial of the services

We may make available on the site certain demonstrations of the services ("demos") and/or allow you to register for a free or paid trial of the services and solution ("trial"). Any demos and trials, and any use thereof, are governed by these terms.

You acknowledge that we may, in our sole discretion and at any time, add, remove, discontinue, edit, or otherwise change any part of the site, including any demos or trials (either prospective or ongoing) and the services made available under such demos or trials, without notice. This may include, without limitation, removing any submitted data and/or output provided in the scope of such demos and trials. You may reject changes by discontinuing your use of the site and demos and trials. Your continued use of the site, demos, or trials will constitute your acceptance of and agreement to such changes.

We may block access to the site or the services from any user that we suspect of breaching any term of this agreement and/or abusing the services, without derogating from any other right or remedy that we may have by law, equity, or otherwise.

## Intellectual property; trademarks

All rights (including intellectual property rights) related to or arising from the site, the services, or the solution (excluding submitted data and its embodiment in the output), including all content included on or incorporated into the site, the services, or the solution—such as literary works, analyses, reports, conclusions, discoveries, text, images, photos, trademarks, service marks, designs, UI, technology, software, trade secrets, and any other proprietary materials included and/or used therein (collectively, the “content”)—and any derivative, enhancement, or modification of the aforementioned, are and shall, as between you and Tensorleap, at all times remain exclusively owned by Tensorleap, and are protected by copyrights, trademarks, service marks, patents, and other proprietary rights and laws.

This agreement does not confer to you any rights in the site, content, solution, or services, or any part thereof, other than the limited license to use the site, services, solution, and output as explicitly permitted above.

“Tensorleap” and all logos and other proprietary identifiers used by Tensorleap in connection with the site, solution, or the services (“Tensorleap trademarks”) are trademarks and/or trade names of Tensorleap, whether or not registered. No right, license, or interest in Tensorleap trademarks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Tensorleap trademarks. Therefore, you will avoid using any of those marks unless expressly permitted herein.

## User conduct; restriction on use

In connection with your use of the site, the solution, and the services, you agree to abide by all applicable local, state, national, and international laws and regulations. You may not, whether by yourself or through anyone on your behalf, nor allow or facilitate a third party to:

- Use and/or access the services or the solution, including through your account or by using your access credentials, for any purpose intended for the benefit of third parties. In particular, you may not sell, rent, license, or otherwise commercially dispose of or make your access to the services and/or the solution available to third parties.
- Use the services and/or the solution, or any part thereof, for any purpose or in any manner not explicitly authorized hereunder, including, without limitation, to use any part of the services or solution to train machine-learning models or for any other machine-learning or similar activities.
- Violate any rights of others or the operational or security mechanisms of the services.

- Copy, modify, distribute, publicly display, transfer, or create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile, disassemble, or reproduce the site, the solution, and/or the services, or any parts thereof, for any purpose.
- Create a browser or border environment around the site, services, and/or solution; link (including in-line linking) to elements on the site, solution, or services, such as images, posters, and videos; and/or frame or mirror any part thereof, except as expressly permitted hereunder.
- Transmit, distribute, display, or otherwise make available through or in connection with the site, solution, or services any content, including any submitted data, in a manner that infringes third-party rights (including intellectual property rights and privacy rights), or that may contain any unlawful content.
- Transmit or otherwise make available in connection with the site, solution, and/or services any malware or other computer code, file, or program that may, or is intended to, damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other harmful, disruptive, or invasive code or component.
- Interfere with or disrupt the operation of the site, the solution, and/or the services, or the servers or networks that host them or make the site, solution, and/or the services available.
- Use the site and/or the services for or in connection with any form of spam, unsolicited mail, or similar conduct.
- Bypass any measures used to prevent or restrict access to the site, solution, and/or the services and/or certain functionalities therein.
- Use the content, the solution, the site, and/or the services for any illegal, immoral, or unauthorized purpose.
- Remove or delete any copyright notices, restrictions, and signs indicating proprietary rights of Tensorleap and/or its licensors, including copyright marks (©) or trademarks (® or ™) contained in or accompanying the site and/or the services.
- Access and/or use any services, solution, and/or the content provided therein in order to build a competitive product or service.
- Publish or disclose to any third party any technical features, quality, performance or benchmark test, or comparative analyses relating to the solution and/or services.
- Infringe or violate any of the terms and conditions of this agreement.

## Minors

You represent that you are at least eighteen (18) years of age. We reserve the right to require you, at any stage, to provide proof of age so that we can verify that only eligible users are using the site and services. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the site or services, we reserve the right to prohibit and block such user from accessing the site and/or services.

## User data; submitted data

In your use of and access to the site, solution, and services as permitted hereunder, you may provide, and Tensorleap may collect, store, transfer, and use, certain data and information related to you and to your use of or access to the site, solution, and/or services, including, without limitation, the submitted data and information required for the registration process (the “user data”), all pursuant to the provisions of our privacy policy located at <https://docs.tensorleap.ai/Privacy> (the “privacy policy”).

By submitting the submitted data, you grant Tensorleap and its affiliates a non-exclusive, worldwide, royalty-free, non-transferable license to use, process, edit, host, store, reproduce, and modify the submitted data, and to create derivative works therefrom, for the sole purpose of and as required for Tensorleap to provide the services and output. In addition, you grant Tensorleap and its affiliates a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, fully paid-up license to collect, store, process, analyze, transfer, display, and otherwise use any and all metadata, data concerning processes, analysis, and other development parameters resulting from, or otherwise obtained from, your use of the services or from the output, provided that such data has been anonymized so that it cannot identify, or otherwise be understood to relate to, any identified person or entity, for the purpose of researching, developing, enhancing, and improving our current and future products and services.

### ATTENTION

You hereby confirm that you are either the original owner of the submitted data you uploaded or made available, or that you have the necessary rights and authorizations to provide the submitted data under the terms hereof.

With the exception of the personal contact information actively provided by you through the site and required by us, you represent and warrant that the submitted data and/or user data does not, and shall not throughout your use of the site and services, include any information that may be deemed personal information (as such term is defined in the privacy policy or under any applicable law), or other data subject to specific regulatory or statutory protection regimes.

This includes, without limitation, information regulated under the Children's Online Privacy Protection Rule (COPPA) and the Health Insurance Portability and Accountability Act (HIPAA). Without derogating from the aforementioned, in the event that your submitted data and/or user data includes any information that may be deemed personally identifiable information under any applicable law, you represent and warrant that you have provided sufficient notices, obtained the necessary or advisable consents from any party, and otherwise have the lawful basis upon which to share the personally identifiable information with Tensorleap and its affiliates, and to allow any and all uses as contemplated under this agreement and under the privacy policy.

You shall indemnify Tensorleap and its affiliates, and their respective officers, directors, employees, and representatives (the "indemnified parties"), for any liabilities, claims, alleged claims, losses, and damages (of every kind, whether known or unknown, suspected or unsuspected), including reasonable attorney's fees, resulting from any third-party claim against the indemnified parties in connection with your breach of the representations, statements, and warranties under this section 7.

## Confidentiality

Either party (a "disclosing party") may disclose or make available to the other party (a "receiving party") certain confidential information regarding its technology, operations, and business ("confidential information"). The receiving party agrees to use reasonable industry-standard measures to protect the confidentiality of, and not disclose, the confidential information to any third party, nor use any confidential information except as required to provide or use the services or the solution in the scope of the parties' engagement hereunder.

Confidential information shall not include information that the receiving party can show by written evidence:

- (a) was already lawfully known to, or independently developed by, the receiving party without access to or use of confidential information;
- (b) was received by the receiving party from any third party without restrictions;
- (c) is publicly and generally available, free of confidentiality restrictions.

The receiving party shall not be prevented from disclosing confidential information pursuant to a binding court order or similar binding legal requirement, provided that the receiving party gives the disclosing party prompt notice of such requirement and cooperates to minimize the scope of disclosure. The receiving party shall restrict disclosure of confidential information to those of its employees with a reasonable need to know such information and who are bound by written confidentiality obligations no less restrictive than those set out herein. The receiving party shall, in any event, remain liable for any actions or omissions of its employees and service providers as if performed by the receiving party itself.



Upon termination or expiration of this agreement for any reason, or upon the user's written request, Tensorleap shall return or permanently destroy all user data in its possession and have an authorized signatory of Tensorleap certify the same in writing to the user.

All user data and submitted data constitute the confidential information of the user, and except as expressly set forth above with respect to anonymized data, Tensorleap shall not disclose such user data and submitted data to third parties, nor use such user data and submitted data, except to provide the site, the demo, and the trial (as applicable) to the user.

## Your contributions to the site or the services

In the event you provide us, or post on or through the services or the site, any suggestions, material, ideas, comments, or other feedback relating to the site, the solution, the services, and/or the content, including, without limitation, the output ("feedback"), you agree that we may, in our sole discretion, use any feedback in any way, including, without limitation, in future modifications of the site, solution, services, or advertising and promotional materials relating thereto.

If applicable, all "moral rights" that you may have in your feedback have been voluntarily waived by you.

## Privacy policy

Information about you, or related to you, that we collect or obtain through the site or through demos and trials is subject to our privacy policy, available at <https://docs.tensorleap.ai/Privacy>. By accessing the site and/or registering for demos or trials of the services, you consent to the collection and use of information as described herein and/or in our privacy policy, as may be amended by us from time to time.

## Disclaimer of all warranties

You acknowledge and agree that your use of the site, the solution, the services, and the content, including, without limitation, the output, pursuant hereto, is at your own discretion and sole risk, and that you will be solely responsible for any resulting consequences. Tensorleap (on behalf of itself and its subcontractors and affiliates) disclaims any responsibility for any loss or harm caused in connection with, or resulting from, your use of or reliance on the output, the services, or the solution.

This site, the solution, the services, and the content, including, without limitation, the output, are provided hereunder on an "as is" and "as available" basis.

To the maximum extent permitted by applicable law, we and our affiliates expressly disclaim all warranties of any kind, whether express or implied, regarding the site, the solution, the services, and the content, including, without limitation, the output, as made available hereunder. This includes the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Without limiting the foregoing, we make no warranty that the site, the solution, the services, and the content, including, without limitation, the output, will meet your requirements, or will be uninterrupted, timely, secure, or free from errors, bugs, or viruses. Nor do we warrant or make any representations regarding the use of, or the results from, the site, the solution, the services, and the content, including, without limitation, the output, in terms of their correctness, completeness, availability, accuracy, usefulness, reliability, or otherwise. We make no warranty that the output will be generated within any particular time frame, or at all.

## Limitation of liability

### ATTENTION

Under no circumstances shall Tensorleap be liable for any indirect, incidental, special, exemplary, or consequential damages, nor for any damages (i) arising out of the use of, or the inability to use, this site or the services; (ii) for the cost of procurement of substitute goods and services; or (iii) resulting from any inaccuracies or errors of information received as a result of using this site or the services, including, without limitation, the output. In each case, this includes, but is not limited to, damages for loss of profits, reputation, goodwill, use, data, or other intangibles, even if we have been advised of the possibility of such damages. In no event will Tensorleap, its affiliates, or their respective directors, officers, shareholders, and employees ("Tensorleap parties") aggregate liability to you exceed the amounts paid by you to Tensorleap in respect of the services or access to the solution.

Subject to applicable law, you agree that, regardless of any statute or law to the contrary, any claim or cause of action brought by you, or by anyone on your behalf, arising out of or related to use of the services or to this agreement, must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

## Indemnification

You release, and agree, at your own expense, to indemnify, defend, and hold harmless Tensorleap, its officers, directors, employees, agents, and affiliates, from all liabilities, claims, alleged claims, losses, and damages (of every kind, whether known or unknown, suspected or unsuspected), including reasonable



attorney's fees, related in any way to:

- (I) your breach of any term or condition of this agreement;
- (II) your use of, reliance on, or access to this site, the services, any of our users' submitted data, and the content, including, without limitation, the output;
- (III) your feedback;
- (IV) your use of, reliance on, or access to any third-party software, applications, or data resulting from your use of the site or the services;
- (V) any rights of a third party with regard to your submitted data, including privacy or intellectual property rights.

We will provide you with written notice of any such claim, suit, or action. You shall cooperate fully in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

## Amendments

We may change the terms of this agreement or the services at any time, in our sole discretion. If we make any material changes to this agreement, we will post a notice of these changes on our site. If you do not agree to the new or different terms, you should not use the site or the services.

## Governing law

Your use of the site or the services may be subject to local, state, national, and international laws. By visiting or using the site, the services, and any part thereof, you expressly agree that this agreement will be governed by Israeli law, without regard to its choice of law or conflicts of law principles. You expressly consent to the exclusive jurisdiction and venue in the courts in Tel Aviv, Israel, except that temporary relief to enjoin infringement of intellectual property rights may be sought in any court.

## Miscellaneous

This agreement, together with our rules and policies on the site (as updated from time to time), comprise the entire agreement between you and us, state our entire liability and your exclusive remedy with respect to the site and services, and supersede all prior agreements pertaining to the subject matter hereof.

If any provision of this agreement is held to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the original intent, and the other provisions shall remain in full force and effect. Any failure to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision.

The section titles in this agreement are solely for convenience and have no legal or contractual significance. This agreement is personal to you, and you may not assign any of your rights or obligations hereunder. This agreement may be assigned by us without restriction.

The provisions of Section 4 (Intellectual property), Section 5 (User conduct; restriction on use), Section 6 (Minors), Section 9 (Privacy policy, including the privacy policy referred to therein), Section 10 (Disclaimer of all warranties), Section 11 (Limitation of liability), Section 12 (Indemnification), and Section 15 (Miscellaneous) will survive the termination or expiration of these terms, including any provision meant to survive such termination or expiration, or any rights accrued prior thereto.