ARCHIVED COPY of End User Agreement as published at https://www.rezolve.ai/legal/end-user-agreement until 2026-11-11. Superseded by Version 3.0.

End User Agreement

The terms of service that apply to individual end users of the Rezolve.ai Service.

Version 2.2 · Last updated August 20, 2024

TERMS OF SERVICE

This Terms of Service Agreement (the "Agreement") is a legal agreement between you ("You") and Actionable Science Inc. a Delaware Corporation ("Company") for use of the rezolve.ai website, the servers used by either the website or application, the computer files stored on such servers, and all services, features and content offered by the Company (collectively, the "Service").

1. Acceptance of Terms

Please read this Agreement carefully. By creating an account or accessing or using the Service, You acknowledge that accept and agree to be bound by the terms of this Agreement. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS THE SERVICE. We may modify this Agreement from time to time. Any amended terms automatically take effect 10 days after they are initially posted on this site. Your use of the Website following the effective date of any modifications to this Agreement will constitute Your acceptance of the Agreement, as modified. You agree that notice on the Site of modifications is adequate notice.

2. Registration and Eligibility

By using the Service, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a “Minor”), that you are using the Service with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to use the Service and agree to the Agreement. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to the Agreement and to fully indemnify and hold harmless the Company if the Minor breaches the Agreement. If you are not at least 13 years old, you may not use the Service at any time or in any manner or submit any information to the Company or Service.

You must be designated as an authorized user by an enterprise customer of the Company (“Customer”) to use our service. You may register for an account with us, or you may be provided with one by the Company or the Customer to use the Service (“Account”). Furthermore, Your access to certain features of the Service is subject to such enterprise customer’s account or other restrictions set by the Company, and Your access to any part or all of the Service may be suspended or terminated at any time.

You further acknowledge and agree that:

- You shall not have more than one Account at any given time, and shall not create an account using a false identity or information, or on behalf of someone other than Yourself.
- You shall not have an Account or use the Service if You have been previously removed by the Company.

- You are legally allowed to use the Service and you have provided the necessary consents.

You agree that You will supply accurate and complete information to the Company, and that You will update that information promptly after it changes.

3. Data Privacy

When creating or updating an Account on the Service, You may be required to provide the Company with certain personal information, which may include Your name, birth date, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with the Company's Privacy Policy. Furthermore, if you are a resident of California, the terms of the CCPA Addendum will apply.

4. Limited License

The Company grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service for Your own individual use in relation to the Customer and subject to the other terms of this Agreement. All rights, title, and interest in and to the Service not expressly granted in this Agreement are reserved by the Company.

5. Your Use of the Service

As a condition of using the Service, You agree not to use the Service for any purpose that is prohibited by this Agreement. You are responsible for all of Your activity in connection with the Service and You shall abide by all local, state, national, and international laws and regulations and any applicable regulatory codes. You agree to the following:

- You may not resell, rent, lease, loan, sublicense, distribute, or otherwise transfer rights to the Service.
- You may not modify, reverse engineer, decompile or disassemble the Service.
- You may not copy, adapt, alter, modify, translate, or create derivative works of the Service without written authorization of the Company.
- You may not permit other individuals to use the Service, including but not limited to shared use via a network connection, except under the terms of this Agreement.
- You may not circumvent or disable any procedural or technological features or measures in the Service.
- You may not use the Service in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the laws of any jurisdiction.
- You may not use or access the Site or Service to compile data in a manner that is used or usable by a competitive product or service.
- You shall not share sensitive personal information, such as identity numbers or payment information, through or using the Service.
- You shall not use Your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone.

- You shall not introduce any malicious code that could negatively affect the Services or the Company's business.
- You shall not use the Service in a manner that would be detrimental to the Company.
- You shall not use Your Account to engage in any illegal conduct.

Any such forbidden use shall immediately terminate Your license to the Service.

6. No Reliance on the Service

You may not rely on the Service for legal, financial, or other professional advice. Certain features of the Service utilize generative AI tools. Such tools include without limitation Azure OpenAI, Google Cloud Platform, Anthropic, and IBM. Generative AI is experimental technology and subject to their own policies. The Company is not able to control all of the content that is returned from the generative AI tools, and disclaims any liability for inaccurate, infringing, harmful, abusive or offensive language or content that may be returned in response to Your or any other user's prompts. Additional details about our service provider's policies are available in our About Box, available here https://learn.microsoft.com/en-us/legal/cognitive-services/openai/data-privacy

7. Account Security

You are solely responsible for activity that occurs on Your account and it is Your responsibility to protect Your personal data and maintain the confidentiality of Your user information and password. You are also responsible for immediately notifying the Company of any unauthorized use of Your account, or breach of Your account information or password. The Company will not be liable for any loss that You may incur as a result of someone else using Your username or password, either with or without Your knowledge. To the extent allowable by law, You shall be liable for any expenses and reasonable attorney's fees for Your failure to safeguard user and password information and/or promptly notify the Company about unauthorized use of Your account or breach of Your account information or password.

8. Monitoring

We reserve the right to view, monitor, and record activity when You use the Service without notice or further permission from You, to the fullest extent permitted by applicable law, although we have no obligation to do so. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with the investigation or prosecution of possible criminal activity involving use of the Service.

9. Third Party Links

The Service may give You access to links to third-party websites ("Third Party Sites"). The Company does not endorse any of these Third Party Sites and does not control them in any manner. Accordingly, the Company does not assume any liability associated with Third Party Sites. You need to take appropriate steps to determine whether accessing a Third Party Site is appropriate, and to protect Your personal information and privacy on such Third Party Site.

10. Changes to the Service

From time to time and without prior notice to You, we may change, expand and improve the Service. We may also, at any time, cease to continue operating part or all of the Service or selectively disable certain aspects of the Service or portions of the Site. Any modification or elimination of the Service will be done in our sole and absolute discretion and without an ongoing obligation or liability to You, and Your use of the Service does not entitle You to the continued provision or availability of the Service.

11. Feedback

By submitting any ideas, suggestions, recommendations, corrections or other feedback ("Feedback") relating to the Service, you grant us a perpetual, irrevocable, worldwide, royalty-free license to freely use, modify, implement, and incorporate such Feedback into our Services.

12. Indemnity

You hereby agree to indemnify and hold the Company, its affiliates, officers, directors, employees, agents, legal representatives, licensors, subsidiaries, joint ventures and suppliers (collectively, the “Covered Parties”), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your breach of this Agreement, or Your violation of any law or the rights of a third party. You further agree to hold harmless and indemnify the Covered Parties in connection with your use of the Service, except when caused by the Company’s gross negligence or intentional misconduct.

13. Warranty Disclaimer

The Company controls and operates the Service from various locations and makes no representation that the Service is appropriate or available for use in all locations. Services may not be available in Your location or may vary across locations. THE SITE AND SERVICE ARE PROVIDED "AS IS", "AS AVAILABLE" AND ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW. THE COMPANY, AND ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOU UNDERSTAND THE SERVICE UTILISES VARIOUS THIRD PARTY COMPOENTNS AND INTEGRATIONS, WE ASSUME NO RESPONSIBILITY OR LIABILITY RELATING TO THE SAME. YOUR USE OF THE SITE AND SERVICE IS SOLELY AT YOUR OWN RISK.

14. Limitation of Liability

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, OR DATA PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE, SERVICE, OR USER CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF THE COMPANY IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) $100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15. Termination

The Company may terminate Your license to use the Service with or without cause at any time, with or without notice should You breach this Agreement or fail to comply with any term of this Agreement, Your right to use the Service shall terminate immediately and without notice. You may also terminate this Agreement by simply discontinuing use of the Service. All provisions of this Agreement, which, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

16. Miscellaneous

Any dispute arising from this Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE IN AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN ALAMEDA COUNTY, STATE OF CALIFORNIA AND THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL. Any cause of action You may have with respect to Your use of the Site and Service must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. Provisions of this Agreement which ought to by their nature survive shall survive. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

17. No Class Actions

All claims between the parties related to this Agreement will be litigated individually and the parties will not consolidate or seek class treatment for any claim, unless previously agreed to in writing by the parties.

18. Communication

All communication to you, including notices, relating to this Agreement will be deemed given when sent by email to the email ID provided to us by You or the Customer on your behalf. You should send all notices under this Agreement by email to Saurabh@rezolve.ai.