

TERMS AND CONDITIONS

Last updated: 11-04-2024

Effective: 11-04-2024

Krutrim SI Designs Private Limited and its subsidiaries (the 'Company', 'we' or 'us') having its registered office at 8th Floor, Wing C, Prestige RMZ Startech Block C, Industrial Layout, Hosur Road, Koramangala, Bengaluru, Karnataka, 560095, India is the data fiduciary under this Privacy Policy. The company is engaged in the business of researching, designing, developing AI applications and AI solutions by using cloud infrastructure to provide unique AI solutions to its customers/users.

These Terms and Conditions ("Terms") govern your use of Krutrim AI ("Krutrim", "we", "us") website and conversational AIs ("Services").

These Terms incorporate, by reference our Privacy Policy, as well as any other written policies and documentation that we may provide from time to time. You agree to use our Services in compliance with these Terms.

Our Privacy Policy explains how we collect and use personal information which can be accessed [here](#).

Your use of our Services in any manner means that you agree to the Terms. Unfortunately, if you do not agree with these Terms, you should not use our Services.

You are strongly advised and requested to keep yourself updated with the terms and conditions and amendments/modifications thereto.

1. Services

Eligibility:

Our Services are not intended for minors under the age of 13. If you are a minor under the age of 13, you shall have due consent from the parent or legal guardian to use the Services. If you have reason to believe that a minor under the age of 13 is using our Services, please let us know immediately at support@olakrutrim.com and we will seek to revoke access and delete any associated information as quickly as possible.

If you are under 18 you must have your parent's or legal guardian's permission to use the Services.

You must only use the Online Services and the generated Creations: (i) in a lawful manner and in compliance with all applicable laws; and (ii) in a manner that does not infringe or attempt to infringe, misappropriate or otherwise violate any of our rights or those of any other person or entity (for clarity, "manner" includes, without limitation, the method, purpose and/or means of causing or attempting to cause the Online Services to generate content).

Due to the nature of the Online Technologies, creations may not be unique across users and the Online Services may generate the same or similar output for you or other users. Other users may also ask similar or even identical questions and receive the same, similar or different responses.

Third Party Services: Our offerings may include third-party software, products, or services ("Third-Party

Services"). Certain aspects of our services, such as our browse feature, may incorporate results generated by these services ("Third-Party Output"). Both Third-Party Services and Third-Party Output are governed by their respective terms, and we disclaim any responsibility for them. If any of our third party brings an intellectual property infringement claim against you alleging that your usage infringes the third party's intellectual property rights, you shall (a) defend against such claim and (b) reimburse for any damages that it suffers as a result of such infringement.

2. Acceptable Use

You agree that you will use our Services in accordance with the following rules, as well as any other written policies we may provide from time to time and applicable laws. Failure to do so may result in suspension or termination of our services along with reporting of your account to relevant authorities:

- **Illegal Use**: You must use our Services in absolute compliance with applicable laws present and future. If your use of our Services are limited by the laws applicable to you, you are not authorized to use our Services for that purpose.
- **Harmful Uses**: You shall not use or attempt to use our Services to generate harmful content. Such content includes material that may lead to harm or injury to yourself or others, content relating to unethical behavior, or content that may spread misinformation. This policy also bars attempts to use the Services to create content to be fraudulently represented as human-generated. We shall determine in our sole discretion and in accordance with applicable laws when a material/use is Harmful.
- **Abusive Content**: You shall not use or attempt to use our Services to generate hateful or discriminatory content, sexually explicit content, descriptions of graphic violence, or other types of shocking/inappropriate material which is impermissible under applicable laws
- **Infringing Rights**: You shall not use or attempt to use our Services to infringe or violate the rights of others, including violations of the privacy of others. This includes queries to surface the personal information of individuals, including phone numbers, addresses, and other similar sensitive data. You shall not use any content that you do not have the Intellectual Property Right to use or share in order to use our Services and We shall not be liable for any such infringement alleged or otherwise. We further reserve the right to initiate or support any necessary action, including but not limited to blocking your account, in the event such infringement is detected or reported.
- **Security**: You shall not attempt to engage with our Services in an effort to disable, disrupt, or otherwise subvert the security of our Services. This includes attempts to bypass or disable any content moderation and safety measures implemented within our Services.
- **Reverse Engineering**: You shall not use or attempt to use our Services to reverse engineer, decompile, or otherwise attempt to obtain the underlying models, algorithms, or source code of the Services. You shall not engage in this or any other activities with regard to our Services to build products that may be competitive with our services.
- **Accuracy**: Our Services are rapidly evolving as we constantly improve to make them more accurate, reliable, safe and beneficial. Given the probabilistic nature of machine learning, use of our Services may, in some situations, result in Output that does not accurately reflect real people, places or facts.
- **Scraping**: You may not scrape or attempt to "crawl" or "spider" any page, data, or portion of our Services, either via manual or automated means or buy, sell, or transfer API keys from, to or with

a third party.

- You shall not attempt to engage with our Service to develop any content that is against the public policy and national/ general public interest or spread misinformation in public.
- You will not represent that any output generated using our Services is human generated.

Please note, the above list is indicative and not exhaustive in nature. A prohibited use shall be determined by the Company in our sole discretion and will be in accordance with applicable laws.

AI-based models are not fine-tuned to provide legal, financial and medical advice. You should never use our model to provide legal advice, financial advice, and for any diagnostic or treatment services for serious medical conditions,

We have further requirements for certain uses of our models:

1. Applications of our models intended for consumer interaction in medical, financial, and legal sectors, as well as in news generation or summarization, and other relevant contexts, should include a disclaimer for users. This disclaimer should communicate that the content has been generated with the use of AI and highlight its potential limitations.
2. Automated systems are required to inform users about their interaction with an AI system. Except for chatbots representing historical public figures, products simulating another individual must obtain explicit consent from that person or conspicuously provide labels such as "simulated" or "parody."
3. Use of model outputs in livestreams, demonstrations, and research are subject to our Terms.

Plugin policies

In addition to the disallowed usages of our models detailed above, we have additional requirements for developers building plugins:

- The plugin manifest must have a clearly stated description that aligns the functionality of the Application Programming Interface (API) exposed to the model.
- Avoid incorporating irrelevant, unnecessary, or misleading terms or instructions in the plugin manifest, descriptions within our website's endpoints, or plugin response messages. This encompasses directives discouraging the use of other plugins or attempting to influence or prescribe model behavior.
- Refrain from using plugins to bypass or disrupt our safety systems.
- Avoid utilizing plugins to automate interactions with real human beings, either by simulating human-like responses or by responding with pre-programmed messages.
- Plugins that distribute personal communications or content generated by Krutrim AI (such as emails, messages, or other content), it is imperative that you explicitly disclose that the content was generated by AI.

Like our other usage policies, we expect our plugin policies to change as we learn more about use and abuse of plugins. The users are strongly advised and requested to keep themselves updated with the terms and conditions and amendments thereto.

Content co-authored with our website's API

Creators who wish to publish their first-party written content (e.g., a book, compendium of short stories) created in part with our API are permitted to do so under the following conditions:

- The published content should be credited to your name or company.
- The involvement of AI in creating the content must be explicitly disclosed after the prior written approval from us in a manner that is easily noticeable to any reader and is easily comprehensible to the average reader.
- Content topics must adhere to our Terms, avoiding subjects such as adult content, spam, hateful material, politically or religiously sensitive content inciting violence/hatred, or any other uses that could result in social harm or any other category which may be added from time to time.

3. Content

Customer Content: You and End Users may provide input to the Services (“Input”), and receive output from the Services based on the Input (“Output”). We call Input and Output together “Customer Content.” As between you and us, and to the extent permitted by applicable law, you will retain all ownership rights in Input.

Our Obligations for Customer Content: We will process and store Customer Content in accordance with our Privacy Policy. We will only use Customer Content as necessary to provide you with the Services, comply with applicable law, and enforce our Policies.

Your Obligations for Customer Content: You are responsible for all Input and represent and warrant that you have all rights, licenses, and permissions required to provide Input to the Services. The sole responsibility for utilizing the outputs, as well as assessing their accuracy and suitability for your specific use case, rests with you.

Similarity of Output: You recognize that given the nature of our services and artificial intelligence in general, the output may not be exclusive, and other users might receive similar content from our services. Responses specifically requested and generated for other users are not regarded as your output. The assignment of output mentioned earlier does not encompass the output of other users or any content provided as part of a third-party offering.

Our Use of Content: We will use the content of your conversations as well as other metadata to train our models, improve our Services, and create new Services. Our use of this data is provided in our Privacy Policy.

Accuracy: Artificial intelligence and machine learning are rapidly evolving fields of study. We continuously strive to enhance our services, aiming for increased accuracy, reliability, safety, and overall benefit. Due to the probabilistic nature of machine learning, there are instances where the use of our services may yield output that does not precisely reflect real individuals, locations, or factual information. We disclaim all liability in relation to the Output thus generated and reliability/publication or usage of the same is at your sole risk.

When you use our Services you understand and agree:

- The output may not consistently be accurate. It is not advisable to rely solely on the output from our Services as an absolute source of truth or factual information, or as a substitute for professional advice.

- Before utilizing or sharing output from the Services, it is imperative that you assess its accuracy and suitability for your specific use case. This evaluation may involve human review as necessary.
- Avoid utilizing any Output concerning an individual for purposes that could have legal, medical or other material repercussions for that person, such as, including but not limited to, making decisions regarding credit, education, employment, housing, insurance, property related matters, legal matters, investment decisions, medical issues, or other significant aspects of their life.
- Our services might generate incomplete, incorrect, or offensive Output that does not reflect the views of Krutrim AI. If the output references any third-party products or services, it does not imply endorsement or affiliation with Krutrim AI by the third party.

Opt-out: If you do not want us to use your content to train our models, you have the option to opt out by updating your account setting and ceasing to use our Services. Please note that doing so may limit our ability to better address your use case.

We may share identifier such as IP address and other device identifiers with our affiliates, vendors and service providers and law enforcement.

4. Security

Our Security Program

We will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) safeguard the Services and Customer Content from inadvertent or unlawful loss, access, or disclosure, (b) recognize reasonably foreseeable internal risks to security and unauthorized access, and (c) mitigate security risks by conducting routine risk assessments and testing.

Our Security Obligations

As part of our information security program, we will: (a) implement and enforce policies related to electronic, network, and physical monitoring and data storage, transfer, and access; (b) deploy production infrastructure behind VPNs where possible; (c) require multi-factor authentication for users; (d) configure network security, firewalls, accounts, and resources for least-privilege access; (e) maintain a logging and incident response process; (f) maintain corrective action plans to respond to potential security threats; and (g) conduct periodic reviews of our security and the adequacy of our information security program as aligned to industry best practices and our own policies and procedures.

5. Intellectual Property

These Terms do not provide you with any right, title, or interest in our Services, our trademarks (registered or applied for), or other intellectual property of Krutrim AI.

We welcome any and all feedback, ideas for improvement, product proposals, and other suggestions. However, if you provide this to us, you recognize that we may use this without restriction and without any further notice or compensation to you.

Copyright Notices: If you believe that we are infringing your or any third party copyright, you can send us a notice to legal@olakrutrim.com. On receipt of a compliant notice, we shall work to promptly remove or disable material identified as infringing. Please include the following information in your notice:

- A description of the work or works you claim infringed;
- A description of the content on our Services you claim to be infringing;
- Your contact information, including mailing address, telephone number, and email address;
- Your statement confirming a good faith belief that use of the material in the manner complained

- of is not authorized by the copyright owner, its agent, or the law;
- Your statement confirming that the information you've provided is accurate;
 - If you wish to remove certain materials from our platform you can send us a takedown notice request and other required information in a format provided here.

Counter-Notice

If you believe your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice along with the data in relation to identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled and other relevant details.

Repeat Infringer Policy

In accordance with the applicable laws, Krutrim has adopted a policy of terminating, in appropriate circumstances and at the Krutrim's sole discretion, users who are deemed to be repeat infringers. Krutrim may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

6. Disclaimer of Warranties

OUR SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. IN ADDITION, IN THE EVENT YOU ARE IN BREACH OF ANY TERMS AND CONDITIONS HEREIN, YOU CANNOT MAKE ANY CLAIM AGAINST US.

7. Limitation of Liability

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR INR.5000. THE LIMITATIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In

that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.

8. Indemnity

If you are a business or organization, to the extent permitted by law, you will indemnify and hold harmless us, our affiliates, and our personnel, from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to your use of the Services and Content or any violation of these Terms.

9. Termination and Suspension

Termination: You are free to stop using our Services at any time. We reserve the right to suspend or terminate your access to our Services or delete your account if we determine:

- You breached these Terms.
- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to our website, our users, or anyone else, as decided in our sole discretion.

We also may terminate your account if it has been inactive for over a year OR if you have used your account in a manner determined not to be permitted use as defined in Section 3 above.

If you believe we have suspended or terminated your account in error, you can write to us at support@olakrutrim.com.

Discontinuation of Services:

We may decide to discontinue our Services, but if we do, we will give you advance notice.

10. Dispute Resolution

These Terms are subject to the laws of India. Any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of our Service(collectively, "Disputes") the parties shall attempt to settle the same amicably, through negotiation and consultation at such offices of Krutrim or as Krutrim may designate. In the event the dispute is not resolved internally after at least 30 (thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The reference shall be made to a sole arbitrator mutually appointed by Krutrim and You. The seat of the arbitration shall be Bengaluru, Karnataka, India. Subject to the above, any Dispute will be subject to the exclusive jurisdiction of courts in Bangalore, India.

Exceptions. This section does not require informal dispute resolution or arbitration of the following claims: (i) individual claims brought in small claims court; and (ii) injunctive or other equitable relief to stop unauthorized use or abuse of the Services or intellectual property infringement or misappropriation.

11. General Terms

Severability. If any part of these arbitration terms is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class arbitration, class action, or representative action, this entire dispute resolution section will be unenforceable in its entirety.

Assignment. You may not assign or transfer any rights or obligations under these Terms and any attempt to do so will be void. We may assign our rights or obligations under these Terms to any affiliate, subsidiary, or successor in interest of any business associated with our Services.

Delay in Enforcing These Terms. Our failure to enforce a provision is not a waiver of our right to do so later. Except as provided in the dispute resolution section above, if any portion of these Terms is determined to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible and it will not affect the enforceability of any other terms.

Trade Controls: You agree to comply with all relevant trade control laws and regulations applicable to your trade activities in India. Non-compliance with these laws and regulations may lead to appropriate legal actions, and you shall indemnify us against any resulting losses or damages.

Entire Agreement: These Terms contain the entire agreement between you and us regarding the Services and, other than any Service-specific terms, supersedes any prior or contemporaneous agreements between you and Krutrim.

12. Changes to These Terms or Our Services. We are continuously working to develop and improve our Services. We may update these Terms or our Services accordingly from time to time. For example, we may make changes to these Terms or the Services due to:

- Changes to the law or regulatory requirements.
- Security or safety reasons.
- Circumstances beyond our reasonable control.
- Changes we make in the usual course of developing our Services.
- To adapt to new technologies.

Artificial intelligence is a fast-moving field, and we are continually working to make our Services better for our users. This means that our Services can and will change over time. We may augment, modify, discontinue, or suspend any part of our Services at any time. We will work to provide advance notice to you where appropriate, but you acknowledge that this may not always be possible.

The use of any of our Services after such an amendment to the Terms shall be considered an acceptance of all changes to the Terms. If you do not agree with the revised Terms, you must immediately cease any use of our Services.