

MODELSERVE

Terms of Service

IMPORTANT – PLEASE READ

Prior to obtaining access to the Application or the Platform (as defined below), please read the following information carefully and ensure that you understand each provision. These Terms of Service (“**TERMS**”) comprise an agreement between the end-user (the “**USER**” or “**YOU**”) and Golem. By using this Application or the Platform, you confirm that you have read, understood, and you accept all of the terms and conditions contained in these Terms. These Terms apply to every territory where Platform is available.

IF YOU DO NOT AGREE TO THE TERMS OF USE OF THIS PLATFORM OR YOU ARE UNABLE TO COMPLY WITH THESE TERMS, YOU MUST DISCONTINUE THE USING OF THE PLATFORM NOW. IN THIS CASE DISCONTINUING THE USE TERMINATES THE AGREEMENT BETWEEN YOU AND GOLEM. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE APPLICABLE LAWS OR REGULATIONS.

1. GENERAL INFORMATION

- 1.1. These Terms concern your access to and use of the <https://modelserv.ai> website as well as any other media form, media channel, mobile website or mobile application (if any) related or connected thereto (collectively, the “**Platform**”).
- 1.2. The owner of the Platform and all its components is Golem Factory GmbH, a company organised and existing under the laws of the Switzerland, with its registered office in Zug at Dammstrasse 16 (street), Postal code: 6300 Zug, entered into the commercial register under CHE-143.168.192 number (hereinafter called “we” or “us” or “our” or “**Golem**”).
- 1.3. We provide you with access to an intermediary and automated software solution that allows you to transmit information you provide to others without selecting or modifying the transmitted information on our side (“**Application**”).
- 1.4. The Platform has been developed for the use of the Application by the Users and managing the User Accounts for the purpose of:
 - a) browsing and renting computing and hosting computing services from independent providers (“**Provider**”) and
 - b) enabling the User to independently deploy and configure the AI models with using of such third-party hosting and computing services(collectively, the “**Services**”).
- 1.5. Services are designed exclusively for the third-party software trained to achieve the outputs (predictions) without human intervention (“**Model**” or “**AI model**”), however we reserve the right to change the type of software permitted for use during the Services, which may limit the functionality of our Application.

- 1.6. Golem makes no representation that the Platform is appropriate or available in other locations other than where it is operated by Golem. The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Golem to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- 1.7. In all cases when the Terms refer to specific time, the correct time is the Central European Time (CET).
- 1.8. Access to the content published on the Platform and the use of its functionalities described in the Terms is not subject to any fees, unless you use the Application. When one wishes to use the Application, the condition for accessing or using the Application is to use of a device with Internet access, an e-mail account running on any server (other than temporary or anonymous), and pay relevant Fee.

2. AGREEMENT TO TERMS

- 2.1. The Platform shall be operated exclusively in accordance with these Terms and the general laws of the Swiss Confederation.
- 2.2. These Terms form a binding legal agreement between You and Golem with respect to your access to and use of the Platform.
- 2.3. You must be able to form a legally binding agreement online either as an individual or on behalf of a legal entity. You represent that, if you are agreeing to these Terms on behalf of a legal entity, you have the legal authority to bind the company or other legal entity to these Terms and you are at least 18 years old or the age of majority where you reside, whichever is older, can form a legally binding agreement online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms. By using the Platform you declare that you meet the required age criteria. None of the Platform or Application are intended for persons under 18 years of age.

3. USER ACCOUNT

- 3.1. You may be required to register with the Platform in order to access the Services.
- 3.2. User registration on the Platform takes place by creating an account ("**User Account**"). Creating an account is possible on the website: <https://app.modelserve.ai/register>. If you create an account, you must provide us with complete and accurate information.
- 3.3. You are entirely responsible for maintaining the confidentiality of your password and account. You are entirely responsible for any and all activities that occur under your account. You may not use anyone else's account at any time. We may remove or reclaim your username if we believe it is appropriate (such as in response to a trademark claim).
- 3.4. Registration is possible in one of the ways indicated below:

- a) using the registration form which requires the following data: [email address], [password] and [verification code];
 - b) using the Github – with the Github login which requires confirming the email address and entering the login. The Github login and password used to sign into the Github enable signing into the User Account;
 - c) using the Google Account which requires confirming the email address and entering the login. The Google login and password used to sign into the Google Account enable signing into the User Account.
- 3.5. For security reasons, it is recommended to use the so-called strong passwords (consisting of at least eight characters, including lowercase or uppercase letters, numbers, special characters), their periodic update and to avoid using the same passwords to sign in on various websites or portals on the Internet
 - 3.6. After completing the registration, an activation link to the User Account is sent to the User's email address. The User Account becomes active once the activation link is clicked and it is properly uploaded.
 - 3.7. The User undertakes to take reasonable security measures that are adequate to the existing threats, in particular by securing the User Account against its unauthorized use, including by properly securing the devices having access to the User Account. The User undertakes to promptly inform Golem of all cases of unauthorized use of the User Account or suspicions of such use.
 - 3.8. You agree to notify Golem immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge, to the fullest extent permitted by applicable law. You will be liable for losses, damages, liability, expenses and attorneys' fees incurred by Golem or a third party due to someone else using your account.
 - 3.9. The rules for deleting the User Account are set out in point 14.1 below.

4. PURCHASES AND PAYMENT

- 4.1. You will need to pay to use the Application and Golem bills you through an online billing account for purchases of Services ("**Fee**").
- 4.2. You agree to pay Golem all Fees at the prices then in effect for the services you or other persons using your billing account may purchase, and you authorize Golem to charge your chosen payment provider for any such purchases.
- 4.3. You agree to make payment using that selected payment method. If you have ordered a service that is subject to recurring charges then you consent to our charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until such time as you cancel the applicable service.
- 4.4. Golem reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment.
- 4.5. Sales tax will be added to the sales price of purchases as deemed required by Golem. Golem may change prices at any time. All payments shall be in [U.S. dollars].
- 4.6. We reserve the right to refuse any order placed through the Platform. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same User Account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

5. COOLING-OFF PERIOD and REFUNDS

- 5.1. All sales of Services are final and no refund will be issued except where required by law. You are not entitled to withdraw from these Terms if, with Your express consent, the provision of Services covered by these Terms (i.e. delivery of Requests) took place before the deadline for withdrawing from the Terms. You may express the above consent during the purchasing process by submitting, in electronic form, a separate declaration of will in this respect by selecting the appropriate checkbox.

6. ROLES IN THE PLATFORM

- 6.1. **You**, as being the user who signs up for an account on the Platform with the purpose of browsing or renting from the available list of Provider hardware offerings, You agree that you intend to use the Platform for your own gain and not to the detriment of others. This means that you will not engage in nefarious behaviors including, but not limited to, sabotaging Providers machines, viewing unlawful or restricted materials through Provider machines or doing anything that may be construed as unlawful on a Provider machine, and attempting to gain access to Provider hardware that you have not paid for.
- 6.2. **Golem** will not be held liable for any actions that a Provider or User takes that is deemed unlawful. Golem does not police or enforce what Provider or User do on rented hardware, it simply brokers and automates the interactions between the two parties.
- 6.3. **Active third-parties**, who receive outputs at the individual prediction request made to a Model endpoint are not parties to these Terms. We have no actual knowledge of input data transmitted via the Platform by active third-party. We have not designed, developed, and deployed any of the AI model used by You in the course of Services. We do not thus exercise control over that data transferred into or out of the Model. You are responsible for further requirements for certain uses of Models to help keep Your AI model safe for others, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licenses, and permissions needed to provide Model for active third-parties.

7. PROHIBITED ACTIVITIES

- 7.1. You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.
- 7.2. As a user of the Platform, you agree not to:
 - a) Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
 - b) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
 - c) Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Platform and/or the content contained therein.
 - d) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
 - e) Use any information obtained from the Platform in order to harass, abuse, or harm another person.
 - f) Make improper use of our support services or submit false reports of abuse or misconduct.
 - g) Use the Platform in a manner inconsistent with any applicable laws or regulations.
 - h) Engage in unauthorized framing of or linking to the Platform.
 - i) Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.

- j) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- k) Delete the copyright or other proprietary rights notice from any content.
- l) Attempt to impersonate another user or person or use the username of another user.
- m) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- n) Interfere with, disrupt, or create an undue burden on Platform or the networks or services connected to the Platform.
- o) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- p) Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
- q) Copy or adapt the Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- r) Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.
- s) Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorized script or other software.
- t) Use a buying agent or purchasing agent to make purchases on the Platform.
- u) Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- v) Use the Services as part of any effort to compete with us.
- w) Use the Platform to advertise or offer to sell goods and services.
- x) Sell or otherwise transfer your profile.

7.3. The specific types of use listed above are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Platform involves a above mentioned prohibited use, or have questions about how these requirements apply to you, please contact us at contact@modelserv.ai

8. INTELLECTUAL PROPERTY RIGHTS

8.1. The "modelserv" name, the Golem logo, and the web domains and URLs, as well as the material published on them, including, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics ("**Content**") are owned by or licensed to Golem. Using our Platform does not give you ownership of any proprietary intellectual property rights in our Platform or the content you access. You may not use proprietary content from our Platform unless you obtain permission from its owner or are otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in our Platform. You may not remove, obscure, or alter any legal notices displayed in or along with our Services.

- 8.2. Golem Content on the Platform is provided to you “AS IS” for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Platform, you are granted a limited license to access and use the Platform and the Golem Content and to download or print a copy of any portion of the Golem Content to which you have properly gained access solely for your personal, non-commercial use. Golem reserves all rights not expressly granted to you in and to the Platform and Golem Content.

9. YOUR CONTRIBUTION

- 9.1. The Platform does not offer Users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Platform, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material about the Platform, Providers or the Services (collectively, “Contributions”). By doing this you grant Golem a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable and transferable license to use, copy, distribute, display, publish, perform, sell, transmit, adapt, translate, modify, reverse-engineer, disassemble and create derivative works from your Contributions in any manner existing now or created in the future. You irrevocably waive and agree not to assert any rights, including any “moral rights,” that you have to prevent us from exploiting the rights granted in this point.
- 9.2. Contributions may be viewable by other users of the Platform and through third-party websites (e.g. Discord). As such, any Contributions you transmit may be treated in accordance with the our Privacy Policy.
- 9.3. When you create or make available any Contributions, you thereby represent and warrant that:
- a) The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
 - b) You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Platform, and other users of the Platform to use free of charge your Contributions in any manner contemplated by the Platform and these Terms.
 - c) You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Platform and these Terms.
 - d) Your Contributions are not false, inaccurate, or misleading.
 - e) Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
 - f) Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

- g) Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
 - h) Your Contributions do not violate any applicable law, regulation, or rule.
 - i) Your Contributions do not violate the privacy or publicity rights of any third party.
 - j) Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
 - k) Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
 - l) Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.
- 9.4. Any use of the Platform or the Service in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Platform and the Services.
- 9.5. You and agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings). By submitting suggestions or other feedback regarding the Platform, you agree that we can use and share such feedback for any purpose without compensation to you. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Platform and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

10. THIRD PARTY WEBSITES

- 10.1. The Platform contains (or you may be sent through the Platform or the Services) links to other websites ("**Third Party Websites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "**Third Party Content**"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Platform or any Third Party Content posted on, available through or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Platform and access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Platform or relating to any applications you use or install from the Platform. Any purchases you make through Third Party Websites will be through other websites and from other companies, and Golem takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

11. PLATFORM MANAGEMENT

11.1. We reserves the right but does not have the obligation to:

- a) Monitor the Platform for violations of these Terms;
- b) Take appropriate legal action against anyone who, in Golem's sole discretion, violates these Terms, including without limitation, reporting such user to law enforcement authorities;
- c) In Golem's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate these Terms or any Golem policy;
- d) In Golem's sole discretion and without limitation, notice or liability to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to Golem's systems;

11.2. Otherwise manage the Platform in a manner designed to protect the rights and property of Golem and others and to facilitate the proper functioning of the Platform.

12. OUR LIABILITY

12.1. Both Platform and Application are continuously developed during the prototyping stage, thus access to the Platform and Application is provided on an "as is" and "as available" basis only and we do not guarantee an error-free process. Every effort is made to keep the Services up and running smoothly. However, Golem takes no responsibility for, and will not be liable for, the Platform or Application becoming temporarily unavailable, especially due to technical issues beyond our control, nor will we accept any responsibility for money being lost because of Application working improperly or a systems failure. Additionally, we accept no responsibility for and cannot guarantee the reliability of the payment services provider that User chooses in order to use Platform.

12.2. Golem and our directors, employees, or agents shall not be liable in any way to You or to any other person for the truthfulness, completeness, reliability and accuracy of account information or any other information or data we receive from third parties, including you and your payment service providers. We shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to assume (without requesting evidence thereof) the validity, authenticity and veracity of any documents, information, declarations or notices received with respect to the Platform. In this respect, we fully rely on the data providers involved and are not obliged to independently verify the information we receive.

12.3. Golem and our directors, employees, or agents shall not be liable in any way to you or any other person with respect to any claim arising in relation to these Terms, save in the case of grossly negligent actions or omissions. We will under no circumstances be liable to you for indirect punitive or consequential loss of any kind whatsoever (including but not limited to loss of profits, business, goodwill or opportunity), whether or not foreseeable, even if advised of the possibility of such loss or damage and regardless of the form of action.

12.4. APPLICATION AND PLATFORM ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH APPLICATION AND PLATFORM OR THE USE OR OTHER DEALINGS IN APPLICATION AND PLATFORM.

13. DATA PROTECTION

Golem underlines that the User's personal data (e.g. email addresses) are only used within the framework of the Platform as per data protection regulations to comply with the contractual obligations. Golem also states that this data will not be forwarded to third parties or given to them for use and will be treated confidentially as per the GDPR unless the participant expresses consent to have the information transferred to partner companies. A withdrawal of consent via email to contact@golem.network is possible at any time. One exception is in the event of publishing Your Contribution (e.g. via Discord), in which case the User agrees specifically that Golem may publish Your name. By registering to the Platform, the User hereby, expresses consent to the storage of his email address and the stated personal data and that the data can be used for the execution of these Terms. Golem reserves the right to check the correctness of the data provided by the User. The User can gather information about the data stored by Golem at any time free of charge. Your personal data will be deleted as soon as they are no longer required for the aforementioned purposes. However, it may be necessary for Golem to continue to store Your data until the expiration of the obligations and periods of retention specified by the legislator or supervisory authorities. For more information, consult our privacy statement on <https://www.golem.network/privacy>.

14. TERM AND TERMINATION

- 14.1. This Agreement shall remain in full force and effect while You use the Platform or are otherwise a user or member of the Platform, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating User Accounts in your account settings, if available, or by contacting us using the contact information below.
- 14.2. Without limiting any other provision of these Terms, Golem reserves the right to, in Golem's sole discretion and without notice or liability, deny access to and use of the Platform and the Golem Services, to any person for any reason or for no reason at all, including without limitation for breach of any representation, warranty or covenant contained in these Terms, or of any applicable law or regulation, and Golem may terminate Your use or participation in the Platform and the Golem Services, delete your User Account and any Contribution or information that you have posted at any time, without warning, in Golem's sole discretion.
- 14.3. In order to protect the integrity of the Platform and Golem Services, Golem reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Platform and Golem Services.
- 14.4. Any provisions of these Terms that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of these Terms, shall be deemed to survive for as long as necessary to fulfill such purposes.
- 14.5. If Golem terminates or suspends your account for any reason, you are prohibited from registering and creating a new User Account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your User Account, Golem reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

15. GOVERNING LAW AND JURISDICTION

This Terms and all related documents and all matters arising out of or relating to this Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Switzerland without giving effect to the Swiss conflict of law provisions thereof to

the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Republic of Switzerland land. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded. Each of the Applicant hereto irrevocably agrees that any legal action or proceeding with respect to this Terms and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Terms and the rights and obligations arising hereunder brought by the Applicant hereto or its successors or assigns, shall be brought and determined exclusively in courts of courts of **Zürich, Switzerland, venue being Zurich 1**. The Applicant hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

16. ADDITIONAL TERMS

The failure of the Golem to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Golem (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of the Terms. The Golem assumes no responsibility for any injury or damage to your or any other person’s computer relating to or resulting from downloading materials or software in connection with the Platform. The Golem is not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of Application information; for errors in any promotional or marketing materials or in the Terms; for any human or electronic error; or for User Account’s credentials that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned.

17. AMENDMENTS

The Golem reserves the right to amend these Terms. Any amendments will be published on the Platform. We will alert you regarding any changes by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change. You will be subject to, and will be deemed to have been made aware of, and to have accepted the changes to the Terms by your continued use of the Platform after the date such revised Terms has been posted.

18. MISCELLANEOUS

- 18.1. The section titles in these Terms are for convenience only and have no legal or contractual effect.
- 18.2. Your agreement to these Terms and your User Account may not be assigned by you without our express written consent. Golem may assign any or all of its rights and obligations to others at any time.
- 18.3. If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.
- 18.4. There is no joint venture, partnership, employment or agency relationship created between you and Golem as a result of these Terms or use of the Platform and Golem Services.
- 18.5. Upon Golem’s request, you will furnish Golem any documentation, substantiation or releases necessary to verify your compliance with this these Terms.
- 18.6. You agree that these Terms will not be construed against Golem by virtue of having drafted them.
- 18.7. You hereby waive any and all defenses you may have based on the electronic form of this these Terms and the lack of signing by the parties hereto to execute these Terms.

19. CONTACT

- 19.1. Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communication be in writing.
- 19.2. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Platform. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.
- 19.3. In order to receive further information regarding use of the Platform please contact us at: contact@modelserve.ai.