

AI Bloks LLC Terms of Service

Thank you for choosing Model HQ by AI Bloks LLC dba LLMWare.ai! These terms of service ("Terms") set out what you can expect from us as you use our software and related services ("Software") and what we expect from you. By using our Software, you agree to be bound by the Terms set forth here, our Privacy Policy and Acceptable Use Policy.

Your Materials and Your Permissions

When using our Software, you are primarily downloading models for use on your local device or in your local environment (data center or public cloud) in which case we will not have any access to your data. However, in certain instances, via APIs or via certain workflows or apps you create or accept, you may explicitly opt to provide us with access to some of your user content ("Your User Content"). All of Your User Content belongs to you. To provide our Software, we do not have access to Your User Content. However, in the event that you explicitly allow us to access any of Your User Content for other service engagements such as Model Fine-tuning or custom dataset creation, you are giving us permission to create and to access metadata & inference data, create knowledge graphs, generate information around Your User Content and to supply or to connect you with artificial intelligence, machine learning or natural language processing algorithms, datasets and models that you or we may apply to Your User Content. In the event you provide explicit permission or request us to work with Your User Content (i.e., data for custom model fine-tuning at your request), you are giving us permission to do these things and this permission extends to our affiliates and or trusted third parties we work with such as AWS.

What We Expect from You

Your use of our Software must comply with our Acceptable Use Policy. Content in the Software may be protected by other's intellectual property rights. Please don't copy, upload, download or share content unless you have the right or the authorization to do so. In addition, any content that is generated using third party AI models may be subject to sharing and use policies, which you must comply with. We may review your conduct for compliance with these Terms of Service and our Acceptable Use Policy if we become aware of an issue. In no way are we responsible for the content that is stored within the scope of the Software as we have no access to Your User Content.

Our Software allows users to scrape data that is publicly available on the internet. You agree to not engage in activities that would violate anyone's rights with respect to unauthorized access to: intellectual property rights (including, but not limited to, rights regarding copyrighted material), personal privacy (including, but not limited to, downloading personal information or data), confidential data of any kind, or other protected data. You further agree to not republish any data that you scrape using our Software or represent any such data as your own or use such data that would in any way infringe on the rights of others or the law. At a minimum, you

agree to act as a good citizen of the web, and not seek to overburden any website; scrape only publicly available information and not engage in any activity that would seek to bypass any password authentication barrier; copy only factual information and not scrape information with the intent to steal market share or lure away customers or to create a similar product.

Our Software also allow users to access artificial intelligence or large language models provided by us or by other vendors. Artificial intelligence or large language models are known to “hallucinate” and to generate false, damaging or misleading information about facts, places, people and other information. You agree to not rely on any information generated from these models, whether provided by us or by other vendors. While we provide “evidence-based” AI to assist users in assessing the accuracy of certain information, we do not guarantee that we can provide you with the correct or necessary information to make such assessments, and any such “evidence” we extract from user libraries is to be used only as an aid. We recommend that users perform independent verification before relying on any such information and you agree to not rely on any AI-generated output or supporting evidence we provide. Further, we may rely on open-source models as part of our Software that may have used a variety of sources in its training, including but not limited to, all the contents of the internet or other content that may be protected under copyright laws. We are not responsible for any violation of copyright or other laws in training these Artificial intelligence or large language models, whether they are provided by us or by a third party vendor, and any use of such models is at the user’s own risk.

You expressly agree not to violate any regulations under the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), Better Online Ticket Sales (BOTS) Act, the Digital Economy Act of 2017 or any other law or regulations in any jurisdiction that protect other’s rights. In no way are we responsible for ensuring your compliance with or adherence to any law or regulation or the rights of others. We will promptly investigate any conduct if we become aware of any such violations and we expressly reserve the right to terminate our Software at any time.

You may use our Software only as permitted by applicable law, including export control laws and regulations. You must be at least 13 (in the U.S.) or 16 (all other countries but the U.S.) years old to use our Software. If the law where you live requires you to be older in order for us to provide the Software to you without your parent’s consent, then you must be at that older age.

Software

We give you a limited, nonexclusive, nontransferable, revocable license to use our software (“Software”) which we may update from time to time, solely for accessing and using the Software. You agree to not reverse engineer or decompile the Software or any part of our software, attempt to do so, or to assist anyone else in doing so.

You are expressly prohibited from performing benchmarks or comparative tests or evaluations (“Tests”) of the Software without our explicit consent. In the event you perform or disclose, or

direct or permit any third party to perform or disclose, any such Tests of our Software in violation of this Agreement, you must immediately disclose and send to us all information regarding such Tests as well as information necessary to replicate such Tests and hereby agree that we may perform and disclose the results of comparative tests against any product or Software used in such Tests, regardless of any restrictions in the terms governing such products or Software. In addition, you agree to immediately cease and desist from publishing the results of any such Tests upon notice by us and you will be directly liable for any loss, harm or damage, whether financial or reputational, including but not limited to, direct, indirect, consequential or punitive damages, we suffer as a result of the violation of these terms.

Beta Testing, Beta Features, Debugging and Additional Features

From time to time, we may release products or new features that we will be testing and evaluating ("Beta Features"). During initial launch of Beta Features of our Software for testing by others, certain features may be in the Beta testing stage ("Beta Testing"). During Beta Testing, our Software may not be robust or reliable and the purpose of Beta Testing is to ask for user feedback. By using Beta Features of our Software for Beta Testing, if we have your explicit consent, you agree that we may contact you for the purpose of obtaining user feedback and you agree to share feedback with us about the Software and to not share information about our Software with anyone else. While we will attempt to label it as such, Beta Features may or may not be labeled as such in every instance, and they may not be as reliable as our other features. Beta Features may ask for user feedback, and by using our Beta Feature and providing explicit consent, you agree that we may contact you to collect user feedback. Some Beta Features, if expressly labelled as such, are confidential until official launch. If you use any expressly labelled Beta Features, you agree not to disclose any information about those Software to anyone else.

We may also encounter areas of trouble-shooting and debugging in our Software from time to time. In the event we need to access your account to trouble-shoot or debug our Software, we may have access to your account information and potentially come into contact with a limited amount of data in your account or information about your user activity. We will safeguard all such information and data and will not store any of your User Data in these instances.

In addition, from time to time, we may add additional features ("Additional Features") to enhance our product at no additional charge or for an additional charge as the case may be. However, these Additional Features may be withdrawn without further notice at any time unless you have purchased the Additional Feature and have paid the additional charge.

We may contact users, including users of Beta Testing, Beta Features or Additional Features, at any time for user feedback, with product updates such as software updates or new features, and to update users with news about our product or company, including marketing or promotional news, all of which you may opt out of.

User Feedback

We may ask for, and you may provide, feedback, comments and suggestions ("Feedback") regarding the Service in which case such Feedback will not be deemed to constitute confidential information of the customer unless explicitly indicated by you. Such Feedback will be deemed to be provided "as is" and the Company's use of the Feedback will be at our own risk without any liability to you whatsoever. We will own the right, title, and interest to any Feedback provided by you and you grant to us a royalty-free, worldwide, fully paid-up, perpetual and irrevocable right and license to use such Feedback in any form unless you expressly indicate otherwise.

Copyright and Intellectual Property

Our Software are protected by copyright, trademark, patent and other intellectual property protection under U.S. and foreign laws. You do not have any right, title, or interest in the Software, other's content in the Software, and any of our intellectual property, trademarks, logos and other brand features and may not use our Software or make copies of our Software without our consent.

Accounts

If you are not satisfied with our product, you may request a refund within 7 days of purchase. You will be responsible for all applicable taxes, and we will collect the tax when required to do so by law. Refunds are also issued when required by law.

We may also change the fees we charge for the subscription of our Software from time to time.

Any notice we give you under this and other sections in these Terms will be to the email address you provide at the time of registration. It is your duty to maintain the accuracy of information you give us, including your email address, so that we may properly notify you of any important information regarding your account. We will not be liable for any notice obligations after we send the email notice if your email address is not correct or if you do not view or receive our email notifications for any reason.

Termination

You're free to stop using our Software at any time but the purchase price is not refundable after the initial 7 day period. We have the right to refuse to provide updates and to suspend or terminate your access to any updates to the Software with notice to you if you violate any of these Terms, use our Software in a manner that could potentially cause a real risk of harm or loss to us or to others, violate any laws, or if you do not pay in full for your Paid Account.

We will attempt to provide you with reasonable advance notice via the email you provided us at the time of registration or as modified in your account by you. However, situations may arise

that may prohibit us from providing you with reasonable notice, including but not limited to these kinds of situations: (i) possible harm or liability to a us, another user or a third party, (ii) violating the law or a legal enforcement authority's order or court order, (iii) compromising an investigation, or (iv) compromise the operation, integrity or security of our Software. We will attempt to give you 30 days notice to provide you the opportunity to export Your User Content from our Software. If after such notice you do not take the steps we ask of you, we will terminate or suspend your access to the Software.

Service As-Is

To the fullest extent permitted by law, AI Bloks and its affiliates, suppliers, distributors, directors and employees make no warranties, either express or implied, about the Software. The Software and any services we provide are provided "AS-IS." We disclaim any warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no guarantees about the accuracy, completeness or suitability of any of our Software and you explicitly agree that you will hold us harmless from any claims regarding our Software to the fullest extent allowable by law. Some of the disclaimers may not be allowed in some areas, and to the extent applicable, these disclaimers do not override the legal protections such as statutory warranties granted to consumers by EU Law.

Limitation of Liability

The following terms ("Terms") don't limit liability for gross negligence or willful misconduct. To the extent allowed by applicable law, we are liable only for breaches of these Terms. We are not, at any time, liable for: loss of data, loss of use or profits, revenues, business opportunities, goodwill or anticipated savings, indirect, special, incidental, exemplary or consequential losses or punitive damages of any kind. Our total liability arising out of or relating to these Terms or any of our Software or Services is limited to the fees paid to use our Software in the 12 months prior to the dispute or the total amount paid for Services for the specific Service in question in the 12 months prior to the dispute.

These limitations of liability apply regardless of whether or not we have been warned of the possibility of such damages. We also are not responsible for the conduct of any user of our Software.

To the extent allowed by applicable law, you will indemnify AI Bloks and its directors, officers, employees, distributors, affiliates and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to our unlawful use of the Software or violation of these Terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.

Dispute Resolution

We would like to fix any issues without a formal legal case. Before filing a legal claim against us, you agree to try to resolve the dispute informally by sending us a written Notice of Dispute to our Dispute Resolution Center that includes your name, a detailed description of the dispute, and the relief you seek as well as your contact information. We will try to resolve the dispute informally by contacting you. If it cannot be resolved within 90 days, you may bring a formal notice of complaint. Both you and we consent to venue and personal jurisdiction in the federal or state court of Fairfield County, Connecticut. However, if you are a U.S. citizen, we both agree to resolve any claims arising out of these Terms of Service through final and binding arbitrator, except as set forth below. The arbitrator may award relief only individually and only to the extent necessary to redress your individual claim(s): the arbitrator may not award relief on behalf of others or the general public.

You and we agree to be bound by the American Arbitration Association (AAA) rules which will administer the arbitration under its Consumer Arbitration Rules. The AAA rules will govern payment of all arbitration fees. The costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.

The exception to the agreement to arbitrate applies where we bring a lawsuit for the purpose of injunctive relief to stop the unauthorized use or abuse of Software, intellectual property infringement (for example, but not limited to, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Fairfield County, Connecticut to resolve your claim.

No Class or Representative Actions

You agree that you may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

If any part of this or other sections are found to be illegal or unenforceable, the remainder will remain in effect, in its entirety. If you are found to have a non-waivable right to bring a particular claim or to request a particular form of relief that the arbitrator lacks authority to redress or award according to this section, including public injunctive relief, then only that respective claim or request for relief may be brought in court, and you and we agree that litigation of any such claim or request for relief shall be stayed pending the resolution of any individual claim(s) or request(s) for relief in arbitration.

These Terms will be governed by Connecticut law except for its conflicts of laws principles. However, some countries have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

These Terms constitute the entire agreement between you and us with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. Our past, present, and future affiliates and agents can invoke our rights under this agreement in the event they become involved in a dispute with you. Otherwise, these Terms do not give rights to any third parties.

Waiver, Severability & Assignment

Our failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Dropbox may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Software.

Modifications

We may revise these Terms from time to time to better reflect:

1. changes to the law,
2. new regulatory requirements, or
3. improvements or enhancements made to our Software.

If an update affects your use of the Software or your legal rights as a user of our Software, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you.

If you don't agree to the updates we make, please cancel your account and stop using the Software before the updated Terms become effective. Where applicable, we'll offer you a prorated refund based on the amounts you have prepaid for Software and your account cancellation date. By continuing to use or access the Software after the updates come into effect, you agree to be bound by the revised Terms.

Dated: March 3, 2025