



Terms of Service

Last updated: April 10, 2023

1. Introduction

Welcome to Kace.AI, a platform designed to help users interact more productively with AI models. These Terms of Service ("Terms") govern your use of the Kace.AI website, products, and services ("Services"). Please read these Terms carefully, as they contain important information about your legal rights, remedies, and obligations.

By accessing, using, or registering for the Services, you agree to be bound by these Terms, our Privacy Policy, and any additional terms applicable to certain Services that you may use. If you do not agree with these Terms, you may not use the Services.

2. Kace.AI's Role

Kace.AI does not create content. We provide a user-friendly interface that allows you to interact with AI models developed and maintained by third-party AI model manufacturers. As such, we are not responsible for any decisions or actions you take based on the output provided by the AI models through our Services. All content created using the Kace.AI tool is subject to the terms of service and privacy policies of the AI model manufacturers.

3. Eligibility

By using the Services, you represent and warrant that you are at least 13 years of age. If you are under 13, you may not use the Services. If you are between 13 and 18 years of age, you must have your parent or legal guardian's permission to use the Services and accept these Terms.

4. User Conduct

As a user of the Services, you agree not to:

- Use the Services for any illegal or unauthorized purpose;
- Violate any applicable laws, regulations, or third-party rights;
- Upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or otherwise objectionable;
- Use the Services to transmit any viruses, worms, or malicious code;
- Interfere with, disrupt, or otherwise harm the Services or its infrastructure.

5. Intellectual Property Rights

The Services and all related content, including, but not limited to, software, images, text, graphics, logos, and the Kace.AI name, are the exclusive property of Kace.AI or its licensors and are protected by intellectual property laws. You are granted a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services for your personal, non-commercial purposes.

6. Third-Party Content and Services

The Services may contain links to third-party websites or services. We do not endorse or assume any responsibility for any such third-party sites or services. If you access a third-party website or service from the Services, you do so at your own risk and are subject to the terms and conditions of use for such websites or services.

7. Disclaimer of Warranties

The Services are provided on an "as-is" and "as available" basis. We disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

8. Limitation of Liability

To the maximum extent permitted by applicable law, Kace.AI and its affiliates, officers, employees, agents, partners, and licensors shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including, but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from your use of the Services.

9. Indemnification

You agree to defend, indemnify, and hold harmless Kace.AI, its affiliates, officers, directors, employees, agents, partners, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access to the Services;
- Your violation of any term of these Terms;
- Your violation of any third-party right, including without limitation any copyright, property, or privacy right; or
- Any claim that your content caused damage to a third party.

This defense and indemnification obligation will survive these Terms and your use of the Services.

10. Changes to the Terms

Kace.AI reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Services after any revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you are no longer authorized to use the Services.

11. Termination

We may terminate or suspend your access to the Services immediately, without prior notice or liability, for any reason, including, but not limited to, your breach of these Terms. Upon termination, your right to use the Services will immediately cease.

12. Governing Law

These Terms shall be governed and construed in accordance with the laws of the jurisdiction in which Kace.AI is incorporated, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

13. Dispute Resolution

In the event of any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Services, you and Kace.AI agree to attempt in good faith to resolve the matter informally. If we are unable to resolve the dispute within 30 days, either party may submit the dispute to binding arbitration. The arbitration will be conducted in the jurisdiction in which Kace.AI is incorporated, under the rules of that jurisdiction's Arbitration Association.

14. Entire Agreement

These Terms, together with any applicable additional terms, constitute the entire agreement between you and Kace.AI with respect to the Services and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, between you and Kace.AI.

15. Contact Information

If you have any questions or concerns regarding these Terms or the Services, please contact us through the designated contact method on our website.

By using Kace.AI's Services, you acknowledge that you have read, understood, and agree to be bound by these Terms.