MultiPai Terms of Service

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1. INTRODUCTION

MultiPai offers a subscription-based service that allows you to access a range of AI model features and functionalities ("MultiPai Service").

The MultiPai Service is provided to you by MultiPai Inc. ("we," "us," or "our"). References to "you" denote the individual who has created a MultiPai account and whose payment method used for subscription charges. By using our Service, you agree to the following terms and conditions ("Terms of Service" or "Terms"), which govern your access to and use of MultiPai's features and functionalities ("tools"), including any content, functionality and services offered on or through MultiPai (the "Website"), whether as a guest or a registered user. This includes the various third-party AI models ("models") offered within MultiPai's platform. Usage guidelines and restricted uses for all models can be found by visiting the below section titled "Use of MultiPai" in this Terms of Service.

In these Terms of Service, references to "MultiPai Service," "our Service," or "the Service" refer to the comprehensive experience offered by MultiPai, including tools that enables you to explore and interact with various AI models aggregated from different providers. MultiPai may also allow you to create your own models using these third parties. You can use these models for a variety of purposes, from learning, writing assistance, translation, programming help, summarization, entertainment, and many other things. Each model has its own description in its profile and the name of the company, developer, or individual who created the model. However, MultiPai does not provide and is NOT responsible for the content or services available from these models. The third party's terms of service also apply to your use of MultiPai. These third parties may have their own terms of service and it is your responsibility to read

those terms. In the event of a conflict between a third party's terms and the MultiPai's Terms of Service, MultiPai's Terms of Service will apply.

1.1. Age Requirement

Use of MultiPai by anyone under 13 years of age is prohibited. You represent that you are at least the age of majority in the jurisdiction where you live or, if you are not, your parent or legal guardian must consent to these MultiPai Terms of Service and affirm that they accept these Terms on your behalf and bear responsibility for your use. Models accessed via MultiPai may produce content that is not suitable for minors. If you are accepting these MultiPai Terms of Service on behalf of someone else or an entity, you confirm that you have the legal authority to bind that person or entity to these Terms.

1.2 Acceptance of Terms

Please read these Terms of Service carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy [https://www.multipai.com/privacy], incorporated herein by reference. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Website.

2. MEMBERSHIP

2.1. Membership Continuation and Renewal

Your MultiPai subscription will automatically renew at the end of each billing cycle unless terminated by you. To use the MultiPai Service, you must have Internet access and a compatible device, and you must provide one or more valid Payment Methods. "Payment Method" refers to a current, valid, accepted method of payment, which may include third-party accounts. You must cancel your membership before the end of your billing cycle to avoid charges for the next period (see "Cancellation" below).

2.2. Subscription Plans

We offer various subscription plans, which may include options with a limit of a certain number of submission inquiries per day and unlimited submission inquiries.

2.3. Third-Party Subscriptions and Plans

Some subscription plans may be available through third parties who bundle our Service with their own products or services. We are not responsible for the third-party products or services and any differing conditions or limitations associated with those plans will be disclosed at the time of sign-up or in related communications. For details about your MultiPai subscription, visit the "Account" page on our website.

3. BILLING AND CANCELLATION

3.1. Billing Cycle.

The subscription fee for MultiPai's Service and any additional charges you may incur, such as taxes or transaction fees, will be charged to your Payment Method on the billing date indicated on your "Account" page. The length of your billing cycle will depend on the subscription plan you selected at signup. Subscription fees are earned upon payment. Your billing date may change if your Payment Method fails, you change your subscription plan, or if your subscription starts on a day not present in all months. To view your next payment date, visit the "Billing Details" section on your "Account" page. We may authorize your Payment Method for up to one month of Service at registration.

3.2. Payment Methods.

To access the MultiPai Service, you must provide one or more valid Payment Methods. You authorize us to charge any Payment Method associated with your account if your primary Payment Method is declined or unavailable. If a payment fails due to expiration, insufficient funds, or other issues, and you do not

cancel your subscription, we may suspend your access until we can successfully charge a valid Payment Method. Some Payment Methods may incur additional fees, such as foreign transaction fees, imposed by the issuer. Check with your Payment Method provider for details.

3.3. Updating Your Payment Methods.

You can update your Payment Methods by visiting the "Account" page. We may also update your Payment Methods based on information from payment service providers. By updating, you authorize us to continue charging the updated Payment Method(s).

3.4. Cancellation.

You can cancel your MultiPai subscription at any time, and your access to the Service will continue until the end of your current billing period. To cancel, go to the "Account" page and follow the instructions for cancellation. Your account will close at the end of the current billing period. If you subscribed through a third party, you may need to cancel through that third party's platform.

3.5. Changes to Price and Subscription Plans.

We may change our subscription plans and Service prices from time to time. We will notify you at least one month before any price changes or modifications to your subscription plan become effective. If you do not accept the changes, you can cancel your subscription before the changes take effect.

3.6. No Refunds.

All payments are nonrefundable, and there are no refunds or credits for partially used subscription periods. However, we may, at our discretion, offer a refund, discount, or other consideration. The provision of credits does not entitle you to future credits, and such decisions are at our sole discretion.

4. USE OF MULTIPAI

4.1 Use of MultiPai.

Subject to your compliance with these Terms, we grant you a personal, non-exclusive, non-transferable right to use MultiPai and its models.

4.2 User Acknowledgments.

You acknowledge and agree that:

- Models accessed via MultiPai should not be relied upon during emergencies; models may claim to perform actions for you in the real world but may not have taken any action besides responding to you.
- Models accessed via MultiPai may not generate accurate information, and the information
 provided may be out of date. You should independently verify responses or advice provided by
 any models on MultiPai. MultiPai does not provide any warranties or guarantees as to the
 accuracy of any information provided via MultiPai.
- MultiPai and models on MultiPai are subject to modification and alteration, and may contain errors, design flaws, or other issues.
- Use of MultiPai or models on MultiPai may result in unexpected results, loss of data or communications, or other anticipated or unanticipated damage or loss to you.
- MultiPai or models on MultiPai may not operate properly, be in final form, or be fully functional; your access to MultiPai or the models is not guaranteed and MultiPai and the models are provided on an AS IS basis.

4.3 Restricted Uses.

MultiPai is a platform that enables you to explore and interact with various AI models. These usage guidelines apply to your use of MultiPai. We ask that you use MultiPai in a safe and responsible manner, this means the following uses are prohibited:

You also agree not to use MultiPai or models on MultiPai to:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Be likely to deceive any person.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person, including engaging in hate speech, violence, or bullying.
- Impersonate any person, or misrepresent your identity, or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that Your Content emanates from or is endorsed by us or any other person or entity, if this is not the case
- Using MultiPai to make or assist with decisions that could lead to illegal discrimination, such as determinations about eligibility for housing, financial loans, employment
- Using MultiPai to mass produce political campaign materials
- Fraud, including coordinated inauthentic behavior, such as passing off AI Generated Content as human answers
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy [https://www.multipai.com/privacy].
- Violate any of these Terms or our policies, or policies of third-party providers that power the models on MultiPai.
- Reverse assemble, reverse compile, decompile, translate, or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of MultiPai, the models, or their underlying technologies.
- Abuse, harm, interfere with, reverse engineer, or disrupt MultiPai, the models, or their underlying technologies, such as by accessing or using them in fraudulent or deceptive ways, introducing malware, or spamming, hacking, or bypassing any protective measures.
- Use MultiPai or the models in an automated fashion, such as by exceeding any rate limits set forth by us from time to time.
- Use MultiPai or the models to develop products, applications, services, foundation models or other large-scale models that compete with MultiPai, the models, and their underlying technologies.
- Use any method to extract data from MultiPai or the models, including web scraping, web harvesting, or web data extraction methods, other than as permitted by these MultiPai Terms of Service.
- Represent that AI-Generated Content (as defined below) is human-generated.
- Any conduct that attempts to violate applicable laws, generate malware, phishing attacks, or spam, or seeks to circumvent any safety protections within MultiPai or the LLMs powering the models on MultiPai.

Please note, third-party LLMs may have additional usage policies, such as restrictions on generating adult content or use of the models to provide professional medical, legal or financial advice to others.

We reserve the right to block, remove, and/or permanently delete your account or Your Content if they are in breach of these Terms, our policies, the policies of any third-party LLMs which power models within MultiPai, or violate any applicable law or regulation, or if it creates risk for MultiPai or negatively impacts the experience of other MultiPai users.

Our Responsibilities

- Protection of Intellectual Property Rights: We will take all necessary legal and technical measures to protect our intellectual property.
- Maintenance of Platform Security: We deploy security measures to protect against unauthorized access and cyber threats.
- Enforcement of Policy Provisions: We will monitor platform activities and take appropriate actions against violations.
- Provision of Clear Terms and Guidelines: We ensure that users have access to clear and understandable terms of service and privacy policies.
- Communication with Users: We provide timely information about our services and updates.

Your Responsibilities

- Compliance with Terms: You must adhere to all Terms and guidelines for acceptable use of the Service.
- Appropriate Use of the Platform: You agree to use the Service lawfully and ethically.
- Protection of Personal and Confidential Information: You are responsible for maintaining account security and must report any unauthorized use.
- Compliance with Legal Requirements: You must ensure your use of the Service adheres to all applicable laws and regulations.
- Reporting Violations: Report any violations of these Terms to support@multipai.com.

5. FEEDBACK

We welcome your feedback and suggestions about how to improve MultiPai or models on MultiPai. By submitting feedback, you agree to grant us the right, at our discretion, to use, copy, disclose, create derivative works, display, publish, and otherwise exploit the feedback, in whole or part, freely and without any compensation to you. Please provide your feedback by emailing us at support@MultiPai.com...

6. OPTIONAL TOOLS

We may, in the future, offer new services, tools, and/or features through the website. Such new features, tools, and/or services shall also be subject to these Terms of Service.

7. INTELLECTUAL PROPERTY POLICY

7.1. Your Content

MultiPai may allow you to ask questions or share third party model conversations within or outside of MultiPai. All material that you upload, publish, or display within MultiPai, and any results that you receive in response to your prompts (or other inputs) from third party models accessible via MultiPai ("AI Generated Content"), will collectively be considered "Your Content."

Other users may ask questions and receive responses from third party models on MultiPai that are similar to or the same as yours. The content that other users receive is not considered Your Content.

7.2. Ownership

You retain ownership of Your Content, subject to the non-exclusive rights granted below.

7.3. Your Responsibility

You acknowledge and agree that models accessible via MultiPai answer your questions based on knowledge derived from a variety of sources, and that MultiPai does not create or generate any AI Generated Content. MultiPai provides access to several underlying technologies, including third-party providers that use LLMs. An LLM is a machine learning system that processes and generates text, images, videos, and code. You agree that you are responsible for Your Content, including ensuring that they do not violate any applicable law, these Terms (including the Restricted Uses in Section 5.3 above), our policies, or the policies of any third-party LLMs which power third party models within MultiPai.

7.4 Our Use of Your Content

We may use Your Content to provide and improve MultiPai, including:

- Providing your questions and prompts to third-party LLMs to generate responses
- Understanding your use of MultiPai to generally improve the MultiPai services

We may also need to use or disclose Your Content to comply with applicable laws, enforce these MultiPai Terms of Service and our policies, and to detect and prevent fraud, security, or technical issues. By using MultiPai, you grant us a worldwide, non-exclusive, royalty-free, transferable, and perpetual license to use Your Content as stated above. More information can be found in our Privacy Policy [https://www.multipai.com/privacy].

8. COPYRIGHT POLICY

If you believe that your copyrighted material is being used on our service without authorization, you can report the infringement to us. We comply with the Digital Millennium Copyright Act (DMCA) and will address valid DMCA takedown notices by removing infringing content from our platform. If you think your content was removed in error, you may submit a counter-notification to challenge the removal that includes substantially the following:

- (i) Your physical or electronic signature;
- (ii) Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the site, a representative list of such works;
- (iii) Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- (iv) Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
- (v) A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- (vi) A statement that the information in the written notice is accurate; and
- (vii) A statement, under penalty of perjury, that you are, or are authorized to act on behalf of, the copyright owner.

If you fail to comply with all the requirements of Section 512(c)(3) of the DMCA, your DMCA notice may not be effective. Please be aware that you may be liable for damages (including costs and attorneys' fees) if you knowingly materially misrepresent that material or an activity on the site is infringing your copyright.

For all copyright-related issues, please contact us at support@multipai.com.

9. TERMINATION

You may close your account at any time by going to account settings and disabling your account. We may terminate or suspend your MultiPai account if you violate these Terms, any MultiPai policy, or for any other reason.

We also have the right to:

- Remove or refuse to post any AI Generated Content for any or no reason in our sole discretion.
- Take any action with respect to any AI Generated Content that we deem necessary or appropriate in our sole discretion, including if we believe that such AI Generated Content violates the Terms of Service, including the Restricted Uses, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for MultiPai.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS MULTIPAI AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

10. PASSWORD AND ACCOUNT ACCESS

You are responsible for any activity that occurs through the MultiPai account. By allowing others to access the account (which includes access to information on viewing activity for the account), you agree that such individuals are acting on your behalf and that you are bound by any changes that they may make to the account, including but not limited to changes to the subscription plan. To help maintain control over the account and prevent any unauthorized users from accessing the account, you should maintain control over the devices that are used to access the service and not reveal the password or details of the Payment Method associated to the account to anyone. You agree to provide and maintain accurate information relating to your account, including a valid email address so we can send you account related notices. We can terminate your account or place your account on hold in order to protect you, MultiPai or our partners from identity theft or other fraudulent activity. MultiPai is not obligated to credit or discount a subscription for holds placed on the account by either a representative of MultiPai or by the automated processes of MultiPai. If your MultiPai ready device is sold, lost, or stolen, please deactivate the MultiPai ready device. If you fail to log out or deactivate your device, subsequent users may access the MultiPai service through your account and may be able to access certain of your account information.

11. LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL MULTIPAI, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHERMULTIPAI NOR ANY PERSON ASSOCIATED WITH MULTIPAI MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER MULTIPAI NOR ANYONE ASSOCIATED WITH MULTIPAI REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

MULTIPAI HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. CHANGE OF TERMS

Any new features added to our store shall also be subject to these Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service through notice for registered user accounts and/or changes to our website.

14. GOVERNING LAWS

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of California.

15. CONTACT US

Questions about the Terms of Service should be sent to us at (support@multipai.com).