Terms of Use

Effective: November 1, 2024

Thank you for using MikoMiko!
These Terms of Use apply to your use of MikoMiko's other services for individuals, along with any associated software applications and websites (all together, "Services"). These Terms form an agreement between you and MikoMiko, and they include our terms and important provisions for resolving disputes through arbitration. By using our Services, you agree to these Terms.

Our Privacy Policy explains how we collect and use personal information. Although it does not form part of these Terms, it is an important document that you should read.

Who we are

MikoMiko is an AI research and deployment company. Our mission is to provide outstanding AI+IoT full-industry chain technologies, software and hardware solutions. For more information about MikoMiko, please visit https://www.mikomiko.ai/.

Registration and access

Minimum age. You must be at least 13 years old or the minimum age required in your country to consent to use the Services. If you are under 18 you must have your parent or legal guardian's permission to use the Services.

Registration. You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account. If you create an account or use the Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

Using our Services

What you can do. Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws as well as our policies, and any other documentation, guidelines, or policies we make available to you.
What you cannot do. You may not use our Services for any illegal, harmful, or abusive activity. Refer to the Restrictions section. For example, you may not:

- Use our Services in a way that infringes, misappropriates or violates anyone's rights.
- Modify, copy, lease, sell or distribute any of our Services.
- Attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of our Services, including our models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law).
- Automatically or programmatically extract data or Output (defined below).
- Represent that Output was human-generated when it was not.

- Interfere with or disrupt our Services, including circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations we put on our Services.
- Use Output to develop models that compete with MikoMiko.

Software. Our Services may allow you to download software, such as mobile applications, which may update automatically to ensure you're using the latest version. Our software may include open source software that is governed by its own licenses that we've made available to you.

Corporate domains. If you create an account using an email address owned by an organization (for example, your employer), that account may be added to the organization's business account with us, in which case we will provide notice to you so that you can help facilitate the transfer of your account (unless your organization has already provided notice to you that it may monitor and control your account). Once your account is transferred, the organization's administrator will be able to control your account, including being able to access Content (defined below) and restrict or remove your access to the account.

Third party Services. Our services may include third party software, products, or services, ("Third Party Services") and some parts of our Services, like our browse feature, may include output from those services ("Third Party Output"). Third Party Services and Third Party Output are subject to their own terms, and we are not responsible for them.

Responsibilities for Your Account. You must provide accurate and up-to-date account information. You are responsible for all activities that occur under your account, including the activities of any end user (each, an "**End User**") who is provisioned with an account under your account (an "**End User Account**") or accesses the Services through your Customer Application. You may not make account access credentials available to third parties, share individual login credentials between multiple users on an account, or resell or lease access to your account or any End User Account. You will promptly notify us if you become aware of any unauthorized access to or use of your account or our Services.

Feedback. We appreciate your feedback, and you agree that we may use it without restriction or compensation to you.

Restrictions

We own all right, title, and interest in and to the Services. You only receive rights to use the Services as explicitly granted in this Agreement. You will not, and will not permit End Users to:
(a) use the Services or Customer Content (as defined below) in a manner that violates any applicable laws or MikoMiko Policies;
(b) use the Services or Customer Content in a manner that infringes, misappropriates, or otherwise violates any third party's rights;
(c) send us any personal information of children under 13 or the applicable age of digital consent or allow minors to use our Services without consent from their parent or guardian;
(d) reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of the Services, algorithms, and systems of the Services (except to the extent these restrictions are contrary to applicable law);
(e) use Output (as defined below) to develop any artificial intelligence models that compete with our products and services. However, you can use Output to (i) develop artificial intelligence models primarily intended to categorize, classify, or organize data (e.g., embeddings or classifiers), as long as such models are not distributed or made commercially available to third parties and (ii) fine tune models provided as part of our Services;

(f) use any method to extract data from the Services other than as permitted through the APIs; or

(g) buy, sell, or transfer API data or keys from, to or with a third party.

Content

Your content. You may provide input to the Services ("Input"), and receive output from the Services based on the Input ("Output"). Input and Output are collectively "Content." You are responsible for Content, 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 Input to our Services.

Ownership of content. As between you and MikoMiko, and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) own the Output. We hereby assign to you all our right, title, and interest, if any, in and to Output.

Similarity of content. Due to the nature of our Services and artificial intelligence generally, output may not be unique and other users may receive similar output from our Services. Our assignment above does not extend to other users' output or any Third Party Output.

Our use of content. We may use Content to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies, and keep our Services safe.

Opt out. If you do not want us to use your Content to train our models, you can opt out by emailing support@mikomiko.ai. Please note that in some cases this may limit the ability of our Services to better address your specific use case.

Accuracy. Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services 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.

When you use our Services you understand and agree:

- Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.
- You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.
- Our Services may provide incomplete, incorrect, or offensive Output that does not represent MikoMiko's views. If Output references any third party products or services, it doesn't mean the third party endorses or is affiliated with MikoMiko.

Our IP rights

We and our affiliates own all rights, title, and interest in and to the Services. You may only use our name and logo in accordance with the following guidelines, The "MikoMiko" name, the MikoMiko logo, the "MikoMiko" and its brands, and other MikoMiko trademarks, are property of MikoMiko. These guidelines are intended to help our partners, resellers, customers, developers, consultants, publishers, and any other third parties understand how to use and display our trademarks and copyrighted work in their own assets and materials.

Paid accounts

Billing. If you purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. You're responsible for all applicable taxes, and we'll charge tax when required. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received.

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 or our Usage Policies.
- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to OpenAI, our users, or anyone else.

We also may terminate your account if it has been inactive for over a year and you do not have a paid account. If we do, we will provide you with advance notice.
Appeals. If you believe we have suspended or terminated your account in error, you can file an appeal with us by contacting support@mikomiko.ai.

Social media, livestreaming, and demonstrations

To mitigate the possible risks of AI-generated content, we have set the following policy on permitted sharing.
Posting your own prompts or completions to social media is generally permissible, as is livestreaming your usage or demonstrating our products to groups of people. Please adhere to the following:

- Manually review each generation before sharing or while streaming.
- Attribute the content to your name or your company.
- Indicate that the content is AI-generated in a way no user could reasonably miss or misunderstand.
- Do not share content that violates our Usage Policies or that may offend others.
- If taking audience requests for prompts, use good judgment; do not input prompts that might result in violations of our Usage Policies.

If you would like to ensure the MikoMiko team is aware of a particular completion, you may email us at support@mikomiko.ai.

Usage Policies

To maximize innovation and creativity, we believe you should have the flexibility to use our services as you see fit, so long as you comply with the law and don't harm yourself or others. When using any MikoMiko service, these rules apply:

1. **Comply with applicable laws** – for example, don't compromise the privacy of others, engage in regulated activity without complying with applicable regulations, or promote or engage in any illegal activity, including the exploitation or harm of children and the development or distribution of illegal substances, goods, or services.
2. **Don't use our service to harm yourself or others** – for example, don't use our services to promote suicide or self-harm, develop or use weapons, injure others or destroy property, or engage in unauthorized activities that violate the security of any service or system.
3. **Don't repurpose or distribute output from our services to harm others** – for example, don't share output from our services to defraud, scam, spam, mislead, bully, harass, defame, discriminate based on protected attributes, sexualize children, or promote violence, hatred or the suffering of others.
4. **Respect our safeguards** - don't circumvent safeguards or safety mitigations in our services unless supported by MikoMiko

We report apparent child sexual abuse material (CSAM) to the National Center for Missing and Exploited Children.

Our Approach to Patents

At MikoMiko, we are committed to the principles of broad access, collaboration, and safety for beneficial AI. As we continue to pursue our mission, we recognize the role that patents play in the technology landscape, and commit to using our patents in a way that supports innovation and our dedication to our mission.

We support the efforts of others in the use and development of AI model technology. We pledge to only use our patents defensively, so long as a party does not threaten or assert a claim, initiate a proceeding, help someone else in such activities against us, or engage in activities that harm us or our users.

Discontinuation of Services

We may decide to discontinue our Services, but if we do, we will give you advance notice and a refund for any prepaid, unused Services.

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.

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 ONE HUNDRED DOLLARS ($100). THE LIMITATIONS IN THIS SECTION APPLY ONLY 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.

MIKOMIKO'S AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

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.

Dispute resolution

YOU AND MIKOMIKO AGREE TO THE FOLLOWING MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS:

MANDATORY ARBITRATION. You and MikoMiko agree to resolve any claims arising out of or relating to these Terms or our Services, regardless of when the claim arose, even if it was before these Terms existed (a "Dispute"), through final and binding arbitration. You may opt out of arbitration within 30 days of account creation or of any updates to these arbitration terms within 30 days after the update has taken effect by emailing support@mikomiko.ai. If you opt out of an update, the last set of agreed upon arbitration terms will apply.

Informal dispute resolution. We would like to understand and try to address your concerns prior to formal legal action. Before either of us files a claim against the other, we both agree to try to resolve the Dispute informally. You agree to do so by sending us notice through support@mikomiko.ai. We will do so by sending you notice to the email address associated

with your account. If we are unable to resolve a Dispute within 60 days, either of us has the right to initiate arbitration. We also both agree to attend an individual settlement conference if either party requests one during this time. Any statute of limitations will be tolled during this informal resolution process.

Arbitration forum. If we are unable to resolve the Dispute, either of us may commence arbitration with Singapore International Arbitration Centre ("SIAC") under its Comprehensive Dispute Resolution Rules and Procedures and/or Supplemental Rules for Mass Arbitration Filings, as applicable (available https://siac.org.sg/services). MikoMiko will not seek attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous. The activities described in these Terms involve interstate commerce and the Federal Arbitration Act will govern the interpretation and enforcement of these arbitration terms and any arbitration.

Arbitration procedures. The arbitration will be conducted by videoconference if possible, but if the arbitrator determines a hearing should be conducted in person, the location will be mutually agreed upon, in the county where you reside, or as determined by the arbitrator, unless the batch arbitration process applies. The arbitration will be conducted by a sole arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in Singapore. The arbitrator will have exclusive authority to resolve any Dispute, except that the courts of Singapore have the authority to determine any Dispute regarding enforceability, validity of the class action waiver, or requests for public injunctive relief, as set out below. Any settlement offer amounts will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any. The arbitrator has the authority to grant motions dispositive of all or part of any Dispute.

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.

CLASS AND JURY TRIAL WAIVERS. You and MikoMiko agree that Disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, and representative actions are prohibited. Only individual relief is available. The parties agree to sever and litigate in court any request for public injunctive relief after completing arbitration for the underlying claim and all other claims. This does not prevent either party from participating in a class-wide settlement. You and MikoMiko knowingly and irrevocably waive any right to trial by jury in any action, proceeding, or counterclaim.

Batch arbitration. If 25 or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar Disputes within 90 days of each other, then you and MikoMiko agree that SIAC will administer them in batches of up to 50 claimants each ("Batch"), unless there are less than 50 claimants in total or after batching, which will comprise a single Batch. SIAC will administer each Batch as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing held by videoconference or in a location decided by the arbitrator for each Batch. If any part of this section is found to be invalid or unenforceable as to a particular claimant or Batch, it will be severed and arbitrated in individual proceedings.

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.

Copyright complaints

If you believe that your intellectual property rights have been infringed, please send notice to the address support@mikomiko.ai. We may delete or disable content that we believe violates these Terms or is alleged to be infringing and will terminate accounts of repeat infringers where appropriate.

MikoMiko Pte Ltd
85 Science Park Drive, #02-06
The Cavendish, Singapore 118259
Attn: Legal Department

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest
- A description of the copyrighted work that you claim has been infringed upon
- A description of where the allegedly infringing material is located on our site so we can find it
- Your address, telephone number, and e-mail address
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf

General Terms

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. **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.

We will give you at least 7 days advance notice of changes to these Terms that materially adversely impact you either via email or an in-product notification. All other changes will be

effective as soon as we post them to our website. If you do not agree to the changes, you must stop using 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.

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

Governing Law. Singapore law will govern these Terms, excluding its conflicts of laws principles. Except as provided in any dispute resolution section above, all claims arising out of or relating to these Terms will be brought exclusively in the courts of Singapore.