MNN Kit Terms of Service

The MNN Kit Terms of Service (hereinafter referred to as the “Agreement”) is made and entered into by and between Taobao (China) Software Co.,Ltd (hereinafter referred to as “Taobao”) and the entity or person agreeing to these terms (“Customer”) who uses Mobile Neural Network Kit (“MNN Kit”) for software or technological development.

This Agreement is effective as of the date Customer downloads and uses the MNN Kit. **Before signing this agreement, please read all the terms and conditions listed in this agreement (especially the terms in bold type). If you do not agree with any of the terms of this agreement, or you cannot accurately understand the relevant provisions of Taobao, please do not follow up. Your follow-up actions or click to confirm will be deemed as your knowledge and unconditional acceptance of all the terms of this agreement.**

1. Definitions
   1. “**SDK**” or “**MNN Kit**” means the machine learning toolkit provided by Taobao for uses in Android and iOS development under the terms of this Agreement.
   2. “**Derivative work**” means work based on “**SDK**” or “**MNN Kit**” developed by you or for you, through modifying, revising, deleting, condensing, expanding, collecting, editing, or any other forms of alternation in which the original “SDK” or “MNN Kit” may be recast, transformed, or adapted.
   3. “**Documentation**” means any written documentation regarding the “SDK” or “MNN Kit” about its design, service, support, modification or improvements.
   4. “**Object code**” means computer programs for the “SDK” or “MNN Kit” assembled or compiled in magnetic or electronic binary form on software media, which are readable and useable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.
   5. “**Source code**” means software written in programming languages, including all comments and procedural code, in a form intelligible to trained programmers and capable of being translated into object or machine-readable code for operation on computer equipment through assembly or compiling.
2. **License Grant**
   1. **Subject to your compliance with the terms and conditions of this Agreement, Taobao grants you a non-exclusive, non-transferrable and limited license, and allows you to use the “SDK” or “MNN Kit” to develop software or technology according to the terms in this Agreement.**
   2. **You have no right to sub-license or redistribute the “SDK” or “MNN Kit” to any third party.**
   3. **To make sure your usage of the “SDK” or “MNN Kit” complies with the terms and conditions in this Agreement, Taobao may collect usage statistical information via the “SDK” or “MNN Kit”. You may call the relevant APIs to stop the collection of such information.**
3. Your Obligations to Taobao
   1. Comply with all terms and conditions in this Agreement，Taobao may provide to you documents regarding the proper use of the “SDK” or “MNN Kit”. You must comply with all usage restrictions on the “SDK” or “MNN Kit” provided in these documents.
   2. Only give the “SDK” or “MNN Kit” to your employees who need to access this information in order for you to comply with the Agreement. You must also inform these employees this information belongs to Taobao and is protected by Copyright law and require them to comply with the terms and conditions in this Agreement.
   3. Promptly notify Taobao of any problems and their solutions regarding the use of the “SDK” or “MNN Kit”.
   4. **You must not delete, edit, add, remove, cover or tamper with the name of “SDK” or “MNN Kit” on the copies and media, or any notices of proprietary rights (including copyright notices and trademark notices) appeared in any copies, media or original packaging provided or requested by Taobao at any time.**
   5. **You will not and will not authorize any third party to do the following:** 
      1. **Reverse compile the object code or reverse engineering or any other way to attempt to obtain the source code of the “SDK” or “MNN Kit”, or the underlying ideas, algorithms, structure or organization.**
      2. **Use the “SDK” or “MNN Kit” to interfere, damage, destroy or obtain unauthorized access to any third-party servers, network or any properties or services (including via development or distribution of an application)**
      3. **Directly or indirectly sub-license, resell, or redistribute the “SDK” or “MNN Kit” for any commercial or profit-seeking purposes.**
      4. **Build and sell your own software development kits or any other toolkits via packaging or extending the “SDK” or “MNN Kit” for any commercial or profit-seeking purposes.**
   6. **Comply with export laws, restrictions and regulations by the United Nations, the United States of America, Japan, the European Union or any foreign organizations or governments.**
   7. You may not, anywhere in the world, use or register any trademarks, names or other symbols by Taobao
   8. You may not, anywhere in the world, disagree with any trademarks, names or other designated marks of Taobao used or authorized by Taobao.
   9. **You may not sue Taobao for any copyright infringement caused by the derivative work of the “SDK” or “MNN Kit”, or claim copyrights of the derivative work from Taobao.**
4. **Privacy and Information**
   1. **You agree that if you develop public facing applications using the “SDK” or “MNN Kit”, you will protect the end users’ privacy rights and legal rights. If the end users provide username, passwords and any other login information or personal information to you, you must inform the end user that such information is used by your application and you must provide privacy declarations and protections sufficient to meet legal requirements. If your application stores end user information or sensitive information, such information must be stored securely.**
5. Third Party Applications
   1. **If you use third party applications developed using the “SDK” or “MNN Kit”, or uses applications that will access data, contents or resources provided by third parties, you must agree that Taobao is not responsible for such applications, data, content or resources. You understand that the original content providers assume the sole responsibility of these data, contents or resources accessed by the third party applications; Taobao is not responsible for any losses or damages incurred by your usage of these third party applications, data, contents or resources.**
   2. You understand that the data, contents and resources provided to you by the third party applications might be under the copyright protection of the provider (or the persons or companies presented by the provider). Unless explicitly allowed by the relevant owners, you may not modify, rent, lease, lend, sell or distribute such data, content or resources (entirely or partially), and you may not create derivate work based on them.
   3. You understand that your usage of third party applications, data, contents or resources might be under the restrictions of independent terms between you and the third party. Under these circumstances, this Agreement will not interfere with your legal relations with these third parties.
6. Term and Termination
   1. The Agreement stays effective, until you or Taobao terminates the Agreement according below.
   2. If you want to terminate the Agreement, you must stop using the “SDK” or “MNN Kit” and its relevant documentations.
   3. **If any of the following conditions occur, Taobao may terminate the Agreement at any time:** 
      1. **You violate any of the terms in this Agreement; OR**
      2. **Taobao must terminate the Agreement according to the laws; OR**
      3. **Partners who cooperate with Taobao to provide you with certain components in the “SDK” or “MNN Kit” stop partnerships with Taobao, or stop providing certain components in the “SDK” or “MNN Kit”;** OR
      4. Taobao decides to stop providing the “SDK” or “MNN Kit” or certain parts of it to the country/region of your residence, or the country/region in which you use relevant services, or Taobao unilaterally decides that providing the “SDK” or “MNN Kit” or certain parts of it is no longer commercially viable.
      5. **When this Agreement terminates, all the legal rights, obligations and responsibilities that you and Taobao are entitled to, subject to (or accumulated over time during the validity of the Agreement) or expressly extend indefinitely will not be affected by the termination. And the provisions of this Agreement regarding the governing law and jurisdiction will indefinitely apply to the above rights, obligations and responsibilities.**
7. **Warranties Disclaimed**
   1. **You explicitly understand and agree that you are solely responsible for the risks in using the “SDK” or “MNN Kit”, and that the “SDK” or “MNN Kit” is provided “as is”, Taobao does not guarantee there is no interruptions in its usages or bugs and malfunctions. Taobao does not provide a warranty in any form.**
   2. **Taobao is not responsible for any bug fixes, technical support, or upgrades of the “SDK” or “MNN Kit”. Taobao does not provide technical support or services for your clients using the “SDK” or “MNN Kit”. You must directly offer technical support to your customers.**
   3. **You must be solely responsible for all the risks in usage of contents downloaded or accessed via the “SDK” or “MNN Kit”. You must be solely responsible for the losses or damages to the computer systems or other devices caused by such usage behavior.**
   4. **Taobao further clearly states that Taobao does not explicitly or implicitly provide any warranties or conditions of any kind, including but not limited to regarding marketability, suitability for specific uses and implicit warranties or conditions that do not infringe on the rights of others.**
8. **Limitation of Liability**
   1. **You explicitly understand and agree, Taobao, its subsidiaries, affiliated companies and their licensors are not responsible for any direct, indirect, incidental, special, secondary or punitive damage (including any data loss), under any theory of liability, regardless whether Taobao or its representatives are informed, or whether they should have been aware of the possibility of any of the aforementioned losses.**
9. **Compensation**
   1. **You agree to defend Taobao and its affiliates and their respective board of directors, executives, employees and agents to the maximum extent permitted by law from any and all of the following circumstances Liability or damages for claims, litigation, prosecutions or proceedings and any and all losses, liabilities, damages, costs and expenses (including reasonable attorney fees):**
      1. **Your use of the “SDK” or “MNN Kit”;**
      2. **Any application you develop on the “SDK” or “MNN Kit” infringes any intellectual property rights of any person or defamates anyone or infringes their right of business image or privacy;**
      3. **Any of your behavior that does not comply with this Agreement ;**
10. **Changes to the Agreement**
    1. **Taobao may change this Agreement when releasing a new version of the “SDK” or “MNN Kit”. After these changes, Taobao will release a new version of this Agreement on the “SDK” or “MNN Kit” website.**
11. **Ownership**
    1. **Taobao shall at all times be the sole legal owner and owner of all versions of the "SDK" or "MNN Kit", and at no time shall you be deemed to have acquired any rights based on any nature of the "Software Development Kit" or "MNN Kit Products", except for the rights granted to it under this Agreement. All trademarks, trade names, service marks, logos and other commercial marks used as well as trade secrets, business practices, copyrights, patents, manuals, operating practices and procedures, goodwill and all other tangible or intangible items should be Taobao Assets, and should be the exclusive property of Taobao, you do not have any rights to all the aforementioned intangible or tangible property. You agree not to interfere or cause any third party to interfere with Taobao's intellectual property. If you violate this provision, you agree that Taobao has the right to immediately take a pre-litigation injunction and claim compensation for damages.**
12. **Governing Law; Jurisdiction, etc.**
    1. **This license agreement constitutes a complete legal agreement between you and Taobao, and your use of the "SDK" or "MNN Kit" (excluding any services that Taobao provides to you under a separate written agreement) will be subject to binding of this Agreement. At the same time, this agreement will completely replace any agreement reached between you and Taobao on the "SDK" or "MNN Kit".**
    2. You agree that even if Taobao does not exercise or enforce any of the statutory rights or remedies described in this License Agreement (or enjoyed by Taobao under any applicable law), it shall not be deemed that Taobao officially waives these rights. These rights can still be exercised or remedies taken accordingly.
    3. **If any court having jurisdiction over such matters determines that any provision of this License Agreement is invalid, we will remove the corresponding provision from this License Agreement and the remainder of this Agreement will not be affected. The remaining provisions of this license agreement remain legally valid and binding.**
    4. You understand and agree that each subsidiary of Taobao shall be the third party beneficiary of the Agreement, and such other companies shall have the right to directly execute this license agreement and claim relevant rights (or rights in their favor). Other than that, no other individual or company may be a third party beneficiary of this Agreement.
    5. **You may not assign or transfer the rights granted in this Agreement without Taobao's prior written permission. Without Taobao’s prior written approval, you may not delegate your responsibilities or obligations under this Agreement to others.**
    6. **This Agreement and the relationship between you and Taobao under this Agreement shall be governed by the laws of the People's Republic of China. Any dispute arising out of or relating to the subject matter of this agreement, the parties agree to be under the jurisdiction of the Yuhang District Court located in Hangzhou, China.**