DeepSeek Coder Model Service Agreement

Dear user,

Welcome to use the DeepSeek Coder product and services!

Before using this service, please make sure to read and understand this "DeepSeek Coder Model Service Agreement" (hereinafter referred to as "this Agreement").

Please be aware that when you confirm your agreement to this Agreement through the network page or actually use the DeepSeek Coder large model (hereinafter referred to as "this Service"), it means that you and Beijing DeepSeek Artificial Intelligence Basic Technology Research Co., Ltd., Hangzhou DeepSeek Artificial Intelligence Basic Technology Research Co., Ltd., and its affiliates (hereinafter referred to as "we" or "DeepSeek") have reached a consensus on this Agreement, and this Agreement has contractual effect.

We specially remind you to read carefully (minors under 18 years old should read it with the accompaniment of a legal guardian), and fully understand all terms of this Agreement, **especially the disclaimer, applicable law, and jurisdiction, and other terms displayed in bold**. If you disagree with any content of this Agreement or cannot accurately understand our interpretation of the terms of this Agreement, please click disagree or stop using this Service. Otherwise, it indicates that you have accepted all terms described in this Agreement and its applicable conditions and agree to be bound by this Agreement.

NOTE: This product is still in the testing phase. All content provided by this service is answered by an AI model, errors or omissions may occur. This service does not guarantee the accuracy, completeness, and functionality of its reply content, and the output content does not represent the attitude or opinion of the service provider. Especially when you use this service to consult on medical, legal, and other related professional issues, this service only provides suggestions and does not represent professional opinions such as medical diagnoses or legal services. If you need professional opinions such as medical diagnoses and legal services, you must consult doctors and relevant legal professionals and make decisions under the guidance of professionals. In summary, the content provided by this service should be for reference only, and does not constitute any advice or commitment. We do not assume any damage or liability caused to you or any third party by using this service.

Article 1 Our Services

1.1 The architecture of the DeepSeek Coder model is Transformer, and the training framework is PyTorch. DeepSeek Coder provides AI question-answering services. Users need to input text information in the dialogue box, and DeepSeek Coder will output corresponding content as a response based on user input, including text, tables, and code. DeepSeek Coder will collect and analyze user input and output information to improve recognition and response

capabilities, and improve the intelligence and content quality of this service. Users can evaluate the output, including likes, dislikes, and other operations, to feedback the user's opinions on the output information of DeepSeek Coder.

1.2 The specific functions of this service will continue to be iteratively updated with user feedback, technical upgrades, or changes in relevant regulatory policies.

1.3 When you use a specific function of this service, there may be separate agreements and relevant business rules for that specific function ("specific agreements"). Please read and agree to the relevant specific agreements before using this specific function. If there is a conflict between the content of this Agreement and the specific agreements, the provisions of the specific agreements shall prevail.

1.4 When you use products or services provided by third parties in this service (such as through plugins, links, etc.), please comply with the user agreements, usage rules, privacy policies, and other legal documents published by the third parties. Within the scope permitted by laws and regulations, we are not responsible for third-party products and any content.

Article 2 Account Management

2.1 This service is mainly for adults. If you are under 18 years old, please read this Agreement with the accompaniment of a legal guardian, and use this service with the consent of a legal guardian. DeepSeek fully understands the importance of protecting minors and will take corresponding protective measures according to legal requirements and mainstream industry practices. At the same time, the guardian should reasonably guide and restrain minor users from using this service, create a good network environment together, help minors develop good internet habits, and avoid over-dependence or indulgence in this service.

2.2 Before using this service, you should register an account in real name according to the page prompt, fill in the relevant information truthfully, accurately, legally, and effectively as required, and confirm and agree to this Agreement, "DeepSeek Coder Privacy Policy," and other relevant rules and policies. If the materials you submit or the information you provide is inaccurate, untrue, irregular, or we have reason to suspect that it is erroneous, untrue, or illegal materials, we have the right to refuse to provide you with relevant functions. You may not be able to use this software and related services, or some functions may be restricted during use. Your account is your credential for logging in and using this service, and the account is non-transferable, non-givable, and non-inheritable.

2.3 You understand and promise that the account you set up shall not violate relevant national laws and regulations. Your account name, avatar, and profile and other registration information and other personal information shall not contain illegal and bad information. Without the permission of others, you shall not open an account in the name of others (including but not limited to impersonating others' names, names, words, avatars, etc., that are enough to confuse people), and you shall not maliciously register accounts (including but

not limited to frequent registration, batch registration of accounts, etc.). During the account registration and use process, you should comply with relevant laws and regulations and shall not carry out any behavior that infringes the national interest, damages the legal rights and interests of other citizens, and is harmful to social morals. We have the right to review the information you submitted.

2.4 When you register and use an account, you must promise and guarantee:

(1) Take full responsibility for the truthfulness, legality, and validity of registration information, update the registration information in time, and shall not register an account or use this service in the name of someone else without permission;
(2) Properly keep the account and password, and assume legal responsibility for all behaviors under the account;
(3) Shall not maliciously register accounts, including but not limited to frequent registration, batch registration, etc.;
(4) The account is for your personal use only, and you shall not transfer, lend, rent, or provide the account to others in any form.

2.5 If we find that you have illegal and irregular behaviors such as obtaining account registration with false information and violating the agreement, we have the right to take measures such as rectification within a time limit and suspension of use without notification.

2.6 Users find any illegal use of user accounts should notify us immediately, and we will give the maximum cooperation and deal with it. However, we do not assume any responsibility for various losses caused by the disclosure of the account or password.

Article 3 Service Management

3.1 You fully understand and agree that, according to this agreement, we grant you a personal, revocable, non-transferable, non-exclusive, and non-commercial right to lawfully use this platform and related services. All other rights not explicitly granted by this agreement are still reserved by DeepSeek. You must obtain written permission from DeepSeek before exercising these rights. Additionally, DeepSeek's failure to exercise any of the foregoing rights does not constitute a waiver of such rights. If you release or disseminate the outputs generated by this service, you should: (1) proactively verify the authenticity and accuracy of the content to avoid spreading false information; (2) conspicuously mark that the output content is generated by artificial intelligence, to inform the public of the synthetic nature of the content; (3) avoid publishing and disseminating any content that violates the usage norms of this agreement.

3.2 Users should comply with this agreement when using the services provided by DeepSeek, adhering to principles of voluntariness, equality, fairness, and good faith, not using this service to infringe on the legal rights of others or seek unjust benefits, and not disturbing the normal order of the internet platform.

3.3 To comply with legal and regulatory requirements, DeepSeek has the right to technically or manually review user behaviors and information in using this service, including but not limited to reviewing inputs and outputs, establishing risk filtering mechanisms, and creating databases of illegal content features.

3.4 DeepSeek advises that, as a user of this service, **you should not input content that induces outputs violating relevant laws and regulations, including but not limited to:**

(Descriptions of prohibited content, such as those against constitutional principles, harming national security, spreading rumors, and engaging in activities that undermine social order and stability, are listed here.)

3.5 DeepSeek advises that, as a user of this service, **you should not input content that induces unfriendly dialogue outputs, including but not limited to:**

(Descriptions of prohibited behaviors, such as personal attacks, curses, discrimination, and other forms of disrespect, are listed here.)

3.6 DeepSeek advises that, as a user of this service, you should not maliciously contend with the filtering mechanisms of this service by, including but not limited to:

(Descriptions of prohibited behaviors, such as entering meaningless codes and maliciously evading service checks, are listed here.)

3.7 DeepSeek advises that, as a user of this service, **you should not interfere with the normal operation of this service or harm DeepSeek's legal rights, including but not limited to:**

(Descriptions of prohibited behaviors, such as stealing commercial secrets, reverse engineering, and unauthorized resale of the service, are listed here.)

3.8 DeepSeek advises that, as a user of this service, **you should not engage in behaviors that violate other legal regulations or infringe upon the legal rights of others or DeepSeek, such as monopolistic or unfair competition practices.**

3.9 For users who violate regulations, DeepSeek has the right, according to its reasonable judgment and without notice, to take actions such as warnings, functionality restrictions, service suspensions or terminations, account bans, content deletions, and to save related records and report to competent authorities. You should bear all legal responsibilities and any claims, demands, or losses claimed by third parties resulting from this; you should also compensate us for any losses incurred, including litigation costs, notarization fees, announcement fees, attorney fees, etc.

Article 4 Intellectual Property and Other Rights

4.1 DeepSeek is the developing and operating entity of this service and has all rights allowed by law to all data, information, outputs, etc., generated during the development and operation of this service, except where legal provisions stipulate that rights should be enjoyed by the relevant right holder.

4.2 DeepSeek owns the intellectual property rights (including but not limited to copyrights, trademark rights, patent rights, and other intellectual property rights) of the content provided in this service, including software, technology, programs, code, user interfaces, web pages, text, graphics, layout designs, trademarks, electronic documents, etc., except where legal provisions stipulate that rights should be enjoyed by the relevant right holder.

4.3 You understand and promise that your inputs while using this service do not infringe on anyone's intellectual property rights, portrait rights, reputation rights, honor rights, name rights, privacy rights, personal information rights, and other legal rights and interests, and do not involve any state secrets, trade secrets, vital data, or other data that may adversely affect national security or public interests. Otherwise, you shall bear the risks and responsibilities of infringement. You shall also bear all direct and indirect losses (including but not limited to economic losses, goodwill losses, rights defense expenses, attorney fees, etc.) suffered by DeepSeek.

4.4 You understand and agree that, unless proven otherwise, by uploading, publishing, or transmitting content using the services of this platform, you irrevocably grant DeepSeek and its affiliates a non-exclusive, geographically unlimited, perpetual, royalty-free license to use (including but not limited to storing, using, copying, revising, editing, publishing, displaying, translating, distributing the said content or creating derivative works, for both commercial and non-commercial use) and to sublicense to third parties. You also grant the right to collect evidence and initiate litigation on its own behalf against third-party infringement.

4.5 Without our permission, please do not arbitrarily use any trademarks, service marks, trade names, domain names, website names, company logos (LOGO), URLs, or other significant brand features related to this platform, including but not limited to "深度求索", "求索代码", "DeepSeek", "DeepSeek Coder", etc. Do not display, use, or apply for trademark registration, domain name registration, etc., either alone or in combination with the above marks, nor imply to others that you have the right to display, use or manage such marks.

Article 5 Personal Information Protection

5.1 We respect and protect the personal privacy of you and all users of this service. A reminder to you: please ensure that the content you input while using this service does not contain personal or sensitive information of yours or others. We understand that the text dialogue information you enter and the information feedback you submit may contain personal

information of others. If so, please ensure you have their lawful authorization to prevent undue disclosure. For detailed rules on how we collect, protect, and use personal information, please carefully read the "DeepSeek Coder Privacy Policy".

Article 6 Complaints and Feedback

6.1 If you believe this service involves infringement of your intellectual property or other rights, or you find any illegal or false information or any behavior that violates this agreement, or if you have any comments or suggestions about our service, you can submit them through the product interface - click on the top right fold icon - click the "Complaint/Feedback" button, or provide genuine feedback through our publicly disclosed email and contact address. We will take your feedback seriously and take legal measures accordingly.

Article 7 Disclaimer

7.1 You are responsible for all your actions while using this service and all resulting consequences, including but not limited to any services you provide, any content you publish, and any consequences arising therefrom. You assume all risks associated with using this service and its related content, including the truthfulness, completeness, accuracy, and timeliness of this service and its content. The content provided by this service should only be for your reference and does not constitute any advice or commitment. We are not liable for any damages or responsibilities caused by your use of this service to you or any third party.

7.2 This product is still in its testing phase. The service is provided as-is with all faults based on current technology and conditions. We make every effort to ensure the continuity and security of the service but cannot guarantee that the service provided will be flawless. We cannot always predict and prevent legal, technical, and other risks. Under no circumstances will we be liable for any failures, interruptions, leaks, delays, or errors caused by internet connection failures, power outages, strikes, labor disputes, riots, uprisings, disturbances, fires, floods, storms, explosions, force majeure, wars, governmental actions, orders from international or domestic courts, hacker attacks, internet viruses, technical adjustments by internet service providers, temporary government control, or any other uncontrollable reasons.

7.3 When the content provided by this service includes content from plugins, third-party websites, etc., we are not responsible for the validity of these contents and cannot guarantee the authenticity, legality, and safety of any content, products, services, or other materials obtained from these sources. You should carefully discern the legality, accuracy, truth, applicability, completeness, and safety of these contents and take prudent preventive measures. If you are unsure whether these contents are legal, accurate, real, practical, complete, and safe, we recommend consulting professionals. Within the scope permitted by law, we are not liable for any loss (including but not

limited to computer viruses, defamation of reputation or goodwill, copyright, or intellectual property rights) resulting from using any third-party information or links.

Article 8 Applicable Law and Jurisdiction

8.1 The establishment, execution, interpretation, and dispute resolution of this agreement shall be governed by the laws of Mainland China.

8.2 If disputes arise from the signing, performance, or interpretation of this agreement, both parties shall seek friendly negotiations. If negotiations fail, either party has the right to file a lawsuit in the court with jurisdiction over the location of Hangzhou DeepSeek Artificial Intelligence Basic Technology Research Co., Ltd.

Article 9 Modification and Update of the Agreement

9.1 Your acceptance of this agreement includes accepting any modifications we make to this agreement at any time. We have the right to modify this agreement at any time, and the updated agreement will be announced through appropriate means such as official websites. **Once announced, it replaces the original agreement terms, so please check the latest version of the agreement on the official website regularly. If you do not accept the modified agreement, please stop using this service immediately. Your continued use of this service will be regarded as your acceptance of the modified agreement.**

Beijing DeepSeek Artificial Intelligence Basic Technology Research Co., Ltd.
Hangzhou DeepSeek Artificial Intelligence Basic Technology Research Co., Ltd.
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