

## Terms & Conditions

Last updated May 2024

These terms of service (these "Terms") apply to the website, the web interface, the API, and other products and services (collectively, the "Service") provided by Eden AI SAS ("our," or "we") via edenai.co (the "Site" or "Sites"). Eden AI SAS which publishes and owns Eden AI platform is a French company registered in the Lyon trade and companies register (n° 829 046 473). By registering to use the Service, accessing the Service or providing access to any APIs via the Service, you agree and acknowledge that you have read all of the terms and conditions of these Terms, you understand all of the terms and conditions of these Terms, and you agree to be legally bound by all of the terms and conditions of these Terms. These Terms apply to individuals and entities that provide access to APIs via the Service ("Providers") and individuals and entities that obtain access to APIs via the Service ("Users"). Unless otherwise specified, "you" refers to both Providers and Users. The "Effective Date" of these Terms is the date you first access the Service. Eden AI reserves the right to change or modify any of the terms and conditions contained in these Terms (or any policy or guideline of Eden AI) at any time and in its sole discretion by providing notice that these Terms have been modified. Such notice may be provided by sending an email, posting a notice on the Site, posting the revised Terms on the Site and revising the date at the top of these Terms, or such other form of notice as determined by Eden AI. Any changes or modifications will be effective 7 days after providing notice that these Terms have been modified (the "Notice Period"). Your continued use of the Service following the Notice Period will constitute your acceptance of such changes or modifications. You are advised to review these Terms whenever you access the Service and at least every 30 days to make sure that you understand the terms and conditions that will apply to your use of the Service.

## PRIVACY

We collect for the operation of Eden AI two types of data: - Users and provider data that is primarily provided at the time of registration and can be modified afterwards. The processing of this data (first name, surname, email, etc.) is subject to the application of the General Data Protection Regulation (GDPR). The GDPR includes in particular the obligation to secure the data collected or to delete them at the request of the user. Users can contact Eden AI for any request in this respect by email : contact@edenai.co. - Data from the use of our API: This data is stored for a maximum of 12 months and can be deleted at the request of the customer using our platform. This data is used in particular to improve our services and to offer users the best possible solution.

## SERVICE & REGISTRATION

### Service

Eden AI API offers a unique API focused on a few technologies related to Artificial Intelligence. It allows to standardize several vendors and to compare results more easily to help in the choice of the best solution. In addition, the API makes it possible to combine the results of several vendors to achieve better performance. This API can be used directly by users or via the dedicated web interface. Eden AI grants to you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to access and use the Service subject to the terms and conditions set forth in these Terms. Registration In order to access the Service, Providers and Users must register with Eden AI by completing the registration forms provided via the Site. You agree to (a) provide accurate, current, and complete information as may be prompted by the registration forms via the Site ("Registration Data"), (b) maintain the security of your Eden AI account password, (c) maintain and promptly update the Registration Data, and any other information you provide to Eden AI, to keep it accurate, current, and complete and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Eden AI. You are responsible for safeguarding the passwords you use to access the Service and agree to be fully responsible for activities or transactions that relate to your Eden AI account or password. You must notify Eden AI immediately if you learn of an unauthorized use of your Eden AI account or password.

### API RIGHTS - BETWEEN PROVIDERS AND USERS

Eden AI provides its own API to use some Provider's API, but the terms and conditions applicable to the APIs (including, the use of the APIs) are between Providers and Users (not Eden AI). This

includes especially the use of the collected data. With respect to each API, Users and the API Provider who listed such API via the Service acknowledge and agree that the terms and conditions applicable to the use of and other rights with respect to such API by each such API Consumer are solely between each such API Consumer and such API Provider, and not with Eden AI. Each API Provider (not Eden AI) is responsible for all support and all claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). Eden AI reserves the right, but does not have the obligation, to review, screen, or monitor any links to any APIs or any API Content/Terms (as defined below) at any time and for any reason without notice. Providers and Users acknowledge and agree that Eden AI may remove any API or any API Content/Terms at Eden AI's sole discretion.

#### API PROVIDER

**API Provider - Grants and Obligations** Providers may APIs via the Service by completing Eden AI's listing form. For each API, Providers must provide the URLs applicable to such API on the API Provider's websites ("API Provider Sites"), a brief description of the API, the API pricing parameters (free use, unique object pricing, or subscription), any overage fees and any other applicable terms and conditions (e.g., service level standards) (collectively, "API Content/Terms").

API Provider grants Eden AI the right to provide the APIs and the API Content/Terms provided by API Provider (or a party on its behalf) via the Service. Further, API Provider consents to Eden AI's use of its name and, if applicable, API Provider's company's name and logo on the Site and our publicly-available online and printed materials, identifying API Provider (and, if applicable, API Provider's company) as part of the Eden AI API network. API Provider, not Eden AI, is responsible for monitoring and enforcing the API Content/Terms applicable to each API to which it grants an API Consumer access. API Provider acknowledges and agrees that Eden AI will not be liable for any actual or alleged breach of the terms and conditions governing the use of APIs by API Consumer (or any damages arising from or related to such actual or alleged breach). API Provider represents and warrants that (a) all representations and warranties made by API Provider with respect to the APIs it lists via the Service are true and accurate; and (b) it owns (or has full rights to) to market, promote, offer to sell, sell, grants access to, and distribute the APIs it lists via the Service and all API Content/Terms posted to the Service. In the event Eden AI provides API Consumer email addresses or other contract information to an API Provider, such API Provider may use such email addresses or other contact information solely to provide API Provider's APIs to API Consumer in connection with the Service. In no event may API Provider bypass Eden AI's billing, management, marketplace or Service and/or use any information obtained via Eden AI, the Service or the Site (including, but not limited to, any API Consumer email addresses or other contract information) for any purpose other than expressly authorized in these Terms. For example, API Provider may not use any API Consumer email addresses or other contract information to solicit Users or other users to leave the Service or obtain APIs directly via Providers or any non-Eden AI source.

**API Provider - Payments** Eden AI collects subscription fees and other payments associated with Users' access and use of APIs provided by Providers. Eden AI currently works with two payment methods. The first model is that Eden AI (company Eden AI SAS) is a customer of the different AI providers and provides through their APIs a service to the different Eden AI users. The second model is that Eden AI is a pure intermediary. Following Eden AI's receipt of the API Fees applicable to an API listed on the Service by an API Provider, Eden AI will pass on such amount to the applicable API Provider less a Eden AI transaction fee. Providers are paid on a monthly basis in arrears via the Service. Notwithstanding any terms to the contrary in these Terms, Providers acknowledge and agree that Eden AI will use reasonable effort to collect API Fees, but Eden AI is not responsible for any failure to collect API Fees (including, but not limited to, any damages that arise out of, result from, are attributable to or are in any way incidental to such failure). Eden AI, at its sole discretion, may modify its transaction fee with no less than 7 days advance notice.

#### API CONSUMER

**API Consumer - Subscription Packages** API Consumer may browse listed APIs and subscribe to access and use APIs pursuant to one of the Eden AI API subscription plans selected by API Consumer. Depending on a particular API offering, API Consumer may also be able to arrange

custom pricing and service directly with an API Provider. Unless otherwise expressly set forth in the Eden AI subscription plan selected by an API Consumer, Eden AI subscription plans will automatically renew for additional periods equivalent in length to the initial Eden AI subscription period selected by such API Consumer. Each API Consumer may change the type of Eden AI subscription plan selected or terminate the Eden AI subscription plan according to the terms and conditions of such subscription plan.

**API Consumer - Fees** The pricing terms for each API Consumer's access and use of APIs are set forth in the Eden AI subscription plan selected by such API Consumer (unless the API is not being purchased pursuant to a Eden AI subscription plan). All payments must be made in U.S. Dollars by credit or debit card via an authorized Eden AI payment processor. Eden AI will charge the credit/debit card provided by API Consumer via the Service in advance and in accordance the subscription plan selected by API Consumer. Most plans are monthly with subscriptions payable at the end of each month including the monthly license to which can be added the variable fees depending on the User's consumption. Each API Consumer hereby authorizes Eden AI (or its authorized payment processor) to charge the credit/debit card number provided via the Service by such API Consumer in accordance with the Eden AI subscription plan selected, and such API Consumer represents and warrants that such API Consumer is authorized to use and have fees charged to the credit/debit card number provided to Eden AI. API Consumer understands that it may withdraw such authorization by contacting Eden AI at support@edenai.co. These elements do not concern certain tailor-made offers (on premise, etc.) that will be negotiated directly with the client.

#### USER CONTENT

Eden AI reserves the right, but does not have the obligation, to remove, screen, or edit any content, links, comments or materials posted or stored on the Service, including API Content/Terms (collectively, "User Content") at any time and for any reason without notice. You will not (and will not allow or authorize any third-party to) post, upload to, transmit, distribute, store, create, solicit, disclose, or otherwise publish through the Service any User Content that is restricted by these Terms.

#### RESTRICTIONS

Except as expressly authorized by these Terms, you may not:

- modify, disclose, alter, translate, or create derivative works the Service (or any components thereof);
- license, sublicense, resell, distribute, lease, rent, lend, transfer, assign, or otherwise dispose of the Service (or any components thereof);
- disassemble, decompile, or reverse engineer the software components of the Service;
- use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- use the Service to store or transmit any viruses, software routines or other code designed to permit unauthorized access, disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions;
- copy, frame, or mirror any part or content of the Service;
- build a competitive product or service, or copy any features or functions of the Service;
- interfere with or disrupt the integrity or performance of the Service;
- attempt to gain unauthorized access to the Service or their related systems or networks;
- remove, alter, or obscure any proprietary notices in or on the Service including copyright notices;
- cause or permit any third-party to do any of the foregoing; or
- interfere in any manner with the enjoyment of the Service of any other user.

#### GENERAL GRAND AND OWNERSHIP

**Ownership of User Data:** All data generated by or related to Users, including any personal data provided by Users during their interaction with the Service ("User Data"), remain the property of the Users. Eden AI claims no ownership rights over User Data.

**Limited Use of User Data:** Eden AI will use User Data solely for the purpose of providing and improving the Services, ensuring the data is handled in accordance with the General Data Protection Regulation (GDPR) and other relevant privacy laws. Eden AI will not use User Data for any other purpose unless explicitly authorized by the User.

**Anonymization of Data:** To protect user privacy, Eden AI commits to anonymizing User Data used for any analysis or improvement of the Services, ensuring that such data cannot be traced back to any individual user.

**Data Retention and Deletion:** User Data will be retained only as long as necessary to provide the Services to the User or as required by law. Upon termination of a User's account or upon User's request, Eden AI will delete or anonymize User Data, except as required by law.

This version emphasizes user ownership and the restrictive use of user data, aligning closely with the client's concerns and requirements for data handling.

#### **COPYRIGHT POLICY**

Eden AI users may report content that appears on/via the Site or Service to Eden AI that he/she thinks violates these Terms, and Eden AI may remove such content, suspend or terminate the account of the user who made posted such content and/or take additional action to enforce these Terms against such user.

#### **FEEDBACK**

Any suggestions, comments, or other feedback provided by you to Eden AI with respect to the Service or Eden AI (collectively, "Feedback") will constitute confidential information of Eden AI. Eden AI will be free to use, disclose, reproduce, license, and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind, on account of intellectual property rights or otherwise.

#### **LINKS**

You are granted a limited, non-exclusive right to create a text hyperlink to the Service for noncommercial purposes, provided such link does not portray Eden AI or any of its products and services in a false, misleading, derogatory, or defamatory manner and that the linking site does not contain any material that is offensive, illegal, harassing, or otherwise objectionable. This limited right may be revoked at any time. Eden AI makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of third-party sites accessible by link from the Service or Site. Eden AI provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by Eden AI of the corresponding site or any information contained in (or made available via) that site. When you leave the Site, Eden AI's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data-gathering practices, of any site to which you navigate from the Site.

#### **THIRD-PARTY ADVERTISING**

Eden AI may run advertisements and promotions from third parties through or in connection with the Service or may provide information about or links to third-party products or services. Your dealings or correspondence with, or participation in promotions of, any such third parties, and any terms, conditions, warranties, or representations associated with such dealings, correspondence, or promotions, are solely between you and the applicable third party. Eden AI is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions or as the result of the presence of such advertisers or third-party information made available through the Service.

#### **TRADEMARKS**

Eden AI's name, trademarks, logos, and any other Eden AI product, service name, or slogan included in the Service are property of Eden AI and may not be copied, imitated, or used (in whole or in part) without Eden AI's prior written consent. The look and feel of the Service and the Site, including all custom graphics, button icons, and scripts constitute service marks, trademarks, or trade dress of Eden AI and may not be copied, imitated, or used (in whole or in part) without Eden AI's prior written consent.

All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Service ("Third-Party Trademarks") are the property of their respective owners, and the use of such Third-Party Trademarks inures to the benefit of each owner. The use of such Third-Party Trademarks is intended to denote interoperability and does not constitute an affiliation by Eden AI and its licensors with such company or an endorsement or approval by such company of Eden AI or its licensors or their respective products or services.

## SUSPENSION OR TERMINATION

Eden AI may, at its sole discretion, suspend or terminate your license to access or use the Service at any time and for any reason without notice. You must stop accessing or using the Service immediately if Eden AI suspends or terminates your license to access or use the Service. Eden AI reserves the right, but does not undertake any duty, to take appropriate legal action including the pursuit of civil, criminal, or injunctive redress against you for continuing to use the Service during suspension or after termination. Eden AI may recover its reasonable attorneys' fees and court costs from you for such actions. These Terms will remain enforceable against you while your license to access or use the Service is suspended and after it is terminated. Except for the license granted to you to access and use the Service and all payment terms, all of the terms, conditions, and restrictions set forth in these Terms will survive the termination of these Terms. Providers and Users acknowledge and agree that Eden AI may remove any solution description on the catalogue, API or any API Content/Terms at Eden AI's sole discretion. API Consumer may terminate its subscription plan at any time by selecting Unsubscribe from the applicable plan page. No refunds will be issued.

## DISCLAIMER

Your use of the service is at your sole risk. the service is provided on an "as is" and "as available" basis. Eden AI disclaims all warranties and representations (express or implied, oral or written) with respect to these terms, the service, any of the apis provided via the service, any api content/terms, any user content, the site (including any information and content made available via the site and the Eden AI materials), third-party infrastructure (as defined below) and third-party trademarks, whether alleged to arise by operation of law, by reason of custom or usage in the trade, by course of dealing or otherwise, including any warranties of merchantability, fitness for any purpose, non-infringement, and condition of title. To the fullest extent permitted by applicable law, Eden AI does not warrant, and disclaims all liability for (a) the completeness, accuracy, availability, timeliness, security, or Reliability of the service, any of the apis provided via the service, any user content, the site (including any information or content made available via the site), or third-party trademarks; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the service and any api made available via the service; (c) the deletion of, or the failure to store or transmit, any user content and other communications maintained by the service; and (d) whether the service will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

## INDEMNIFICATION

You agree, at your sole expense, to defend, indemnify and hold Eden AI (and its directors, officers, employees, consultants and agents) harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) for any death, injury, property damage caused by, arising out of, resulting from, attributable to or in any way incidental to any of your conduct or any actual or alleged breach of any of your obligations under these Terms (including, but not limited to, any actual or alleged breach of any of your representations or warranties as set forth in these Terms).

## LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Eden AI will not be liable to you or any third party for any incidental, special, indirect, consequential, exemplary, or punitive damages whatsoever, arising out of or related to these terms, the service, any of the apis provided via the service, any api content/terms, any user content, the site (including any information and content made available via the site and Eden AI materials), third-party infrastructure or third-party trademarks, however caused, regardless of the theory of liability (contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability, or other theory), even if Eden AI has been advised of the possibility of such damages. In no event shall the aggregate liability of Eden AI arising out of or related to these terms, the service, any of the apis provided via the service, any api content/terms, any user content, the site (including any information or content made available via the site), third-party infrastructure or third-party trademarks exceed one hundred U.S. dollars (USD \$100.00). some states do not allow the exclusion or limitation of incidental or consequential

damages, so this limitation may not apply to you. Eden AI reserves the right, but does not have the obligation, to review, screen, or monitor any links to any APIs or any API Content/Terms (as defined below) at any time and for any reason without notice.

#### ARBITRATION

Please read the following paragraphs carefully because they require you to arbitrate disputes with Eden AI and limit the manner in which you can seek relief from Eden AI. In the event of any controversy or claim arising out of or relating in any way to these Terms or the Service, you and Eden AI agree to consult and negotiate with each other and, recognizing your mutual interests, try to reach a solution satisfactory to both parties. If we do not reach settlement within a period of 60 days, then either of us may, by notice to the other demand mediation under the mediation rules of the Interprofessional Centre for Mediation and Arbitration (in french "Centre Interprofessionnel de Médiation et d'Arbitrage") in Lyon, France. We both give up our right to litigate our disputes and may not proceed to arbitration without first trying mediation, but you and Eden AI are NOT required to arbitrate any dispute in which either party seeks equitable and other relief from the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Except as otherwise required under applicable law, you and Eden AI intend and agree: (a) not to assert class action or representative action procedures and agree that they will not apply in any arbitration involving the other; (b) not to assert class action or representative action claims against the other in arbitration or otherwise; and (c) will only submit individual claims in arbitration and will not seek to represent the interests of any other person or entity. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim will be resolved by arbitration in accordance with the rules of the Interprofessional Centre for Mediation and Arbitration before a single arbitrator in Lyon, France. The language of all proceedings and filings will be French or English. The arbitrator will render a written opinion including findings of fact and law and the award and/or determination of the arbitrator will be binding on the parties, and their respective administrators and assigns, and will not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration will be shared equally by the parties unless the arbitration determines that the expenses will be otherwise assessed and the prevailing party may be awarded its attorneys' fees and expenses by the arbitrator. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 90 days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit will not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

#### COMPETENT JURISDICTION

Any dispute relating to the interpretation and execution of these general terms and conditions of sale is subject to French law. Failing amicable resolution, the dispute will be brought before the Commercial Court of Lyon.

#### MISCELLANEOUS

**Independent Contractors** Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner, or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever. **Assignment** You may not assign, delegate, or transfer (by sale, merger, operation of law, or otherwise) these Terms or any right, title, interest, or obligation hereunder without the prior written consent of Eden AI. Any attempted or purported assignment, delegation, or transfer in violation of the foregoing will be null and void and without effect. Eden AI may assign these Terms without your prior written consent. These Terms will be binding and inure to the benefit of such assignees, transferees, and other successors in the interest of the parties in the event of an assignment or other transfer made consistent with the provisions of these Terms. **Third-Party Infrastructure** Notwithstanding any terms to the contrary in these Terms, you acknowledge and agree that Eden AI

uses a third party hosting infrastructure in connection with the Services ("Third-Party Infrastructure"), the provider(s) of the Third-Party Infrastructure disclaim and make no representation or warranty with respect to such Third-Party Infrastructure, and Eden AI assumes no liability for any claim that may arise with respect to such Third-Party Infrastructure. Electronic Communications By using the Service, you agree that we may communicate with you electronically regarding your use of the Service and that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent from receiving electronic notice, please notify us at [support@EdenAI.com](mailto:support@EdenAI.com). Severability If any provision of these Terms is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled. Force Majeure Eden AI is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God (fire, storm, floods, earthquakes, etc.), acts of terrorism, civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of services provided by any service providers used by Eden AI, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

#### QUESTIONS

If you have any questions regarding the use of the Service, please email Eden AI at [contact@edenai.co](mailto:contact@edenai.co)