DeepQ AI Platform Terms of Use

Update on: 07.04.2021

Thank you for using the DeepQ AI Platform (the "Platform"). Please read these DeepQ AI Platform user terms and conditions (the "Terms") and any additional terms provided to You by DeepQ when using the Platform ("Additional Terms", the "Terms" and "Additional Terms" are collectively referred to as the "User Terms") carefully to understand your rights and responsibilities. By using the Platform or any product or service available within, you agree to be bound by the User Terms. If You do not agree to any provision of the User Terms, please do not use the Platform.

You understand that the User Terms may be amended from time to time. Amended User Terms will be published when the Platform software is updated or upgraded or posted on the website run by DeepQ. Your continued access to or use of the Platform following the publishing or posting of the amended User Terms means that You accept and agree to any amended User Terms. You are expected to check this page each time You access or use the Platform to keep Yourself informed of any changes that are binding on You. If there is a conflict or inconsistency between the Terms and the Additional Terms, the Additional Terms shall prevail.

1. **DeepQ AI Platform.** The Platform is a machine learning model platform developed and operated by DeepQ Technology Corporation ("DeepQ"), which provides the users with a machine learning model training environment. The users can upload their dataset to the Platform through the web page management interface to engage in machine learning model training and data annotation (the "Services"). The data that You upload are collectively referred to as "User Data".

2. **Age Minimum.** The Services are provided to users who are 20 years of age or older. You promise that You are 20 years of age or older when using or accessing to the Platform. If You are 20 ages of age or older, but under the age of majority or age subject to parental consent according to local law, You should obtain Your parents or guardians' approval and review the User Terms together with them to ensure that You and Your parents or guardians understand and agree to the User Terms.

3. **Establishing an Account.** To use certain functions of the Platform, you are required to register an account with the Platform. If You are authorized to register an account on behalf of Your employer or organization, you will be bound by the User Terms and the user account policy published by Your employer or organization. You should keep your login credentials away from any third party, and do not authorize it to use Your login credential or share Your login credentials with it. If You register an account with the Platform by Yourself or on behalf of Your employer or organization, You or Your employer or organization accept responsibilities for all activities that occur under Your or Your employer or organization's account. If You notice someone else is using Your account without Your permission, notify the system administrator of Your employer or organization without delay.

4. **System Requirements.** To use the Services provided through the Platform, you will need a computer that is connected to internet, internet connection and other compatible software. You understand that these system requirements may change from time to time and affect Your ability

to access and use Services on the Platform. You shall be solely liable for these system requirements and the associated costs (for example the costs of internet).

5. **Platform Services.**
   a. The Platform is a management and service platform for machine learning model training. You can upload User Data for machine learning model training and data annotation through the Platform. You can manage the User Data that You have uploaded through the management page of the Platform, including but not limited to setup, monitoring and deletion (if available on the Platform).
   b. The Platform may provide the functionality that the project owner who uploads the dataset can invite third party to participate in individual project (including other machines learning training tools available on the Platform). If You invite third parties to participate in Your project, You should determine and manage the role and corresponding authority for such third parties. You shall be solely responsible for such third parties' management and exercise of authority. You should have the invited third parties appropriately exercise the authority granted by You.
   c. The Platform only provides a machine learning model training environment. DeepQ does not warrant the correctness, legality or completeness of the User Data that you upload. You shall ensure that the User Data that You upload, as well as the processing and use of the User Data, is in compliance with applicable laws, including but not limited to personal information protection related laws. In addition, You will be solely responsible for the correctness, legality or completeness of the User Data that you upload.
   d. You shall not upload any data with personal information to the Platform. If the data You upload might include personal information, You warrant that You or Your employer or organization have/has obtained the written consent from the data subjects and been in compliance with all applicable laws. If You upload the data with information related to the patients' physical examination or medical records and the Platform has detected the personally identifiable information of such patients (for example the names and ID of such patients in the DICOM files), the Platform will de-identify such data. However, DeepQ does not guarantee all personally identifiable information can be completely de-identified.
   e. You warrant that all data You upload is lawfully obtained and used. It is Your sole responsibility if the way You obtain and use the data You upload is in violation of applicable laws.
   f. Unless otherwise provided in the User Terms or agreed by Your employer or organization who entered into the license agreement with DeepQ, DeepQ will not view, collect, process or share with any third party all data that you upload or key in, including the User Data. However, if (i) required by applicable laws or governmental authorities, or (ii) for the purpose of protecting the information security of the Platform, or improving the Platform performance or quality of Services provided by the Platform, or addressing Your needs for technical support, DeepQ may (a) access or view the User Data that You upload, (b) access, view or analyze Your log data and error reporting files, for example the version of the operating system, the function that You've used, the number, time and setting of the features You've used, Your status on the Platform when error occurs, other log data including the Platform click tracking records, the setting You choose when conducting the machine learning training, the statistics analysis of the annotation and

machine learning training. However, such log data will not include any of Your personally identifiable information.

   g. The service products resulting from Your use of the Services, including but not limited to the trained machine learning models ("Service Products"), can only be used by You on the Platform during the term of the Service or trial Service in a manner that is in compliance with the User Terms.

6. **Product Access.** DeepQ may record and store the unique device identification code of Your personal computer or other electronic equipment. The availability of Services will vary between countries and not all Services are available in Your country of residence.

7. **Data Backup.** The Platform does not provide data backup and hosting Services, (i) DeepQ does not guarantee that the User Data you upload will not be removed, damaged, destroyed, lost or become no longer available; (ii) you should make your own regular backups of the User Data that you upload to the Platform, as well as information that you acquire from the use of the Services on the Platform. Upon termination of the User Terms, the Services or trial Services, DeepQ will follow internal procedure to destroy the User Data that You uploaded. If You wish to keep the User Data that You upload, You should give DeepQ a written notice before the termination of the User Terms, the Services or trial Services. DeepQ will contact You for the data storage agreement as soon as practicable.

8. **DeepQ Licenses.** Subject to your full compliance with the User Terms, DeepQ grants You a limited, personal, non-assignable, non-exclusive and revocable license to access and use the Platform controlled and operated by DeepQ, the Services and the Service Products, for personal and non-commercial purposes during Your applicable trial, rental, purchase or license period, or the period during which DeepQ is entitled to provide You with the Services. The Platform, the Services and the Service Products cannot be used for clinical trial, for medical or commercial purposes, or in any matter other than those permitted in the User Terms.

9. **License Restrictions.** If you breach this User Terms, DeepQ may immediately terminate Your right to use of the Platform, the Services, the Service products, products and/or DeepQ related accounts, without any refunds. The license under Article 8 is subject to Your compliance with the below requirements. You shall not:
   a. Work around any technical restriction in the Platform, or to use the Platform in an attempt to, or in conjunction with any device, program or service to circumvent the technical restrictions to control access to the Platform;
   b. Attempt to access the source code related to the Platform through reverse engineering, decoding, de-compilation, reverse compilation or otherwise, except and only to the extent that applicable law expressly permits, despite this limitation;
   c. Sell, lease, rent, re-distribute, broadcast, revise, sublicense, assign or otherwise transfer to any third party any software, algorithm on the Platform or Your right to use the Platform

without authorization, unless otherwise provided in the applicable end user license agreement between You, Your employer or organization and DeepQ;

d. Modify or make any derivative works of the Platform, any Service or Service Products in whole or in part;

e. Remove any proprietary notices or labels on the Platform, any Service, the Service Products or their copy;

f. Use the Platform, any Service or Service Products for clinical trial, medical or commercial purposes, or in any manner other than those permitted in the User Terms, unless otherwise provided in the applicable end user license agreement between You, Your employer or organization and DeepQ;

g. Display (in part or in whole) the Platform, any Service or Service Products as part of any public performance or display even if no fee is charged, unless otherwise provided in the applicable end user license agreement between You, Your employer or organization and DeepQ;

h. Use the Platform, any Service provided on the Platform or Service Products to infringe upon the rights of DeepQ, its affiliates or any third party, or use the Platform, any product, the Services or the Service Products in any way that does not comply with all applicable law or any applicable end user license agreement between You, Your employer or organization and DeepQ;

i. Use any automated tool on the Platform to engage in any activity that is not related to machine learning training, such as exploring the vulnerability of external websites, malicious attack on other websites, attempt to alter, damage or scan the Services in an undue manner or interfering other users; or

j. Use the Platform, the Service provided on the Platform or Service Products in any manner not specifically permitted by the User Terms.

10. **Support and Update.** Unless otherwise provided in the User Terms, DeepQ has no obligation and may not provide any support services to the Platform, any Service published through the Platform, or Service Products.

11. **Privacy.** To use the Platform or certain function of the Services available through the Platform, You may be required to provide certain personal information, including Your name, email address and passwords to create the account, and the User Data that You upload. DeepQ will collect, process and store the personal information provided during Your use of the Platform and protect Your privacy in accordance with DeepQ and its affiliates' privacy policy. Please read the Privacy Policy (available on https://www.htc.com/tw/terms/privacy/) carefully.

12. **Acceptable Use Policy**

a. You agree that when accessing and using the Platform You will not engage in or attempt to engage in any improper use, including but not limited to any use that violates DeepQ/HTC Code of Conduct.

b. If DeepQ suspects violations of these Terms, DeepQ may institute legal action, and cooperate with legal enforcement authorities in bring legal proceedings against the violators. Unless otherwise prohibited by applicable laws, you agree to cooperate with

DeepQ in the investigation into any suspicious violation by You or any other person. You hereby authorize DeepQ to install, implement, manage and operate one or multiple types of software or monitoring measures or take other measures to ascertain the activities in violation of applicable laws or the User Terms, or to track any activities deemed possibly in violation of applicable laws or the User Terms by DeepQ.

13. **Ownership of Intellectual Property Rights.**
    a. Unless otherwise provided in the User Terms or the applicable end user license agreement between You or Your employer or organization and DeepQ, DeepQ and its affiliates, authorized third parties and suppliers own the title, intellectual property rights and other proprietary rights of the Platform, the Services provided on and through the Platform and the Service Products (and all rights embodied therein) and reserve any right that has not been expressly granted to You under the User Terms. The DeepQ related logo and other names of DeepQ products and Services on the Platform are the trademarks and logos of DeepQ and its affiliates. In addition, any other third party company name, product name, service name or logo related to any product or services published on or through the Platform may be trademark or logo owned by other third parties and shall not be used without their permission.
    b. The Platform may include third party software governed by open source or third party license terms ("Third Party Terms"). Your use of such third party software shall be subject to the restrictions set forth by any Third Party Terms. You can further understand the third party software and the Third Party Terms applicable to them on the settings page of the Platform.

14. **Feedback.** In addition to the User Data that you upload in accordance with the User Terms, you may provide verbal or written comments, suggestions, ideas, plans, explanations, drawings or other information related to the Platform or Services ("Feedback"). DeepQ is free to use, disclose, reproduce, license or otherwise distribute such Feedback without any obligations to You.

15. **Termination.** If you breach any provision of the User Terms, the User Terms shall terminate automatically. You may terminate the User Terms at any time by cancellation of Your account. You understand that the termination of the User Terms will not entitle You to any refund, including any fee related to any subscription plan. Upon termination of the User Terms, the Services or the trial Services, or expiration of the Services or the trial Services, you must immediately stop using the Platform and the below clauses of the User Terms shall survive the termination or expiration: Articles 5(f), 7, the second part of Article 8, Articles 9 to 26. DeepQ reserves the right to change, remove, delete, restrict or prohibit use or cease all or part of the rights and licenses granted to You related to the Platform, any Services or Service Products at any time without prior notice to you.

16. **DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM,ALL SERVICES PROVIDED THROUGH THE PLATFORM AND SERVICE

PRODUCTS ARE PROVIDED TO YOU "AS IS", "WITH ALL FAULTS" AND "AS AVALIABLE" AND THE ENTRIE RISK OF USE AND PERFROAMNCE, REMAINS WITH YOU. DEEPQ AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NONINFRINGEMENT. IN PARTICULAR, DEEPQ, ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT THE PLATFORM, ANY SERVICES AVAILABLE WITHIN OR SERVICE PRODUCTS: (I) WILL MEET YOUR REQUIREMENTS OR WILL WORK WITH ANY THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY HARDWARE; (II) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (III) OR ANY INFORMATION OR CONTENT OBTAINED THROUGH IT WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (IV) THAT ANY DEFECTS OR ERRORS THEREIN WILL BE CORRECTED. ALL SERVICES AVALIABLE FOR YOU AND OTHER MATERIAL YOU DOWNLOAD OR ACCESS AND USE THROUGH THE PLATFORM ARE AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM. USE OF THIS PLATFORM MAY AFFECT THIRD-PARTY HARDWARE, SOFTWARE, APPLICATIONS, DEVICES, OR SERVICES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS THAT THESE TERMS CANNOT CHANGE. IN PARTICULAR, TO THE EXTENT LOCAL LEGISLATION IMPLIES STATUTORY TERMS WHICH CANNOT BE EXCLUDED, THOSE TERMS ARE DEEMED INCORPORATED INTO THESE TERMS BUT DEEPQ'S LIABILITY FOR A BREACH OF THOSE STATUTORY IMPLIED TERMS IS LIMITED IN ACCORDANCE WITH AND TO THE EXTENT PERMISSIBLE UNDER THAT LEGISLATION.

17. **DISCLAIMER AGAINST SPECIFIC DAMAGES.** IN NO EVENT WILL DEEPQ OR ANY SUPPLIER OR LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL; SPECIAL; INCIDENTAL; DIRECT; INDIRECT; PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THESE TERMS, THE PLATFORM, ANY SERVICE(S) AND/OR THE SERVICE PRODUCTS, EVEN IF DEEPQ OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 17 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED

IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 17 MAY NOT APPLY TO YOU.

18. **LIMITED LIABILITY AND SOLE REMEDY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER THIS SECTION 17, DEEPQ'S AND ITS SUPPLIERS' AND LICENSORS' MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THE USER TERMS FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THE USER TERMS, THE PLATFORM, ANY SERVICES AVAILABLE WITHIN AND THE SERVICE PRODUCTS WILL BE TO RECOVER OF: THE ACTUAL DAMAGES YOU INCUR BASED UPON REASONABLE RELIANCE ON THE PLATFORM, ANY SERVICES AVAILABLE WITHIN UP TO FIVE DOLLARS (US $5.00).

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THE USER TERMS, THE PLATFORM, THE SERVICES, THE SERVICE PRODUCTS, OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. EXCEPT FOR THE EXCLUSIVE REMEDY IN THE FOLLOWING SENTENCE, THESE ACTUAL MONEY DAMAGES WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 18 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 18 MAY NOT APPLY TO YOU.

EXCEPT FOR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, YOU AND DEEPQ AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR DEEPQ WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND DEEPQ WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE)..

19. **INDEMNIFICATION.** You will defend, indemnify, and hold harmless DeepQ, its directors, officers, employees, agents, partners, suppliers, and licensors and will keep them indemnified from any third party claim or demand, including reasonable attorneys' fees, relating to or arising from (i) Your unauthorized use of the Platform, any Services and/or Service Products; (ii) any violation by You of the User Terms; (iii) Your violation of any another party's rights or applicable law; or (iv) any User Data You provide.

20. **Restricted Use.** The Platform, the Services provided through the Platform and Service Products are not designed for system that do not require fail-safe performance. You may not use the Platform, Services through the Platform or Service Products in any device or system in which a malfunction would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

21. **Dispute Resolution, Governing Law and Jurisdiction.** The interpretation of the User Terms or any dispute or disagreement arising out of any breach of this User Terms shall be governed by the laws of Taiwan, regardless of conflict of laws principles. All other claims, including any claim arising out of the Consumer Protection Act, Unfair Competition Act or any act of torts, shall be governed by the laws of the country or territory where You reside. You irrevocably agree that any dispute arising out of the User Terms or any matter related hereto shall be subject to the first-instance jurisdiction of the Taiwan Taipei District Court. If the applicable law does not allow for the designation of the Taipei District Court as the first-instance court, the court of jurisdiction shall be determined in accordance with the applicable laws.

22. **Legal Effect.** The User Terms do not change Your rights under the laws of the country in which You reside if the laws of Your country do not permit it to legally change Your rights. You may have rights under the laws of the country in which You reside that are in addition to, or different from, the rights set forth in the User Terms.

23. **Compliance with Law and Export Regulations:** You will comply with all national or international laws, regulations and legislations applicable to this Platform, any Service available through the Platform and/or Service Products, including but not limited to the US Export Administration Regulations (software is subject to these regulations), as well as any relevant restrictions on users, purpose of use and destination promulgated by the governments.

24. **General Terms.** The titles of the clauses of the User Terms are provided for the parties' convenience only and shall not carry any legal or contractual meaning. If DeepQ does not take any action against Your breach, it does not constitute a waiver of its right to take action against any subsequent or similar breach. No waiver of any clause of the User Terms shall be valid unless it is signed in writing. No waiver shall be deemed a waiver of a similar clause or any other clause. If a court of competent jurisdiction rules that any terms, covenant or restriction of the User Terms

is illegal, invalid or unenforceable, the remaining terms or restrictions shall remain in full force and effect, and will in no way be affected, impaired or invalidated. You may not assign, transfer or sublicense any of Your rights (if any) under the User Terms. The User Terms are binding on all DeepQ successors and assignees.

25. **Entire Agreement.** Unless otherwise provided in the applicable end user license agreement between You, Your employer or organization and DeepQ, the User Terms constitute the entire agreement for the license and use of the Platform, any Services and Service Products.

26. **Contact Information.** If you have any question about the User Terms, please send all notices and letters to:

To: DeepQ Technology Corporation

Attention: General Counsel

No. 88, Section 3, Zhongxing Road

Xindian District, New Taipei City 231 Taiwan, Republic of China