Terms of Service

Introduction

Thank you for choosing to be a part of the BitModel.ai community and utilizing our cutting-edge services! These Terms of Service have been meticulously crafted to ensure a seamless, private, and secure user experience for you. We appreciate your feedback, so feel free to reach out to us at [bitmodelai@gmail.com](mailto:legal_bitmodel@gmail.com) with any questions or concerns.

It is imperative that you carefully read and understand these Terms as they encompass vital information about the scope of our offerings and limitations, as well as the acceptable usage practices. When you access, use, or make purchases on our website, <https://www.bitmodel.ai>, and associated platforms (the "Website"), these Terms of Service, in conjunction with our privacy policies available at <https://www.bitmodel.ai>, and any other binding documents we provide or you sign (referred to as the “Terms” or the “Agreement”), will govern your interaction.

In essence, these Terms constitute a binding agreement between BitModel.ai (“BitModel”, “we,” “us”) and You, whether as a user or a customer (“Customer,” “you”). We strongly advise you to thoroughly review all our policies available on our Website, including our Privacy Policy.

By accessing, using, or making purchases through our Services, you inherently agree to comply with all the Terms and policies laid out. Therefore, if you do not concur with any of the stipulations, we advise against accessing, using, or making purchases on our platform.

Please note that we reserve the right to modify or update these Terms periodically. Any such adjustments will take effect 10 days after being posted on the Website. Continued utilization of the Services beyond this period signifies your acceptance of these modifications.

Definitions

To ensure clarity and coherence, let's establish a mutual understanding of key terms to be utilized:

* "**Account**": The account created by you or your entity on the Website to access, use, or purchase our Services, secured by a web3 wallet.
* "**Agreement**" or "**Terms**": A collective representation of terms and conditions between BitModel.ai and You, including these Terms, Supplemental Terms, notices, and policies available at <https://www.bitmodel.ai>, and any other binding documents or agreements.
* "**Inference API**": Hosted services on <https://www.bitmodel.ai> enabling individuals, companies, or organizations to run inference via Application Programming Interface on machine learning models hosted on BitModel's model service.
* "**Content**": Any material displayed, posted, or accessed on our Website or Hub, encompassing code, data, text, graphics, images, applications, or software provided by you, us, or any third party.
* "**Dataset**": A structured collection of data samples utilized for training machine learning models.
* "**Effective Date**": The last date of signing the Agreement or any other binding document.
* "**Inference Endpoint Service**": BitModel's service enabling the creation, editing, management, and deletion of managed endpoints by the Customer.
* "**BitModel**": Refers to BitModel.ai, executing obligations through its community members.
* "**BitModel Service**": The platform where Users can build, benchmark, share, version, and deploy repositories like models, datasets, and machine learning applications.
* "**BitModel Open-Source Libraries**": BitModel's open-source software projects, including models, datasets, and tokenizers, accessible at <https://www.bitmodel.ai>.
* "**Machine Learning Application**": A repository on the Hub enabling Users to showcase machine learning experiments.
* "**Model**": A pre-trained machine learning model encompassing algorithms and weights utilized for making predictions.
* "**Docs**": Information shared by BitModel with the Customer outlining the services ordered and corresponding fees.
* "**Organization**": A workspace representing a legal entity and/or multiple Users, with Users having the ability to be part of multiple organizations.
* "**Repository**": A data structure containing project files and revision history, categorized as public or private.
* "**Services**": The products and/or services offered by us and accessed, used, or purchased by you, including use of models, datasets, BitModel open-source libraries, the inference API, or other content.
* "**User**": The individual, company, or organization accessing, receiving, or utilizing the Services.

Service Offerings

We extend a range of machine learning services, including:

* **Open-Source Libraries**: Encompassing Base models, datasets, and tokenizers.
* **BitModel model Hub**: A platform for building, benchmarking, sharing, versioning, and deploying models, datasets, and machine learning applications.
* **Inference API Service**: Allowing Users or organizations to perform inference via an application programming interface on machine learning models hosted on our model Hub.
* **AutoTrain Service**: Creation of cutting-edge models from proprietary training data, automatically hosted on the BitModel model Hub, facilitating public sharing and deployment through the inference API Service.
* **Hardware Computing Service**: Access to state-of-the-art hardware and machine learning optimizations for enhanced production performance.
* **Inference Endpoints**: Simplified deployment of machine learning models on secure, dedicated, and autoscaling infrastructure.

Your Use of the Services

Given the diverse Services we provide, it is essential to adhere strictly to these Terms, our policies available on our Website, and all relevant laws and regulations in your jurisdiction. We retain the right to modify, suspend, or discontinue the Services with or without prior notification. You acknowledge that we hold no liability for any adjustments or cessation of services.

Your Account

Before accessing certain Services, it is imperative to create an Account for yourself or your Organization on our Website. This necessitates compliance with specific criteria:

* **Account Holder**: You must be a natural person aged at least 13, or a duly registered legal entity. For organization Accounts, you must represent your Organization, possessing the authorization to bind them to these Terms.
* **Account Security**: It is your responsibility to maintain the confidentiality and security of the wallet associated with your Account. You are liable for any actions taken on your Account. In case of suspected security breaches or unauthorized Account use, prompt notification to us is mandatory.

Your Content

Content posted, published, or made available on our Website by you is your sole responsibility. It is crucial to note the following:

* **Content Ownership**: You are the owner of the Content you publish. We refrain from selling or utilizing your Content beyond the permitted uses under these Terms.
* **License**: By posting Content on our Website, you grant us a license to use, display, publish, reproduce, distribute, and create derivative works to deliver Services. Additionally, if your Repository is public, Users are granted a license to utilize your Content. For private Repositories, we ensure confidentiality protection, although access may be required as per our Privacy Policy.
* **Content Usage**: Any Content downloaded or accessed from us carries inherent risk and is subject to these Terms and accompanying conditions.

Payment

We value your trust in us and endeavor to provide exemplary Services. Payment details and fee structures are accessible on our Website. Payment is processed through a web3 wallet, and by providing your payment information, you authorize us to invoice your account for applicable fees without additional consent. Prompt notification of billing address or payment account changes is mandatory.

Termination

Account termination or cessation of Services, whether at your behest or ours, mandates certain post-termination actions, including data and Content deletion within 90 days.

Confidentiality

Confidential Information in the context of the Agreement is treated with utmost confidentiality, both during and after the Service Term, ensuring adequate protection and non-disclosure.

Intellectual Property

We hold ownership rights to all intellectual property associated with the Website and Services, while any Feedback provided may be utilized for Service enhancement. Compliance with the Digital Millennium Copyright Act is guaranteed.

Privacy

Your privacy is paramount to us, whereby all Services are offered in accordance with our Privacy Policy.

Liability

Both parties and affiliates are indemnified from indirect damages, subject to specific exceptions like fraud or willful misconduct. Indemnity is essential to safeguard against liability arising from Service misuse, with specific stipulations delineated.

Disclaimer of Warranties

We make no warranties or representations concerning the Services, and users bear sole responsibility for the repercussions of service utilization.

Miscellaneous

* **Assignment**: Our right to assign obligations under these Terms is acknowledged, with compliance mandated on your end for any such instances.
* **Subcontracting**: The prerogative to subcontract responsibilities is vested with us.
* **Changes in Law or Regulation**: Provisions exist for Services adaptation necessitated by alterations in law or regulation.
* **Headings**: Used for reference purposes, headings hold no legal bearing or interpretative effect.
* **Entire Agreement**: These Terms, along with accompanying documents and agreements, form the contractual framework.
* **Order of Precedence**: In case of document conflicts within the Agreement, a hierarchical order applies.
* **Severability**: Provisions within the Terms subject to legality remain intact post nullification.
* **No Waiver**: Non-enforcement of terms does not imply future waiver; obligations continue to hold.
* **Survival**: Certain obligations post-termination necessitate adherence to contractual agreements.
* **Execution**: The legal capacity of Parties to consent to the Agreement is binding.

These meticulously revised and detailed Terms of Service aim to promote clarity, transparency, and legal compliance in our engagement with users like you.