

Note: it is a part of academic paper:
M.Mockus, E.Vėgėlytė LEGAL ISSUES OF INTELLECTUAL PROPERTY RIGHTS IN
DISRUPTED TECHNOLOGIES ERA: CHATBOTS AND CONVERSATIONAL COMPUTING
PLATFORMS, IRIS, 2020.

	<i>Conversational computing platform</i>	<i>Relevant Terms and Condition passages</i>
1	IBM Watson Assistant Service	5.1.1. Content and Data Rights granted by Client. IBM will not use or disclose the results arising from Client's use of the Cloud Service that are unique to your Content (Insights) or that otherwise identify Client. However, as part of the Cloud Service, IBM uses Content and other information (except for Insights) that results from Content in the course of providing the Cloud Service for research, testing, and offering development related to the Cloud Service (IBM, 2018).
2	Amazon Lex	65.3. You agree and instruct that: (a) we may use, and store Your Content that is processed by an Amazon AI Service ("AI Content") to maintain and provide the Amazon AI Service (including but not limited to development and improvement of the Amazon AI Service) and to develop and improve AWS and affiliate machine-learning and artificial-intelligence technologies; and (b) solely in connection with the usage and storage described in clause (a), we may store your AI Content in an AWS region outside of the AWS region where you are using such Amazon AI Service (Updated, Terms and Services, 2018)
3	Intercom	3.1. Rights in Customer Data. As between the parties, Customer will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to Intercom. Subject to the terms of this Agreement, Customer hereby grants to Intercom a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide the Services to Customer (<i>Intercom Subscription Terms of Service</i> , 2018).
4	Microsoft Azure	Materials Provided to Microsoft or Posted to the Services. However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting Microsoft, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses (including, without limitation, all Microsoft Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights to any supplier of the Services ('Microsoft Terms of use Description of Service', 2018).
5	Botsify	3.4 Submissions In connection with the operation of the Services, Botsify receives, utilizes, and analyzes communications sent to Botsify and any of your stored records ("Submissions"). You retain ownership of your Submissions. However, notwithstanding anything to the contrary, you hereby grant Botsify a li-

		<p>cense to:</p> <ol style="list-style-type: none"> 1. Use and disclose your Submissions to provide the Services. 2. Use your Submissions for Botsify's internal business purposes. 3. Disclose your Submissions as may be required by law or legal process. 4. Otherwise use and disclose your Submissions in accordance with this Agreement. <i>Without limiting the foregoing, you agree that Botsify is expressly and irrevocably authorized to utilize, analyze, modify, reproduce, publish, share, create derivative works of, or otherwise exercise all rights in your Submissions and any analytics, statistics or other data related to or derived from your Submissions and/or your use of the Services for any purpose, provided that such data is in aggregate and anonymized form ("Aggregate Data"). Subject to the records licenses, you acknowledge and agree that Botsify will exclusively own all right, title, and interest in and to all Aggregate Data and other output data generated by the BOTSIFY Services. Notwithstanding anything to the contrary, if you ever have any ownership interest in any Aggregate Data or output data, you hereby assign to Botsify all such right, title, and interest in and to such Aggregate Data and output data, including all intellectual property rights therein. You also hereby grant each user of the Services a non-exclusive license to access your Submissions in accordance with your account settings through the Services, and to use, reproduce, distribute, display and perform such records as permitted through the functionality of the Services and under this Agreement (Botsify, 2019).</i>
6	Oracle	<p>3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement (Oracle, 2019).</p>
7	Avaamo	<p>5. Your Content. When you submit, upload, transmit or display any data, information, media or other content in connection with your use of our Application ("Your Content"), you understand and agree that: [...]</p> <ul style="list-style-type: none"> • e) in using Your Content for these purposes, Avaamo may copy, reproduce, host, store, process, adapt, modify, translate, perform, distribute and publish Your Content worldwide in all media and by all distribution methods, including those that are developed in the future, provided that they are incorporated into our Application which you use; and • f) Avaamo may share Your Content with third parties that Avaamo works with to help provide, promote, develop and improve our Application, but these third parties (other than our affiliate companies) will not make any separate use of Your Content for their own purposes (i.e. for any purposes that are not related to our Application) (Avaamo, 2019).
8	Botnation AI	<p>Intellectual property rights of the user. The User authorizes BOTNATION AI to use his name, his brand and his visual identity for the sole purpose of performing the Services. The User warrants to BOTNATION AI that he has full power and quality to exploit and grant the intellectual and industrial property rights and that these rights are in no way ceded, mortgaged, encumbered or in any</p>

		way devolved in favor of 'a third party (Botnation, 2019).
9	Dialogflow	b. Submission of Content. Some of our APIs allow the submission of content. Google does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Google to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable Google privacy policies, you give Google a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.
10	Hubtype	No specific information is provided in this respect (Hubtype, 2019).
11	Chatlio	No specific information is provided in this respect (Chatlio, 2019).
12	Instabot	No specific information is provided in this respect (Instabot, 2019)
13	Chatfuel	The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. For all User Submissions, you hereby grant Chatfuel a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected (Chatfuel, 2019).
14	FlowXo	13.3. In relation to the Customer Materials, the Customer: 13.3.1. and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and 13.3.2. grants FLG a fully paid-up, non-exclusive, royalty-free licence, with a right to grant sub-licences, to use, copy and modify the Customer Materials for the Subscription Term for the purpose of providing the Services to the Customer (FlowXo, 2019).
15	ManyChats	If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments (ManyChat, 2019b) When you use any ManyChat Software as a Service, we store all the content you provide, including but not limited to accounts created for team members,

		files, pictures, project information, and any other information that you provide to the services you use (ManyChat, 2019a).
16	KITT.AI	Section 7 – Data provided to KITT.AI. You grant to KITT.AI and will secure and maintain all rights in the Data necessary for us to: (i) operate in accordance with this Agreement; (ii) provide the Service Components; (iii) protect data subjects; and (iv) improve the Service Components and other KITT.AI products and services, without violating the rights of any third party or otherwise obligating KITT.AI to you or to any third party (KITT.AI, 2019).
17	Reply.ai	Information you provide to us (Privacy Policy): We collect information you provide directly to us. For example, we collect information when you create an account, participate in any interactive features of the Services, provide information to our chatbots, fill out a form, make a purchase, apply for a job, communicate with us via third party social media sites, request customer support or otherwise communicate with us. The types of information we may collect include your name, email address, organization name and type, time zone, credit card information and any other information you choose to provide. [...] We use information about you to provide, maintain and improve our Services (Reply.AI, 2019).
18	Sequel	All goodwill generated from the use of Kiwi Trademarks will inure to our exclusive benefit. [...] By posting any User Content you hereby grant and will grant Kiwi and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Furthermore, if you are a Creator, you grant Kiwi the right, but not the obligation to identify you as the contributor of any User Content related to the content available through Kiwi’s Services (Sequel, 2019).
19	Pandorabots	1. Ownership and License. 7.1. Your Chatbots, Devices, Applications, and Customer Data. Pandorabots does not acquire ownership of your Chatbots, Devices, Applications, or Customer Data by your use of the APIs or other Pandorabots Content (Pandorabots, 2019).
20	Tars	Tars claims no intellectual property rights over the material you provide to the Service (Tars, 2019).

Table 1: Relevant Terms and Condition passages of CCP

References

- Avaamo (2019) 'Terms of Use', pp. 1–15.
- Botnation (2019) 'Conditions Générales d ' Utilisation', pp. 1–6.
- Botsify (2019) 'Botsify Terms and Conditions and Cancellation Policy.pdf', pp. 1–12.
- Chatfuel (2019) 'Terms of Use'.
- Chatlio (2019) 'Chatlio Terms of Service', pp. 1–15.
- FlowXo (2019) 'FLG GROUP SUBSCRIPTION TERMS, v2.02', pp. 1–21.
- Hubtype (2019) 'General Conditions of Access', pp. 1–3.
- IBM (2018) 'IBM Cloud Additional Service Description IBM Watson Assistant Service', pp. 8–10.
- Instabot (2019) 'Terms of Use', *Terms of Use*, pp. 1–6. doi: 10.3138/9781442689251.
- Intercom Subscription Terms of Service* (2018). Available at: <https://www.intercom.com/terms-and-policies#terms>.
- KITT.AI (2019) 'KITT.AI Terms of Use', pp. 1–12.
- ManyChat (2019a) 'Privacy Policy', pp. 1–7.
- ManyChat (2019b) 'Terms of Service', pp. 1–10.
- 'Microsoft Terms of use Description of Service' (2018), 20, pp. 1–10.
- Oracle (2019) 'Oracle Cloud Services', *Oracle Corporation*, pp. 1–8.
- Pandorabots (2019) 'Pandorabots Policies Overview Terms of Service', pp. 1–46.
- Reply.AI (2019) 'Privacy Policy', pp. 1–6.
- Sequel (2019) 'Privacy Policy', pp. 1–16.
- Tars (2019) 'Terms and Conditions', pp. 34–35.
- Updated, L., Terms, U. S. and Services, A. (2018) 'Amazon AWS Service Terms', pp. 1–82.