

DeepSeek Open Platform Terms of Service

Last Update: January 20, 2025

Dear developers, welcome to the DeepSeek Open Platform!

The DeepSeek Open Platform is jointly owned and operated by Hangzhou DeepSeek Artificial Intelligence Co., Ltd., Beijing DeepSeek Artificial Intelligence Co., Ltd. and their affiliates (hereinafter referred to as "**DeepSeek**" or "**we**"). The "DeepSeek Open Platform Terms of Service" (hereinafter referred to as "**these Terms**") serves as Specific Agreement to the [DeepSeek Terms of Use](#) and specifically applies to your use of the application programming interface or other developer tools provided by this platform as an individual developer or on behalf of an enterprise developer (hereinafter referred to as "**developer**" or "**you**") for developing applications, services, or tools for internal organizational use or end users.

Before using the DeepSeek Open Platform services (hereinafter referred to as "the Services"), please carefully read and understand the "**DeepSeek Terms of Use**", these Terms and any other relevant agreements, policies, or guidelines supplementary to this platform, which constitute the terms and conditions you must adhere to when using the DeepSeek Open Platform. We particularly advise you to read (minors under the age of 18 shall read in the presence of a legal guardian) and fully understand all these Terms.

Please be aware that by clicking confirmation on the web page, checking a box, or any other means indicating your consent to "**DeepSeek Terms of Use**", these Terms or by actually using our Services, it indicates that we have reached an agreement on these Terms and other relevant agreements, and you have accepted all the terms and applicable conditions mentioned, agreeing to be bound by these Terms. If you do not agree with any part of these Terms or cannot accurately understand our interpretation of the terms in these Terms, please click disagree or cease using this Service.

1. Services

1.1 We grant you a right to access and use the Services provided by the Open Platform in accordance with these Terms: API services based on the DeepSeek Chat models, as well as other new service types will be developed by DeepSeek. You can integrate the capabilities of the DeepSeek models into various downstream systems, applications, or functionalities for intended purposes and specific scenarios, providing services to both internal and external end users. During your use of our services, the model processes the input from your end users (referred to as "Input") through computational reasoning to produce corresponding content as a response (referred to as "Output"), including text, tables, and code, among others.

1.2 DeepSeek offers unified, standardized services to support you in more conveniently integrating or using the services of this platform, and to assist you in fulfilling relevant obligations stipulated by laws and regulations. DeepSeek will provide you with the information and documentation necessary for using the Services through methods such as platform website announcements.

1.3 As generative artificial intelligence technology, models, and products continue to evolve, along with changes in laws and regulations, DeepSeek may add, upgrade, modify, suspend, or terminate services, or make necessary adjustments to the technology, method, and performance of the Services. If such changes may affect your rights, we will promptly notify you through in-site notifications, website announcements, or via email. If you continue to use the Services after the changes, it indicates your acceptance of the adjusted service content.

1.4 We make no warranty that the Services are available or will continue to be available in certain jurisdictions. The functions or features of the Services may also vary in different jurisdictions.

2.Accounts

2.1 The Open Platform service and the web version service use the same account. You should register, log in, and use the account according to the requirements of the "**DeepSeek Terms of Use**", and comply with the legal regulations and account management requirements in the Terms of Use.

2.2 The API key you create through your account is a necessary credential for calling the open platform API interface. Please keep your created API key securely, prevent any form of leakage, do not share or publicly disclose your API key with others, and do not expose it in browser or other client-side code. You will be solely responsible for any fees incurred and losses caused by sharing or leaking the API key.

3.Requirements and Restrictions

3.1 As a user of this open platform service, you should comply with the requirements of the "**DeepSeek Terms of Use**" regarding user conduct norms, adhering to principles of voluntariness, equality, fairness, and good faith, without violating any applicable law, not using this service to infringe upon the legitimate rights and interests of others or to seek improper gains, and not disrupting the normal order of the internet platform.

3.2 The DeepSeek open platform provides neutral, basic model technology services. These services are only a part of the downstream systems, applications, or functions in the value chain and cannot determine the intended purpose and use of the service. As the provider and operator of downstream systems, applications, or functions, you are responsible for these systems, applications, or functions. You must assume the corresponding legal responsibilities and obligations, and establish agreements with your end users regarding their rights and obligations. It is also your duty to regulate and manage the usage behavior of end users.

3.3 When developing applications using our developer Services to provide services to the public, you shall, in accordance with the requirements of any applicable laws and regulations, inform and disclose to end users your personal information processing rules before providing services. You shall obtain the consent of end users or have other legal basis for the collection, processing of personal information, and delegation of personal information processing to us. Regarding the rights requests from end users related to personal information, such as access, copy, transfer, rectification, erasure, and retention, you shall promptly respond in accordance with legal requirements. If cooperation with DeepSeek is required, you can contact us through the contact information listed in section 10, and we will provide technical support as necessary within the required scope.

3.4 You shall establish organizational and technical measures, including but not limited to user management, data security, monitoring, warning, and emergency disposal, to ensure the integrity, confidentiality, and availability of your systems, networks, information, and data, preventing risks such as data security, public opinion, or misuse and abuse of products or services.

4. Inputs and Outputs

4.1 You are responsible for all Inputs you submit to our Services and corresponding Outputs. By submitting Inputs to our Services, you represent and warrant that you have all rights, licenses, and permissions that are necessary for us to process the Inputs under our Terms. You also represent and warrant that your submitting Inputs to us and corresponding Outputs will not violate our Terms, or any laws or regulations applicable to those Inputs and Outputs.

4.2 Subject to applicable law and our Terms, you have the following rights regarding the Inputs and Outputs of the Services: (1) You retain any rights, title, and interests—if any—in the Inputs you submit; (2) We assign any rights, title, and interests—if any—in the Outputs of the Services to you. (3) You may apply the Inputs and Outputs of the Services to a wide range of use cases, including personal use, academic research, derivative product development, training other models (such as model distillation), etc.

5. Intellectual Property, Personal Data and Other Rights

5.1 Each party retains ownership of their intellectual property as it stood prior to using the Services. Neither party's rights will be transferred to the other, nor will they become jointly owned, as a result of fulfilling this Terms. To avoid any doubt, the ownership and intellectual property rights of DeepSeek models, including but not limited to its parameters, algorithms, code, and framework structure, belong to DeepSeek.

5.2 Without our permission, you or your end users shall not use any trademarks, service marks, trade names, domain names, website names, company logos (LOGOs), URLs, or other prominent brand features related to the Services, including but not limited to "DeepSeek," etc., in any way, either singly or in combination. You are not allowed to display, use, or apply for registration of trademarks, domain names, etc., related to the aforementioned terms in any way, and you shall not perform acts that expressly or implicitly indicate the right to display, use, or otherwise deal with these identifiers to others.

5.3 We will collect and process the personal information you provide as the data subject in accordance with the "[DeepSeek Privacy Policy](#)". However, when your end users access downstream systems, applications, or functions that you've developed based on the open platform, the processing rules for their collected personal information are not covered by this privacy policy. As the controller of personal information processing activities in that scenario, you should disclose the relevant privacy policy to your end users.

6. Fee and Payment

6.1 When you use our paid services, you may need to prepay for the Services. Your balance will be consumed if you use our paid services, and we reserve the right to suspend services if your balance are insufficient. DeepSeek may adjust the fees according to the business situation. During our internal testing or other activities, we may provide you with a certain amount of free quota. You may request more free quota by contacting us.

6.2 The recharge methods, billing prices, consumption methods, and free quota for paid services are subject to the information displayed on our product pages and the platform website. We may adjust the price or other paid services based on business circumstances. If such adjustments significantly affect your rights, we will promptly notify you through prominent methods such as in-site notifications, website announcements, or emails. If you continue to use the Services after the adjustments, it signifies your acceptance of the adjustments.

6.3 When recharging, please carefully confirm your order, account and information. You shall bear full responsibility for any losses incurred due to improper handling, inadequate comprehension, or insufficient understanding of the charge and billing procedures. Additionally, it is advisable to make purchases based on the actual dosage required. If you need a refund, please contact us through the method outlined in Section 10 or through platform customer service, and cooperate by providing relevant proof materials. We will review the refund request. If approved, we will refund the remaining unspent amount after deducting necessary costs such as handling fees. The refund will be issued in one lump sum for all remaining unspent amounts in your account, partial refunds are not supported, and amounts already spent will not be refunded.

6.4 You promise and guarantee the legality of the funds used to recharge. Otherwise, DeepSeek has the right to cooperate with judicial or other government authorities' requirements to take corresponding measures on your account, including but not limited to locking, sealing, or restricting its use.

7. Disclaimer of Warranties, Limitations of Liability, and Indemnity

7.1 In response to your violation of these Terms or other service terms, DeepSeek reserves the right to independently judge and take measures against you, including issuing warnings, setting deadlines for correction, restricting account functions, suspending usage, closing accounts, prohibiting re-registration, deleting relevant content, etc., without the need for prior notification. We have the right to announce the results of the actions taken and, based on the actual circumstances, decide whether to restore usage. For behaviors suspected of violating laws and regulations or involving illegal activities, relevant records will be retained, and reports will be made to the competent authorities in accordance with the law, cooperating with their investigations. You shall be solely responsible for any legal liabilities, claims, demands, or losses asserted by third parties resulting therefrom, and you shall compensate us for any losses incurred, including litigation fees, arbitration fees, attorney fees, notary fees, announcement fees, appraisal fees, travel expenses, investigation and evidence collection fees, compensation, liquidated damages, settlement costs, and administrative fines incurred in protecting our rights.

7.2 Unless otherwise agreed, neither party shall bear incidental, consequential, punitive, special, or indirect losses or damages, including but not limited to the loss of profits or goodwill, regardless of how such losses or damages arise or the liability theory they are based on, and irrespective of any litigation brought under breach, tort, compensation, or any other legal grounds, even if informed of the possibility of such losses. Given the exploratory, experimental, and uncertain nature of AI applications, both Parties understand and agree that the total amount of liquidated damages, compensation, and other expenses paid by DeepSeek under these Terms shall not exceed the total service fees you have actually consumed for the service in the past twelve months.

7.3 THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE MAKE NO WARRANTY, REPRESENTATION OR CONDITION TO YOU WITH RESPECT TO THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR CONFORMANCE WITH DESCRIPTION. IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT TO YOU:

- (1) THAT YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;
- (2) THAT YOUR USE OF THE SERVICES OR ANY PART THEREOF WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- (3) THAT ANY OUTPUT OR OTHER INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE, UP-TO-DATE, RELIABLE, NON-INFRINGING OR SECURE;
- (4) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICES WILL BE CORRECTED; OR
- (5) WITH RESPECT TO THIRD PARTY OFFERINGS.

7.4 You agree to indemnify, defend, and hold us and our affiliates and licensors (if any) harmless against any liabilities, damages, and costs (including reasonable attorneys' fees) payable to a third party arising out of a breach by you or any user of your account of these Terms, your violation of all applicable laws and regulations or third party rights, your fraud or other illegal acts, or your intentional misconduct or gross negligence, to the extent permitted by the applicable law.

8. Export Control and Sanctions

You understand that your use of Services, providing Inputs to and obtaining Outputs via Services, might be subject to all applicable laws and regulations of export controls and sanctions laws (collectively "Export Control and Sanctions Laws"). You recognize that you are solely responsible for complying with all applicable Export Control and Sanctions Laws related to the access and use of the Services of you and your end user. You represent and warrant that Services may not be used in or for the benefit of, or exported, re-exported, or transferred (a) to or within any country subject to comprehensive sanctions under Export Control and Sanctions Laws; (b) to any party on any restricted party lists under any applicable Export Control and Sanctions Laws that would prohibit your use of Services. Our Services shall not be used for any end use prohibited by applicable Export Control and Sanctions Laws, and your and your end user's Inputs shall not include material or information that requires a license for release or export.

9. Governing Law and Jurisdiction

9.1 The establishment, execution, interpretation, and resolution of disputes under these Terms shall be governed by the laws of the People's Republic of China in the mainland.

9.2 In the event of a dispute arising from the signing, performance, or interpretation of these Terms, the Parties shall make efforts to resolve it amicably through negotiation. If negotiation fails, either Party has the right to file a lawsuit with a court having jurisdiction over the location of the registered office of Hangzhou DeepSeek Artificial Intelligence Co., Ltd.

10. Miscellaneous

10.1 In order to provide you with better services or to comply with changes in national laws, regulations, policy adjustments, technical conditions, product functionalities, and other requirements, we may revise these Terms from time to time. The revised content will form an integral part of these Terms. Once announced, it replaces the original terms. Please refer to the latest version of these Terms on the official website. If you do not accept the modified terms, please stop using the Service immediately. Your continued usage of the Service will be considered as your acceptance of the modified terms.

10.2 If you notice any violation of laws and regulations or breach of these Terms or you have any opinions or suggestions regarding these Terms or the Service, you can contact us through the following methods or directly contact our sales staff:

Online Complaints and Feedback Portal: Click the "Contact us" button on the product interface after logging in.

Contact Email: api-service@deepseek.com

Contact Address: 5th Floor, North Building, Block C, Rongke Information Center, No.2 South Science Academy Road, Haidian District, Beijing, China.