

# DeepSeek Terms of Use

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Dear users, welcome to DeepSeek!

DeepSeek products and services are owned and operated by Hangzhou DeepSeek Artificial Intelligence Co., Ltd. (hereinafter referred to as "**DeepSeek**" or "**we**"). Before using the Services, please make sure to carefully read and understand this "DeepSeek Terms of Use" (hereinafter referred to as "these Terms") as well as other related terms, policies, or guidelines of this platform. When you use a specific function of the Services, there may be separate terms, related business rules, etc. ("Specific Terms") for that specific function. In the event of any conflict between these Terms and the Specific Terms, the provisions of the Specific Terms shall prevail. All the aforementioned terms and rules form an integral part of these Terms (collectively referred to as "All Terms"), and have the same legal effect as the main text of these Terms.

Among them, the [\*\*DeepSeek Open Platform Terms of Service\*\*](#) is specifically applicable to your use of the Application Programming Interface (API) or other developer tools and open platform services provided by this platform.

For detailed rules on how we collect, protect, and use personal information, please carefully read the [DeepSeek Privacy Policy](#).

We especially remind you to carefully read (minors under the age of 18 or the minimum age required in your country shall read with their legal guardian) and fully understand all the terms before using the Services. When you agree to these Terms through online page clicks, or checking boxes, it means you and we have reached an agreement on All Terms, you have accepted All Terms and their applicable conditions, and agree to be bound by All Terms. If you disagree with any part of these Terms, or cannot accurately understand our interpretation of any term, please click disagree or stop using our services.

## 1. Services

1.1 DeepSeek's products and services include those provided to you through websites, applications (which may include different versions), software development kits (SDKs) for third-party websites and applications, application programming interfaces (APIs), and innovative forms that emerge with technological development. These encompass platforms with generative artificial intelligence services at their core, among other functionalities (hereinafter referred to as "the Services").

1.2 The generative AI products and services provided by DeepSeek are based on large language models, which are built using neural network developed through stages of large-scale self-supervised pre-training and targeted optimization training. These models can predict the next token by encoding and computing the input information (including text, images, files, and more), thereby possessing text generation and conversational abilities. They are adept at performing a wide range of text generation tasks and can be integrated into various downstream systems or applications. Specifically, within DeepSeek's product services, these models, based on user input information (referred to as "Inputs"), compute and infer to output corresponding content as a response (referred to as "Outputs" ), including text, tables, and code. Users can evaluate the output, including actions like liking or disliking, to provide feedback on their opinions about DeepSeek's output information.

1.3 As generative artificial intelligence technology, models, and products continue to evolve, along with changes in laws and regulations, we may add, upgrade, modify, suspend, or terminate services, or make necessary adjustments to the technology, method, and performance of the services, and may conduct internal or external testing for new service features. If such changes may affect your rights, we will promptly notify you through in-site notifications, website announcements, or via email.

1.4 DeepSeek will take necessary measures (not less than industry practices) to ensure the cyber security and stable operation of the Services. We will also make efforts to enhance and improve technology to ensure a better user experience. If you have any questions or feedback about our services, you can contact us through the method described in Section 10.

1.5 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. Account

2.1 The Services are primarily intended for adults. If you are under 18 years old or the minimum age required in your country, please read these Terms with your legal guardian and use the Services only with the consent of your legal guardian. DeepSeek fully understands the importance of protecting minors and will take corresponding protective measures in accordance with legal requirements and industry mainstream practices.

2.2 Before using the Services, you shall register an account using your Email or third-party account as per the page instructions. You must provide accurate, truthful, legal, and valid information as required and confirm your agreement to these Terms and other related rules and policies. If the materials or information you submit are inaccurate, untrue, non-standard, or if there is a reason for the company to suspect them as incorrect, false, or illegal, we reserve the right to refuse to provide you with related functions. As a result, you may be unable to use this platform and related services or may face restrictions on certain functions during use. In such cases, we will offer an opportunity for you to explain or object. If your explanation or objection is deemed valid, we will promptly restore your access to the Services without delay. Your account is your credential for logging in and using the Services. The account is non-transferable, non-giftable, and non-inheritable.

2.3 When you register and use an account, you must commit and guarantee that:

- You take full responsibility for the authenticity, legality, and validity of the registration information, update the registration information promptly, and must not register an account or use the Services on behalf of others.
- Safely keep your account and password and take legal responsibility for all activities under that account.
- Do not maliciously register accounts, including but not limited to frequent or bulk registration.
- Do not transfer, lend, rent, or provide your account to others in any form.

2.4 If you lose your account, forget your password, or leak your verification code, you can follow the procedure to appeal for recovery in a timely manner. We especially reminds you to properly safeguard your account, password, and verification code. After using them, you shall log out securely. You will bear full responsibility for any losses caused by the leakage of your account or password, except where the loss is caused by our intentional or negligent conduct. If users discover any unauthorized use of their accounts, they shall immediately notify us, and we will provide the fullest cooperation and handling.

2.5 Under the agreed conditions, you have the option to discontinue the use of our Services, terminate the contract with us, and delete your account. However, even after the user deletes the account, we still have the right to:

- Retain certain data of the user as required by laws and regulations.

- Exercise the rights stipulated in these Terms for any illegal or violating behavior committed by the user during the use of the Services before deletion.

## 3. Requirements and Restrictions

3.1 You fully understand and agree that, under these Terms, we grant you a revocable, non-transferable, and non-exclusive right to legally use this product and related services. All other rights not expressly authorized by these Terms are reserved by DeepSeek, and before exercising such rights, you must obtain written permission from DeepSeek. Additionally, DeepSeek's failure to exercise any of these rights does not constitute a waiver of those rights. If you publish or disseminate outputs generated by the Services, you must: (1) proactively verify the authenticity and accuracy of the output content to avoid spreading false information; (2) clearly indicate that the output content is generated by artificial intelligence, to alert the public to the synthetic nature of the content; (3) avoid publishing and disseminating any output content that violates the usage specifications of these Terms.

3.2 When using the Services provided by DeepSeek, users shall comply with these Terms and adhere to the principles of voluntariness, equality, fairness, and good faith. Users shall not use the service to infringe on the legal rights of others or seek unjust benefits, nor shall they disrupt the normal order of the internet platform.

3.3 To fulfill legal and compliance requirements, DeepSeek has the right to use technical means to review the behavior and information of users using the Services, including but not limited to reviewing inputs and outputs, establishing risk filtering mechanisms, and creating databases for illegal content features.

3.4 You will not use the Services to generate, express or promote content or a chatbot that:

- (1) is hateful, defamatory, offensive, abusive, tortious or vulgar;
- (2) is deliberately designed to provoke or antagonize another or is bullying or trolling another;
- (3) may harass, intimidate, threaten, harm, hurt, scare, distress, embarrass or upset another;
- (4) is discriminatory such as discriminating another based on race, gender, sexuality, religion, nationality, disability or age;
- (5) is pornographic, obscene, or sexually explicit (e.g., sexual chatbots);
- (6) facilitates, promotes, incites or glorifies violence or terrorist/extremism content;
- (7) exploits, harms, or attempts to exploit or harm minors or exposes minors to such content;
- (8) are designed to specifically appeal to or present a persona of any person under the age of 18 or the minimum age required in your country;
- (9) constitute, encourage or provide instructions for a criminal offence; or
- (10) impersonates or is designed to impersonate a celebrity, public figure or a person other than yourself without clearly labelling the content or chatbot as "unofficial" or "parody", unless you have that person's explicit consent.

3.5 You will not violate any applicable, nor interfere with, damage, or attack the Services, systems, networks, models, and other components that support the normal operation of the service. You will not engage in activities that endanger the security of the Services:

- (1) Engage in illegal activities involving network intrusion, such as: using unauthorized data or accessing unauthorized servers/accounts; forging TCP/IP packet names or partial names; attempting to probe, scan, or test vulnerabilities in the software system or network without permission.

(2) Engage in activities that disrupt or damage the normal operation of the network, such as: intentionally generating, spreading malicious programs or viruses; entering public computer networks or other people's computer systems without permission and deleting, modifying, adding stored information, etc.

(3) Engage in activities to steal network data, such as: reverse engineering, reverse assembly, reverse compilation, translation, or attempting to discover the source code, models, algorithms, and system source code or underlying components of the software in any way; capturing, copying any content of the Services, including but not limited to using any robots, spiders, or other automatic setups, setting mirrors.

(4) Engaging in other activities that endanger the Services' systems, networks, models, and other components.

3.6 You will not use the Services for the following improper purposes:

(1) Using the Services for any illegal purposes that violate laws and regulations, regulatory policies, or infringe on the legitimate rights and interests of third parties.

(2) Using the Services for dangerous purposes that may have serious harmful impacts on physical health, psychology, society, or the economy, or violate scientific and technological ethics.

(3) Engaging in activities that infringe on intellectual property rights, trade secrets, and other violations of business ethics, or using algorithms, data, platforms, etc., to implement monopolistic and unfair competition behaviors.

(4) Without DeepSeek's authorization, copying, transferring, leasing, lending, selling, or sub-licensing the entire or part of the Services.

(5) Other uses prohibited or restricted by laws and administrative regulations, or that may harm DeepSeek's interests.

## 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.

4.3 Under the premise of secure encryption technology processing, strict de-identification rendering, and irreversibility to identify specific individuals, we may, to a minimal extent, use Inputs and Outputs to provide, maintain, operate, develop or improve the Services or the underlying technologies supporting the Services. If you refuse to allow us to process the data in the manner described above, you can opt out by turning off "Improve the model for everyone"

4.4 All Outputs provided by this service are generated by an artificial intelligence model and may contain errors or omissions, for your reference only. You should not treat the Outputs as professional advice. Specifically, when using this service to consult on medical, legal, financial, or other professional issues, please be aware that this service does not constitute any advice or commitment and does not represent the opinions of any professional field. If you require related professional services, you should consult professionals and make decisions under their guidance. The Outputs of this software should not be the basis for your further actions or inactions. Any judgment you make based on the Outputs or subsequent related actions you take will result in consequences and responsibilities borne by you alone, including risks arising

from reliance on the truthfulness, accuracy, reliability, non-infringement, or suitability for a specific purpose of the Outputs. You should recognize and use generative artificial intelligence technology scientifically and rationally, and in accordance with the law.

4.5 To prevent confusion and misidentification, and to eliminate or reduce the potential impact of inaccurate generated information, DeepSeek has added prominent disclaimer notices at the end of generated text or at the bottom of interactive interfaces, specifically reminding users that the content is AI-generated.

4.6 DeepSeek can provide incomplete, inaccurate, or offending output. If the output refers to a third-party product or service, this does not mean that the third party approves the comment or is affiliated with DeepSeek.

## **5. Intellectual Property**

5.1 DeepSeek is the developer and operator of this service and holds all rights within the scope permitted by laws and regulations to this service (including but not limited to software, technology, programs, code, model weights, user interfaces, web pages, text, graphics, layout designs, trademarks, electronic documents, etc.), including but not limited to copyrights, trademark rights, patent rights, and other intellectual property rights. However, this excludes rights that relevant rights holders are entitled to under legal provisions or the terms of this agreement (such as Inputs and Outputs).

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 except as permitted by the relevant law.

## **6. Complaints and Feedback**

If you believe that our service infringes on your intellectual property rights or other rights, or if you find any illegal, false information or behaviors that violate these Terms, or if you have any comments and suggestions about our service, you can submit them by going to the product interface, checking the avatar, and clicking the "Contact Us" button, or by providing truthful feedback to us through our publicly listed contact email and address. We take your opinions seriously and will take legal actions accordingly.

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

7.1 NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER.

7.2 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.. 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 responsible for any legal liabilities, claims, demands, or losses asserted by third parties resulting therefrom, and you shall compensate us for any losses incurred, to a reasonable extent, 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. However, if we are also at fault, liability shall be apportioned between you and Deepseek based on the degree of fault, as determined under applicable laws and regulations.

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 Unless otherwise agreed, a Party shall not be liable for the other Party's incidental, consequential, punitive, special, or indirect losses or damages, including but not limited to the loss of profits or goodwill, unless such losses or damages result from its own intentional or negligent conduct. This limitation applies irrespective of any litigation brought under breach, tort, compensation, or any other legal grounds, even if the Party was informed of the possibility of such losses.

7.5 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 can make efforts to resolve it amicably through negotiation. Also 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 Services 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 Services, you can contact us through the following methods:

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

Contact Email: [service@deepseek.com](mailto:service@deepseek.com)(Chat) / [api-service@deepseek.com](mailto:api-service@deepseek.com)(Platform)