Snips Terms of Use

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These Terms of Use govern Your use of the Websites, Software and Services made available by Snips, as further described below.

1. Legal and Contact Information

1. The Websites are operated by Snips SAS, a French registered SAS with a share capital of 20 705,00 €, registered at the RCS of Paris under number 750 953 432 with headquarters at 18 rue Saint Marc, 75002 Paris, France, +33 1 82 88 07 06.

2. For any commercial inquiries, please visit https://snips.ai/enterprise/ or get in touch directly at LetsTalk@snips.ai.

3. For any legal requests or claims, please contact legal@snips.ai.

4. The director of publication for this Website is Rand Hindi, CEO.

5. Console.snips.ai is hosted by Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043 United States Phone: +1-650-253-0000 Fax: 1-650-618-1499 Website: www.google.com.

6. Snips.ai is hosted by Amazon.com, Inc., 410 Terry Avenue North Seattle, WA 98109-5210 United States Phone: +1-206-266-1000 Website: www.amazon.com.

2. Definitions

1. **"Additional Agreement"** is any additional agreement between You and Snips involving the use of the Software and/or Service, including any agreement allowing for the commercial use of the Software and/or Service.

2. **"App"** is a module for a use case that You or another User builds using the Console.

3. **"Console"** is the web-based interactive development environment made available by Snips for the autonomous creation of Apps and Voice Interfaces.

4. **"Content"** means any written, visual, recorded and/or electronic content created, shared and/or uploaded by You or other Users to the Website or shared with Snips directly. Content may include, inter alia, Data Sets, lists of Intents, Apps and information about Apps, and any suggestion, enhancement request, recommendation, correction, or other feedback.

5. **"Data Generation Services"** means the Service whereby You may order Data Sets for a set of Intents. Snips will crowdsource Data Sets through a partner platform.

6. **"Data Set"** means (i) the text queries that are used to train the language Model of the ASR engine and NLU engine, and/or (ii) the audio samples that are used to train the wake word engine or voice command engine destined for micro-controller integration. The Data Set can be provided by You, or by Snips in the context of Data Generation Services.

7. **"Documentation"** means any usage guides, policies, presentations or other written information relating to the

Software and/or Services made available by Snips.

8. **"Intents"** are the classes of queries that a Voice Interface is configured to interpret. You can build Intents on the Console when you create an App.

9. **"License"** means the license granted to You by Snips over the Software.

10. **"Model"** means the set of parameterizable transformations between an input signal and a transformed signal and belonging to Snips.

11. **"Open Source Software"** means the software subject to an open source license made available by Snips to You.

12. **"Parameters"** means the features and weights as determined by the training of a Model on a Data Set and fed into the Platform.

13. **"Platform Binary Code"** means the binary code of the Snips Platform generated by Snips.

14. **"Platform"** is the software product provided by Snips in the form of the Platform Binary Code. The Platform is fed the Parameters to perform each of the tasks involved in the Voice Interface.

15. **"Service(s)"** is a service available on the Console with the functionalities determined by Snips in its sole discretion.

16. **"Snips Trademark"** means any name, trade name, word mark, logo, art, visual representation, color scheme, or other distinctive visual sign designating Snips.

17. **"Software"** means any software Snips makes available for download from the Website or any other public source, free of charge or for a fee, including (i) Platform Binary Code, and/or (ii) Parameters. Software also includes any improvements, modifications, derivative works or updates to the aforementioned software made by You or a third party through Your use of the Service or as otherwise authorized by these Terms.

18. **"Third Party Technology"** means any software, data and/or technology provided by a third party and made available by Snips and/or integrated into the Software and/or Service.

19. **"Voice Interface"** means the software capable of detecting a Wake Word, transcribing an oral request into words, extracting the command or meaning from one or several words and having the ability to handle a dialog session for the purpose of controlling the functionality of a given device through voice. The Voice Interface is comprised of the Platform Binary Code and Parameters that are fed into the Platform.

20. **"Website"** means snips.ai, console.snips.ai and/or any other website operated by Snips, subject to any specific terms that may apply to each website.

21. **"You"** (or the "**User**") means the user of the Console, as declared upon sign-up, or your employer in the event sign-up and use is undertaken on your employer's behalf.

3. Scope

1. These Terms apply to Your use of :
   1. Any Software;

2. Any Services ;
3. Any Website;
4. Apps;
5. Snips Trademarks.

2. **Additional Agreement.** If You are party to an Additional Agreement with Snips, the terms of that Additional Agreement apply in addition to these Terms and prevail over any conflicting terms herein.

3. **Compliance with these Terms.** Snips reserves the sole right and discretion to determine whether Your use of the Software, Services, Websites, Apps and/or Snips Trademarks complies with these Terms, and to terminate Your access in the event it determines that Your said use fails to do so.

4. Accepting these Terms

1. **Using the Service.** In order to use the Software, Services and/or Websites, You must agree to the Terms when You initially sign-up on a Website. Any use of the Software, whether through the Website or not, is subject to the Terms contained herein, and shall be considered acceptance of the Terms.

2. **Legal restrictions.** You may not use the Service and/or the Software and may not accept the Terms if You are under the age of eighteen (18) or if You are a person barred from using the Services and/or the Software under any law or contract with a third party. By accepting the Terms you represent that You are eighteen (18) years of age or older and that You are

not using the Services and/or the Software in violation of any applicable law or contract with a third party.

3. **Professionals and Non-Professionals.** As part of the sign-up process, You may be asked whether you intend to use the Services and/or Software in a professional or non-professional capacity. This information may be used to adapt the Service and our communications with You, and to enforce our rights with regards to the License. You represent that Your declaration is truthful and accurate and remains so throughout the period during which You use the Service and/or Software. Any false declarations may result in the revocation ab initio of Your right to use the Service and/or Software, including the License, upon written notice to You, and termination of Your access to the Service.

4. **Authority to Accept the Terms.** You represent that You have full power, capacity, and authority to accept these Terms. If You are accepting the Terms on behalf of Your employer or another entity, You represent that You have full legal authority to bind Your employer or such entity to these Terms.

5. **Updates and Changes.** Snips reserves the right to make changes to these Terms and/or the Service from time to time. When significant changes are made, Snips will notify You before the changes to the Terms take effect, and make an up-to-date copy of the Terms available on its website. Sometimes Snips will ask you to consent to material changes to the Terms. If the changes affect the License, they will apply to Your next deployment or download of the Software and/or the next release of the Software, whichever is earliest. You understand

and agree that if You use the Service after the date on which the Terms have changed, Snips will treat Your use as acceptance of the updated Terms. If a change to these Terms is unacceptable to You, You may terminate this agreement by ceasing use of the Service.

5. Privacy and Personal Data

1. **Snips Privacy Policy.** Privacy is the highest priority at Snips. As such, Snips abides by the Privacy Policy available on the Website. How Snips collects and treats Your personal information and that of end-users is described in the Privacy Policy. *You are required to make Snips' Privacy Policy, or information substantially equivalent to the information it contains regarding Snips' use of end-users' personal data, available to any end-users of any Voice Interface You make available to the public.*

2. **Account Settings.** If You hold an account, You may update your personal information on the Website in Your Account Settings.

3. **Your Obligations.** You are responsible as sole data controller for the collection, storage, use and any other processing of end-user personal data (as defined by the GDPR) in the context of Your use of the Service and/or Software, including if You integrate, combine, or otherwise use, or allow a third party to integrate, combine or otherwise use the Service and/or Software with any software or hardware under your control. You are responsible for complying with all applicable laws and regulations in relation thereto.

4. **Use of End-User Personal Data by Snips.**
    1. **Device Analytics.** As part of Your use of the Website, You may be asked whether You wish to consent to the activation of the collection of technical usage data in relation to a Voice Interface for the purpose of allowing Snips to better understand how its Software and/or Service are used and to improve the Software and/or Service ("**Device Analytics**"). Device Analytics involves the collection of technical personal data relating to the use of the Voice Interface by end-users ("**Analytics Data**"). Snips never collects any directly identifying information or voice recordings. If You choose to activate Device Analytics:
        1. Any Voice Interface deployed after Device Analytics is activated will automatically store Analytics Data on the device on which it is embarked until it next connects to the Internet. If and when the device is connected to the Internet, the Analytics Data will be pushed to a Snips server.
        2. Snips will use any Analytics Data uploaded to its server solely for the purpose of better understanding end users' use of the Software and/or Service and improving the Software and/or Service.
        3. As the activation of Device Analytics will result in the automatic collection of information which, even if very limited, constitutes Your end-users' personal data, the GDPR applies. You are responsible for providing Your end-users with GDPR-compliant prior

information and for collecting their consent to the automatic collection of their personal data through the Voice Interface. ***You understand that by activating Device Analytics, You warrant that You will provide prior information and obtain valid prior consent from the end-users of any Voice Interface You make available to the public. If you are unable to obtain Your end-users' consent in line with the GDPR's requirements, You should not activate Device Analytics.***

4. Once deployed, the end-users of Your Voice Interface may find instructions on how to deactivate Device Analytics manually in the Documentation, or ask You to deactivate Device Analytics on the Website and allow them to re-deploy. You will be able to deactivate Device Analytics at any time on the Website. The deactivation will only take effect when You re-deploy the Software, and will not affect any previously deployed versions of the Software.

2. **Heartbeat.** Snips may collect technical data strictly necessary for purposes of fraud prevention and detection ("**Heartbeat Data**"):

1. If You use the Console as a non-professional user, Heartbeat Data is collected by default.

2. You have the option to opt-out of the collection of Heartbeat Data. You may find instructions on how to deactivate Heartbeat Data manually in the Documentation, or You may opt-out through Your

Account Settings on the Website, with effect when You re-deploy the Software.

3. A Voice Interface will automatically store Heartbeat Data on the device on which it is embarked until it next connects to the Internet. If and when the device is connected to the Internet, the Heartbeat Data will be pushed to a Snips server.

4. As Heartbeat Data, even if very limited, constitutes Your and/or Your end-users' personal data, the GDPR applies. ***If You make a Voice Interface available to end-users, You are responsible for providing Your end-users with GDPR-compliant prior information about the automatic collection of their personal data through the Voice Interface for fraud prevention purposes. You understand that unless you opt-out of Heartbeat Data, You warrant that You will provide prior information to the end-users of any Voice Interface You make available to the public.***

6. License and Intellectual Property Rights

1. **Permitted Use.** You may use the Software and/or Service only for purposes that:

    1. are permitted by these Terms (including the License) or any contractual terms that apply to Your use of the Software;

    2. are permitted by the applicable law in any relevant jurisdiction or third-party contract; and

3. comply with all applicable policies or guidelines made available by Snips at any time during Your use of the Service and/or Software, including on the Website or in the Documentation relating to the Software and/or Service.

2. **License.** Snips grants You the worldwide, non-exclusive, revocable, non-transferable, royalty-free right, for the duration of the intellectual property rights concerned or until this License is terminated, to:

    1. integrate, install and/or use the Software on a device, other software (forming "**Combined Software**"), hardware platform and/or operating system, as the case may be, and all inherent rights thereto (including the right to reproduce, represent, adapt, and modify the Software), strictly for Non-Commercial Use;

    2. access and/or use the Service exclusively (i) as provided through the Website and (ii) in order to, as the case may be, create Intents, produce Data Sets, train Models, and/or produce Parameters strictly for Non-Commercial Use.

3. **Non-Commercial Use.** Non-Commercial Use means use outside of a commercial product or service, regardless of whether such product or service is made available for free or for a cost. The Software and Service are free to use for individual developer projects, use in the context of an individual family home or school, academic research and experimentation, Software benchmarking (subject to the conditions stated below) and evaluation for up to three (3) months, and for any other use cases that do not result in use

of the Service and/or Software in a pilot or production environment, whether within a company or as a distributed, advertized or branded product or service.

4. **Commercial Use.** These Terms do not allow You to make any commercial use of the Service and/or Software. Commercial use is only permitted by prior written permission from Snips and is otherwise not a permitted use of the Service. The use of Snips Software for profit or promotion constitutes commercial use requiring a commercial license granted by Snips. You may use the Service and/or Software for the purpose of improving the Software for commercial use only if You have already acquired the adequate commercial license. Any commercial use of the Service and/or Software is permitted exclusively subject to and in accordance with an Additional Agreement between You and Snips. ***To obtain information about using Snips Software commercially, please contact us at LetsTalk@snips.ai***.

5. **Additional License Terms.** Additional license terms, including terms and conditions restricting or modifying the above License, may be included in an Additional Agreement between You and Snips.

6. **Audit and Enforcement.** Any fraud or non-compliance with the License terms on Your part revealed by an audit or inspection or otherwise discovered by Snips shall constitute a material breach of these Terms. Any copies of the Software used for commercial purposes and not purchased by You shall be paid in full to Snips, with immediate effect, at the rate per copy determined by Snips, without prejudice to any other

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7. **Disclaimers.** Snips reserves all rights to the Software, Services, Data Sets, and/or Documentation not expressly granted herein. The License is granted to You personally and subject to full compliance with these Terms and any other applicable terms, as well as any general and specific developments, data, Data Sets, documents, distinctive signs, or materials owned by Snips and made available to You, including all related intellectual property rights therein.

8. **Open Source and Third Party Technology.** Open Source Software is subject to and governed by the applicable license accompanying, linked to or embedded in such Open Source Software. Snips grants You a license to use the Open Source Software to the full extent permitted by the applicable open source license. Any Third Party Technology made available by Snips is subject to and governed by the applicable license made available by the third party provider.

9. **Third Parties.** No third party is permitted to use the Service and/or Software on Your behalf without Snips' prior written consent.

10. **Termination.** Unauthorized copying of the Software, or failure to comply with this License, will result in automatic termination of the License, without prejudice to any other remedies available to Snips under applicable law.

11. **Data Sets.** In consideration for and subject to the payment of the price of the Data Generation Services, Snips grants You

the worldwide, non-exclusive, non-revocable, non-transferable right, for the duration of the intellectual property rights concerned, to use, incorporate, reproduce, represent, adapt, and modify any Data Sets generated through the Data Generation Services for any internal business purpose.

12. **Tools and Documentation.** Nothing in these Terms shall result in any transfer of intellectual property rights over any of the tools, algorithms, Models, or source code used by Snips to customize, build, develop, configure, or otherwise provide the Software, Services and/or Documentation. If Documentation is provided with the Software and/or Services, You may copy and use the Documentation for Your own reference purposes only.

13. **Apps.** When You create an App on the Console, You may choose to publish the App for use by other Console users ("**Published App**"), and to make the App forkable ("**Forkable App**"), or to keep the App private ("**Private App**"). Subject to any terms to the contrary:

    1. You grant Console users and Snips, as regards Your Published Apps, and You are granted, as regards other Console users' and Snips' Published Apps, the worldwide, non-exclusive, non-revocable, royalty-free right, for the duration of the intellectual property rights concerned, to incorporate, reproduce, represent, install and/or otherwise use the Published Apps concerned for Non-Commercial Use. In the event You choose to delete Your account, Snips will un-publish Your Published Apps from the Console and keep them until they are no longer

technically required by other Console users relying on Your Published Apps.

2. In addition, You grant Console users and Snips, as regards Your Forkable Apps, and You are granted, as regards other Console users' and Snips' Forkable Apps, the additional right to fork, adapt and modify the Forkable App concerned for Non-Commercial Use.

3. No other Console user will have access to Your Private Apps. You grant Snips the worldwide, non-exclusive, non-revocable, royalty-free right, for the duration of the intellectual property rights concerned, to make any use of Your Private Apps necessary to make them available to You as part of the Service.

14. **Your Content.** You grant Snips the worldwide, non-exclusive, non-revocable, royalty-free right, for the duration of the intellectual property rights concerned, to use, incorporate, reproduce, represent, adapt, and modify any Content for the purpose of improving its Software and/or Services and training its Models, at Snips' sole discretion. This shall not allow Snips to make Your Content available for direct use by third parties otherwise than in the context of Your Published Apps.

15. **Benchmarking.** You may not publicly disclose directly or through a third party the results of any comparative or compatibility testing, benchmarking, or evaluation (each, a "**Benchmark**") of the Software and/or Service, unless the disclosure includes all information necessary for Snips or a third party to replicate the Benchmark. If You conduct, or direct a third party to conduct, a Benchmark of the Software and/or

Service and publicly disclose the results directly or through a third party, then Snips (or a Snips-directed third party) may conduct Benchmarks of any publicly available products or services provided by You and publicly disclose the results of any such Benchmark under the same conditions.

7. Trademark License

1. Snips grants You a non-exclusive, worldwide, revocable, personal, non-transferable, non-assignable, non-sublicensable, royalty-free license to display the Snips Trademark solely for the purposes of promoting or advertising Your authorized use of the Software and/or Service in accordance with these Terms and/or fulfilling Your obligations under the Terms.

2. In using the Snips Trademark, You will not:

    1. Remove any Snips Trademark contained in the Service and/or Software;

    2. display the Snips Trademark in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by Snips (other than Your use of the Service), or that can be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of, Snips or its personnel;

    3. display the Snips Trademark in relation to Your use of the Service and/or Software if it contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under 21 years of age;

4. display the Snips Trademark as the most prominent element in Your communication;

5. display the Snips Trademark in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to Snips;

6. use the Snips Trademark to disparage Snips or the Software, Console, Platform, or Service;

7. display the Snips Trademark in any way that violates any law or regulation; or

8. remove, distort, or alter any element of the Snips Trademark (including squeezing, stretching, inverting, or discoloring).

3. Except as stated in these Terms, nothing grants or will be deemed to grant You any right, title, or interest in the Snips Trademark. Your use of the Snips Trademark (including any goodwill associated with it) will inure to Snips' benefit. During and after the Term, and to the maximum extent permitted by applicable law, You will not challenge or assist others to challenge the Snips Trademark (or its registration by Snips), and You will not attempt to register any trademark (including domain names) that are confusingly similar to the Snips Trademark in any way (including in sound, appearance, or spelling).

4. You will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices, license terms Terms of Use links, Snips Trademarks, or third party trademarks) displayed or provided through the Service and/or

in relation to the Software.

8. Terminating these Terms

1. The Terms will continue to apply until terminated by either You or Snips.

2. You may terminate Your legal agreement with Snips by ceasing use of the Software and/or Service at any time. To cease use of the Software, it is Your responsibility to delete all copies of the Software provided by or procured through Your use of the Service, directly or indirectly, and installed on any device. You do not need to specifically inform Snips when You stop using the Service.

3. Snips reserves the right to terminate these Terms or discontinue the Service, or any portion or feature of the Service, for any reason and at any time without liability or other obligation to You.

4. When the agreement between You and Snips is terminated, those Terms that by their nature are intended to continue indefinitely will continue to apply. These Terms will survive, and You are responsible for any use of the Software by a third party, where the Software was provided or made public by, or procured through Your use of the Service, directly or indirectly, while any copy of the Software remains in use.

9. Exclusion of Warranties and Liability

1. Unless stated otherwise in an Additional Agreement, the Service and/or Software are not supported. You acknowledge that, to the extent permitted by law, the Service and/or

Software are provided "as is" and "as available" without any warranty of any kind, whether express or implied, including the implied warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and may be terminated at any time. In particular, Snips does not represent or warrant to You that the Service and/or Software will meet Your requirements, be uninterrupted, timely, secure, or error-free, accurate or reliable, or that defects in the operation or functionality of the Service and/or Software will be corrected. Any element obtained through the Service and/or Software is at Your own risk. No advice or information, whether oral or written, obtained by You from Snips or through the Service, Software, and/or Documentation will create any warranty not expressly stated in these Terms.

2. To the extent permitted by law and except if You qualify as an EU consumer under EU law, Snips disclaims all obligation and liability under these Terms for any harm or damage arising out of or in connection with the Service and/or Software.

10. Indemnities

1. You will defend and indemnify Snips and its affiliates, directors, officers, employees, strategic partners, licensors, and their suppliers (the "**Indemnified Parties**") against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. Your alleged use of the Service and/or the Software in breach of the Terms, applicable policies, or applicable law, or in breach of a third party's rights; or

2. Your Apps and/or Content.

2. You will cooperate as fully as reasonably required in the defense of any allegation or third-party legal proceeding. Snips reserves the right, at its own expense, to assume the exclusive control and defense of any indemnified matter.

11. General

1. *Either Party may assign any part of this agreement with full binding effect on its successors.

2. *Snips will not be considered to have waived any rights by not exercising (or delaying the exercise of) any of its rights under these Terms or the applicable law. A waiver will be effective only if Snips expressly states in a writing signed by an authorized representative that Snips is waiving a specified Term.

3. *Snips affiliates and the Indemnified Parties are third-party beneficiaries to the Terms and are entitled to directly enforce, and rely on, any Terms that confer a right or benefit to them. There are no other third-party beneficiaries to the Terms.

4. *If any term (or part of a term) of these Terms is invalid, illegal or unenforceable, the rest of the Terms will remain in effect.

5. *You understand and agree that damages for improper use of the Service may be irreparable; therefore, Snips is entitled to seek equitable relief, including injunctions in any jurisdiction, in addition to all other remedies available.

6. If these Terms are translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

7. **To the maximum extent permissible by law, all claims arising out of or relating to these Terms, the Software and/or the Service will be governed by French law, excluding French conflict of law rules, and will be litigated exclusively in the Paris Tribunal de Grande Instance; You consent to personal jurisdiction in that court.**