

Constrict Terms of Service

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Your Relationship With Us

Welcome to Constrict (the "Platform"). Constrict is provided by SANGFOR TECHNOLOGIES or one of its affiliates ("Sangfor", "we", "us", "our"). For purposes of these Terms, "you" and "your" means you as the user of the Services (defined below).

These Terms of Service (these "Terms") set forth the terms and conditions by which you may access and use the Platform and its related websites, applications, products, third party services, software, tools, content, and documentation (collectively, the "Services"). You may use the Services to write software applications, scripts, and other code-based products. We may publish operating rules, policies, guidelines and procedures from time to time, which are incorporated herein by reference. We make no warranty that the Services, in full or in part, are available or will continue to be available in any jurisdiction. The functions or features of the Services may also vary in different jurisdictions.

These Terms form a legally binding agreement between you and us. Please take the time to read them carefully.

Accepting these Terms

If you do not agree to these Terms, you shall not access the Services. By accessing or using the Services, you confirm that you can enter into a binding contract with us, and that you accept these terms and agree to comply with them. Your access to and use of the Services is also subject to our Privacy Policy, which can be found on the Platform. If you access or use the Services from within a jurisdiction for which there are separate supplemental terms (listed at the bottom of this page, or otherwise made available to you through the Platform), you also hereby agree to the supplemental terms applicable to such jurisdiction. In the event of a conflict between the provisions of the "Supplemental Terms – Jurisdiction-Specific" that are relevant to your jurisdiction from which you access or use the Services, and the rest of these Terms, the relevant jurisdiction's supplemental terms will supersede and control with respect to the relevant jurisdiction.

If you are accessing or using the Services on behalf of a business or entity, then (i) "you" and "your" include you and that business or entity; (ii) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the business or entity to these Terms, and that you agree to these terms on the entity's behalf; and (iii) your business, entity is legally and financially responsible for the access or use of your account, including without limitation any employees, agents or contractors.

Changes to these Terms

We reserve the right, in our sole discretion, to modify these Terms at any time. We will use commercially reasonable efforts to notify all users of any material changes to these Terms, such as through a notice on the Platform. However, you should look at these Terms regularly to check for such changes. We will also update the "Last Updated" date at the top of these Terms, which reflects the effective date of such Terms. Your continued access or use of the Services after the effective date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services.

Your Account with Us

To access or use some of the Services, you may need to create an account with us and log in to your account. When you create your account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us in connection with your account and keep such information up-to-date and complete. You may be able to access the Services by using a third party account ("Third Party Account"). Your access to the Services may be unavailable if the relevant third party service provider of your Third Party Account suspends or terminates your access or our connection to your Third Party Account. Your relationship with the third party service provider of your Third Party Account is governed solely by your agreement with the relevant third party service.

It is important that you keep your account credentials confidential and that you do not disclose them to any third party. If you know or suspect that any third party knows your account credentials or has accessed your account, you must notify us immediately at: zgsm@sangfor.com.cn. You agree that you are solely responsible (to us and to others) for the activities that occur under your account.

If you no longer want to use the Services, and would like to have your account deleted, you can do so through the Platform's settings page or contact us at: zgsm@sangfor.com.cn and we will provide you with further assistance and guide you through the process. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information in connection with your account.

Prohibited Uses

Ensuring safety and integrity within our ecosystem is paramount. We strive to create an environment where you can engage with our products constructively, securely, and with transparency.

You will not, and will not permit or assist anyone to, use the Services to:

- produce any output, or upload any input, resulting in an individual for purposes that could significantly affect that person. This includes, but is not limited to, impersonation, decisions related to credit, payments, education, employment, housing, insurance, legal matters, medical or health decisions, or other substantial determinations;
- generate, express or promote content that:
 - is hateful, defamatory, abusive, disruptive, tortious or vulgar;
 - is deliberately designed to provoke or antagonize another or is bullying or trolling another;
 - may harass, intimidate, threaten, harm, hurt, scare, distress, embarrass or upset another;
 - is discriminatory, such as discriminating against another based on race, gender, sexuality, religion, nationality, disability or age;
 - facilitates, promotes, incites or glorifies violence or terrorism/extremism;
 - exploits, harms, or attempts to exploit or harm minors or exposes minors to such content;
 - would constitute, encourage or provide instructions for a criminal offense; or
 - sends any form of unauthorized or unsolicited messages including advertising, promotional materials or spam;
- engage with other developers or with your end users in deceitful, inaccurate, misleading, or harassing ways (including but not limited to passing off or representing generated answers as human-generated, plagiarism or academic dishonesty, disinformation, scams, phishing, or hiding or attempting to hide your identity);
- use the Services or Your Content (as defined below) in any manner that may violate the privacy rights of any third party, such as unlawfully collecting or disclosing:
 - personal data (such as addresses, phone numbers, email addresses, identifiers in a personal identity document);
 - educational records;
 - financial information relating to an individual; or
 - other protected records.
- generate pictures depicting a person that appears to be under 18 years old, or transmit personal data of children under 13 years old or below the age of consent digital consent age in the applicable jurisdiction;
- engage in or assist in illegal or high-risk activities, including, but not limited to:
 - military and warfare uses;
 - the development of weapons, explosives, or dangerous materials;
 - the management or operation of critical infrastructure (e.g., transportation, energy);
 - the creation or distribution of controlled substances or services;
 - the solicitation or distribution of information in connection with self-harm;
 - activities with a high risk of economic harm (e.g., gambling, automated determinations of eligibility for educational institutions);
 - building software for political purposes such as campaigning or lobbying purposes;
 - analyzing individuals or groups of people for unlawful or discriminatory purposes; or
 - engaging in high-risk government decisions (e.g., law enforcement decisions or regulatory reviews);
- develop artificial intelligence or machine learning models or any products or services in direct competition with Constrict or other generative services from us and our affiliates;
- autonomously or programmatically extract output, or take any action that imposes or may impose an unreasonable or disproportionately large load on our infrastructure, or use our Services to engage in cryptocurrency mining, or rent, lease, distribute, license, transfer, or sell the Services or any part thereof;
- create or contribute to security risks for our customers, us, or external parties, or disrupt, harm, or access any software, technology, or services belonging to us or third parties without authorization, or include or attempt to generate malware, viruses, spyware, or any harmful software or code; or
- reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying technologies, algorithms, or models of the Services; or engage in hacking, password "mining", or any other illegitimate means, or disrupt, damage, probe, scan, or test the vulnerability of the Services;
- violate any applicable laws, regulations, or the internal policies of your organization or entity (if any)

You hereby agree that we have the right to investigate and address any potential violation of the foregoing prohibited uses, which may include monitoring the Services, collecting and analyzing technical information, and accessing and reviewing Your Content (as defined in Section 8), solely as needed for such purpose, whether by automated or non-automated means. We may suspend or terminate your use of the Services in accordance with these terms if we have reasonable suspicion that you are engaging in the above prohibited uses. You may contact zgsm@sangfor.com.cn. If you believe that your use of the Services has been wrongly suspended or terminated.

We Own the Services

The Services are owned by us and our licensors, and we retain all right, title, and interest in and to the Services. We may remove or exclude any of Your Content from our Services at any time, for any reason or no reason at all.

Subject to your compliance with these Terms, we grant to you a non-exclusive, limited, non-transferable, non-sublicensable, revocable right to access and use the Services. You acknowledge and agree that we may terminate the license granted to you at any time for breach of these Terms or for any other reason upon written notice to you, unless otherwise prohibited or restricted under applicable laws.

Your Content

Any content that you create, upload, import, submit, post, display, or otherwise make available (collectively referred to as "make available" hereinafter in this Section) on or through the Services, is referred to as "Your Content". Your Content includes but is not limited to code, text, URLs, or other information, data, datasets, Images, videos, audio, documentation, file and other materials you make available on or through the Services.

Between us and you, you own Your Content, subject to the license granted to us hereunder to provide the Services. We own and retain all rights to the settings and configurations within the Services, and metadata generated by the Services through their use (collectively, "Service Attributes"). For clarity, Service Attributes do not include any of Your Content.

We may use Your Content to provide and improve the Services, including:

1. Using it to generate code, outputs, or other functions based on your input;

2. Building codebase indexes by temporarily uploading code from your codebase ("Your Codebase") to our servers to compute embeddings. Once processing is completed, all plain text code is permanently deleted. Only the generated embeddings and associated metadatas are retained. We do not store your actual codebase files;

3. Performing troubleshooting, diagnostics, security and safety reviews, and addressing customer support requests; and

4. Improving your user experience.

Other than to compute embeddings as mentioned above, we do not use Your Codebase for any other purposes. We also do not use Your Content as training data for model training.

You represent and warrant that any names, slogans, trademarks, logos and other designations you use in association with Your Content are owned by or duly licensed to you. You hereby grant Constrict Parties a non-exclusive, royalty-free, perpetual, transferable, sub-licensable, worldwide license to use your relevant names, slogans, trademarks, logos and other designations on the Services for the purposes of operating and providing the Services to you.

You represent and warrant that you own or have the necessary licenses, authorizations or clearances to make Your Content available to the Services (including requiring any prompt notice and obtaining all required consents for the relevant data processing and data sharing in compliance with applicable laws), and to grant the rights granted by you under these Terms.

You expressly acknowledge and agree that we may disclose Your Content to comply with applicable laws, enforce these Terms, prevent fraud, fix security or technical issues, or in other circumstances we deem necessary as per the applicable laws. If Your Content contains personal data, you are responsible and accountable for such data.

Nature of Outputs

Artificial intelligence and machine learning are dynamic and continuously advancing. By agreeing to these terms, you recognize the inherent limitations of AI-generated output and accept responsibility for its application and interpretation within your context. Due to the inherent probabilistic nature of machine learning algorithms, the Services might occasionally generate outputs that do not precisely depict actual individuals, locations, or factual data. By utilizing the Services, you acknowledge and agree to the following:

• Variance Accuracy of Output: The output derived from our Services may not always be accurate. It is crucial not to use this output as the only basis for decision-making or as a replacement for specialized advice. The output should not be solely relied upon for critical factual information.

• Responsibility to Assess Output: You bear the responsibility to assess the accuracy and suitability of the output for your specific needs. This includes: (a) conducting a human review, where necessary, prior to the application or dissemination of the output from our Services; and (b) making your own determination regarding the intellectual property rights you have in output, taking into account, among other things, your usage scenario(s) and the laws of the relevant jurisdiction. NOTWITHSTANDING THE FOREGOING, YOU MUST NOT USE THE OUTPUT FOR ANY UNLAWFUL OR INFRINGING PURPOSES.

• Prohibited Use of Output: You are prohibited from using any output related to an individual for purposes that could significantly affect that person. This includes, but is not limited to, decisions related to credit, education, employment, housing, insurance, legal matters, medical decisions, or other substantial determinations.

• Nature of Output: Our Services may occasionally produce output that is incomplete, incorrect, or potentially offensive, which should not be interpreted as reflective of our views or positions. Additionally, any reference to third-party products or services within the output does not imply endorsement or affiliation with us.

We make no representations, warranties, guarantees or conditions that any output is free from errors or bugs, authentic, accurate, verifiable, reliable, complete or up-to-date and disclaimer any and all representations, warranties, guarantees and conditions of any nature for the output, expressly or implied. Output generated for you is not unique; the Services may generate the same or similar output for different users.

Third Party Services and Content

The Services may include third party services, including without limitation third party large language models ("LLMs"), Plugins, and APIs. You acknowledge and agree that third party services are provided to you by applicable third party service providers. You are subject to and must comply with additional terms and conditions (e.g., user terms, acceptable use policies, privacy policies, and content policies) published or otherwise made available by the applicable third parties. You acknowledge and agree that your use of the third party LLMs, Plugins, and APIs is subject to conditions established by such third parties (e.g., a third party LLM may refuse to generate output for you if your input is harmful or contains improper content).

Notwithstanding the generality of the foregoing, as mentioned, the Services may be powered by one or more third party services. To enable you to use the Services, Your Content may be shared with such third parties (e.g., enabling a third party to generate output). We are not responsible for the output generated or other content made available by third party services which may directly or indirectly power output. You acknowledged that we have no obligation to pre-screen, monitor, review, or edit any output or other content or services provided by or through such third party services. To the extent your use of the Services accesses third party LLMs, Plugins or APIs, your data will be processed according to the third parties' terms.

Intellectual Property

We respect intellectual property rights and require you to do the same. Without limiting the generality of rights reserved elsewhere in these Terms, we reserve the right to respond to suspected infringement of intellectual property or publicity rights by: (i) blocking your access to the Services, (ii) terminating your account for the Services, (iii) removing or blocking Your Content, or (iv) taking other actions we deem appropriate.

The code generation capabilities of the Services are designed to generate new, original code. Attempting to generate existing, copyrighted code via specific requests or other prompt manipulation is a violation of these Terms. If you encounter an inappropriate response or output from the Services that violates applicable laws, or if you believe that your intellectual property rights have been infringed, please contact us at: email: zgsm@sangfor.com.cn

Written claims alleging copyright infringement must include the following information:

• a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;

• a description of the copyrighted work that has been infringed, and a statement of rights secured over the same;

• a description of the infringing material and where the same is located on the site;

• address, telephone number, and e-mail address of the copyright owner or its agent;

• a statement that the person submitting the claim has certain knowledge that the disputed use is not authorized by the copyright owner, its agent, or the laws; and

• a statement by the person submitting the claim, made under penalty of perjury, that the above information in the notice is accurate and that the person submitting the claim is the copyright owner or authorized to act on the copyright owner's behalf.

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