

## API TERMS & POLICIES

### Terms of Use

Draft June 6, 2022

Welcome to join Yating Intelligence Developer Console!

By accessing or using the application programming interfaces, or associated software, tools, developer services, data or documentation of Yating and its affiliates (collectively, "APIs"), you agree to be legally bound by and comply with the following terms, as well as any referenced policies, guidelines or agreements (including without limitation our Privacy Policy), any documentation relating to your use of the APIs, and any additional requirements applicable to particular APIs (collectively the "Terms"). These Terms are entered into with YaTing Intelligence Co., Ltd. ("Yating", "we", "our" or "us"). You understand that Yating may change these Terms or suspend or terminate your use of the APIs at any time. We will post notice of changes to the Terms on our website. Your continued use of the APIs after any changes to these Terms means you agree to the changes.

### 1. Registering and Accessing the APIs

(a) Accepting the Terms. You may not use the APIs and may not accept these Terms if (i) you are not of legal age to form a binding contract with Yating, or (ii) you are a person barred from using or receiving the APIs under the applicable laws of the Republic of China (Taiwan) or other countries including the country in which you are resident or from which you use the APIs.

(b) Authority. If you are using our APIs on behalf of a person, company or entity, then you are agreeing to these Terms for that person, company or entity (in which case, the terms "you" and "your" in these Terms refer to that person, company or entity except for this Section 1(b)), and you represent and warrant that you have full legal authority to accept these Terms on behalf of that person, company or entity.

(c) Access and Credentials. To access the APIs, you must register according to our procedures and provide Yating with certain information (such as identification or contact details) as part of the registration process. Once registered, you will be issued certain access credentials to access the applicable APIs. You must keep the access credentials confidential and you may not sell, share, transfer, sublicense or otherwise make the access credentials available to others. You are responsible for all activities that occur using your access credentials. You will not misrepresent or mask your identity or your credentials when accessing or using the APIs.

(d) Registration Information. Any registration information that you give to Yating must be accurate and up to date and you will promptly inform us of any changes. You agree that we can use, store, and internally share your registration information to contact you for purposes under these Terms (for example, to notify you of any updates to developer tools).

(e) API Documentation. Your use of our APIs and display of Content within a software application, website, tool, service or product (your “Application”) must comply with these Terms and any technical documentation, usage guidelines, parameters, and other requirements provided to you by us, as may be modified by us from time to time (“Developer Documentation”). “Content” means any data or content accessed via our APIs. We may limit your access to some or all of the APIs or Content at our sole discretion at any time.

## 2. Using the APIs

(a) License Grant. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferrable, non-assignable, revocable license during the Duration to: (i) use the APIs and Developer Documentation solely to develop, test, run, operate, and support your Application; (ii) to allow end users to use your integration of the APIs within your Application; (iii) to display the Content accessed through the APIs within your Application and (iv) as otherwise expressly authorized by us in writing.

(b) Ownership. As between you and Yating, we and our affiliates own all rights, title, and interest in and to the APIs, Content, and Developer Documentation and all associated elements, components, and executables. Subject to the foregoing, you own all rights, title, and interest in and to your Application. You have no right to distribute or allow access to the stand-alone APIs. Except as expressly provided in these Terms, neither party grants, nor shall the other party acquire, any right, title or interest (including any implied license) in or to any property of the first party or its affiliates under these Terms. All rights not expressly granted in these Terms are withheld.

(c) Copyright. Yating will not assert copyright over Content generated by the API for you or your end users.

(d) Feedback. If you provide us feedback about the APIs or Content or any of our technology, data, business or systems, you hereby grant to Yating and its affiliates an unlimited, worldwide, royalty-free, perpetual, sublicensable (including through multiple tiers), and irrevocable right and license to use, share, commercialize, and otherwise exploit your feedback in any manner and for any purpose without any obligation to you. You will not give feedback that requires Yating or its affiliates to license its software or documentation to third parties because of including your feedback in them.

(e) Support. We may provide you with technical support and guidance for using the APIs and we may stop providing such support to you at any time without obligation to you.

(f) Children. Yating does not knowingly collect, either online or offline, personal information from persons under the age of 13. In order to use or access the APIs, you must be at least 18 years old.

(g) Third Party Products. Third party software, services, or other products (“Third Party Products”) you may use in connection with your use of the APIs are governed by the terms and conditions that accompany such Third Party Products. We are not responsible for any Third Party Products or your use of any Third Party Products.

(h) Free Credits. If you are using free credits of the API, you may not create more than one account to receive additional benefits under the free credits. We may charge you standard rates for the API, or suspend or terminate access to the API, if we determine that you are not using the free credits in good faith.

### 3. Usage Requirements

In using our APIs, you (and anyone acting on your behalf) must adhere to the following:

(a) You will use the APIs and the Content only (i) in a lawful manner and in compliance with all applicable laws; (ii) in accordance with these Terms, the Developer Documentation, and the license granted in Section 2(a); (iii) in a manner that does not infringe, misappropriate or otherwise violate any of our rights or those of any other person or entity (for clarity, “manner” includes without limitation the method, purpose and/or means of causing or attempting to cause the APIs to generate Content); and (iv) in a manner consistent with the Yating mission as determined by Yating in its sole discretion.

(b) You will not: (i) distribute, sell, lend, transfer, or grant any rights in or to all or any portion of the APIs or Content to any third party (except for making Content available to end users and allowing end users to use your integration of the APIs through the Application); (ii) create any software that functions substantially the same as the APIs and offer it to third parties; (iii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code of any component of the APIs; (iv) modify, alter, tamper with, repair or otherwise create derivative works of the APIs or Content or attempt to do so; (v) use the APIs or Content in connection with any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other electronic device; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of the APIs; or (vii) use the APIs to develop competing products or services.

(c) You will ensure that the use of the APIs or Content with your Application does not violate these Terms or any agreement between you and anyone else.

(d) You will not use the APIs to discover any underlying components of our models, algorithms, and systems, such as exfiltrating the weights of our models by cloning via logits.

(e) You may not use web scraping, web harvesting, or web data extraction methods to extract data from the APIs, the Content, or Yating’s or its affiliates’ software, models or systems.

(f) You will not remove, obscure, or alter any notice, including any notice of intellectual property right, appearing on or contained within the APIs or Content.

(g) You will not use the APIs or Content or allow any user to use the Application in a way that violates applicable law, including:

(i) Illegal activities, such as child pornography, gambling, cybercrime, piracy, violating copyright, trademark or other intellectual property laws;

(ii) Accessing or authorizing anyone to access the APIs from an embargoed country, region, or territory as prohibited by the Republic of China (Taiwan) government;

(iii) Threatening, stalking, defaming, defrauding, degrading, victimizing or intimidating anyone for any reason.

(h) You will not use the APIs or Content or allow any user to use the Application in a way that causes societal harm, including but not limited to:

(i) Misleading end users that Application outputs were human-generated for generative use cases that do not involve a human in the loop;

(ii) Generating spam; and

(iii) Generating content for dissemination in electoral campaigns.

(i) You will not buy, sell, share or transfer API keys from, to or with a third party without our prior written consent.

#### 4. Confidentiality

(a) You may be given access to certain non-public confidential or proprietary information of Yating, its affiliates and other third parties, including, software and specifications related to the APIs and Yating's and its affiliates' algorithms, software, models, and systems, or other business information (collectively "Confidential Information"). Confidential Information includes any information that Yating or its affiliates consider confidential or would normally be considered confidential under the circumstances. You may use Confidential Information only as necessary in exercising your rights under these Terms. You may not disclose any Confidential Information to any third party without our prior written consent, and you agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

(b) Confidential Information does not include any information that: (i) is or becomes generally available to the public through no fault of yours; (ii) you already possess without any

confidentiality obligations when you received it under these Terms; (iii) was or is later rightfully disclosed to you by a third party without any confidentiality obligations; (iv) we approved for release in writing; or (v) you independently developed without using or referencing any Confidential Information. You may disclose Confidential Information when required by law or the valid order of a court or other governmental authority if you give reasonable prior written notice to Yating of the disclosure.

(c) In the event of any conflict between the terms of this Section 4 and any non-disclosure agreement separately entered into between you and Yating, the latter shall control. Our Privacy Policy governs how we may use and disclose data, information and materials that you share with us pursuant to your use of the APIs and Content unless expressly agreed otherwise between you and Yating.

## 5. Security

(a) Your network, operating system and the software of your servers, databases, and computer systems must be properly configured to securely operate your Application and store content collected through your Application.

(b) You agree that Yating and its affiliates may monitor any API activity from its own systems to secure, ensure the quality of, and improve Yating systems, products and services; perform research; and ensure compliance with these Terms and all applicable laws. You will give Yating reasonable access to your Application to monitor compliance with these Terms. You will not interfere with this monitoring and Yating may use any technical means to overcome such interference.

(c) You must have a process to respond to any vulnerabilities or breaches in your Application. If you discover or a third party reports to you any vulnerabilities or breaches related to your Application's connection to the APIs, you will promptly contact Yating and provide details of the vulnerability or breach.

## 6. Privacy and Data Protection

(a) Your Compliance. You must comply with all laws and regulations applicable to your use of the APIs and the data accessed through the APIs and your Application, including without limitation laws related to the privacy of personally identifiable information ("Privacy Laws"), such as the European Union General Data Protection Regulation, Regulation (EU) 2016/679 ("GDPR"). Your Application must include your own user agreement and privacy policy, which are prominently located where users download or access your Application and accurately disclose to users how and what personal information you collect, use, store and share through your Application.

(b) Submission of Content. Yating does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your Application, except as expressly

provided in these Terms. For the sole purpose of enabling Yating and its affiliates to provide, secure, and improve the APIs (and related software, models, and algorithms), you give Yating and its affiliates a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to use, host, store, modify, communicate and publish all content submitted, posted or displayed to or from the APIs through your Application. When permissible under applicable Privacy Laws, the foregoing license survives consumer requests for deletion of personal data or Personal Information for the sole purpose of enabling Yating and its affiliates to provide, secure, and improve the APIs. Before you submit content to our APIs through your Application, you will ensure that you have the necessary rights (including rights from your end users) to grant us the license.

## 7. Modifications

You understand that we may change our rules and procedures relating to the use of the APIs at any time. We may also change or amend these Terms at any time in our sole discretion. We will post notice of changes within the documentation of each applicable API and/or to our website. Changes will not apply retroactively and will become effective after they are posted, examples such as for changes addressing new API functions or changes made for legal reasons. Your continued use of the APIs and Content after any change or amendment means you agree to such changes or amendments. If you do not agree to such changes or amendments, you must stop using the APIs and Content immediately and terminate these Terms.

## 8. Term and Termination

(a) Term. These Terms will take effect when you first use the APIs and will remain in effect until terminated according to these Terms (the "Duration").

(b) Our Right to Terminate; Suspension. We have the right to terminate these Terms, and suspend or revoke your access to all or any of the APIs and Content, at any time for any reason. When you receive notice from us, you will immediately stop using all APIs and Content.

(c) Your Right to Terminate. You may terminate these Terms by discontinuing the use of the APIs and Content.

(d) Your Obligation Post-Termination. Upon termination, all licenses granted within these Terms immediately and automatically expire and you must immediately cease using the APIs and Content. You will promptly destroy or return to Yating everything tangible or electronic that contains any Confidential Information.

(e) Survival. The provisions of these Terms which, by their nature, should survive termination or expiration of these Terms, including but not limited to Section 2(b) - 2(h); Section 4 (Confidentiality); Section 5 (Security); Section 6 (Privacy and Data Protection); Section 8 (Termination); Section 9 (Indemnification; Disclaimer of Warranties; Limitation of Liability),

Section 10 (Fees and Payments) and Section 11 (General Terms), shall survive and remain in effect after the expiration or termination of these Terms, and apply to respective permitted successors and permitted assigns.

## 9. Indemnification; Disclaimer of Warranties; Limitations on Liability

(a) Indemnity. You agree to defend, indemnify, and hold harmless us, our affiliates, and each of our employees, officers, directors, agents and representatives, from and against all claims, damages, losses, liabilities, judgments, penalties, fines, costs, and expenses (including attorneys' fees) arising from or relating to: (i) your breach of these Terms; (ii) your use of the APIs, Content, and Developer Documentation; (iii) your Application; (iv) any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users; (v) your actual or alleged infringement, misappropriation or violation of Yating, its affiliate's or any third party's intellectual property or proprietary rights.

(b) Disclaimer. THE APIs ARE LICENSED ON AN "AS IS" AND "AS-AVAILABLE" BASIS. YATING AND ITS AFFILIATES MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE APIs, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. YATING AND ITS AFFILIATES DO NOT WARRANT THAT THE APIs WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE OR SUCCEED IN RESOLVING ANY PROBLEM. YOU AGREE THAT USE OF THE APIs IS AT YOUR OWN RISK. YOU HAVE NO WARRANTY OR GUARANTEE UNDER THESE TERMS THAT THE OPERABILITY OF ANY OF YOUR APPLICATIONS RUNNING WITH THE APIs WILL BE MAINTAINED WITH ANY SUBSEQUENT OR GENERALLY AVAILABLE VERSIONS OF THE APIs OR THAT ANY VERSION OF THE APIs WILL EVER BE MADE AVAILABLE OR MARKETED. WE MAY DISCONTINUE PROVIDING THE API'S OR ACCESS TO OUR SYSTEM OR MAY CHANGE THE NATURE FEATURES, FUNCTIONS, SCOPE OR OPERATION THEREOF, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE OR FREE OF HARMFUL COMPONENTS.

(c) Limitations of Liability. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THESE TERMS. IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THESE TERMS SHALL BE LIMITED TO \$100 .

## 10. Fees and Payments

a) Fees. You agree to pay all fees or charges to your account (“Fees”) in accordance with the prices and billing terms in effect at the time the Fee is incurred. Except as otherwise provided in a separate agreement between you and Yating, the current API pricing is set forth on our API Service Documentation page located at <https://developer.yating.tw>. We reserve the right to correct any errors or mistakes that we identify even if we have already issued an invoice or received payment.

We reserve the right to change our prices at any time. We will post notice of price increases in the pricing or applicable terms to your account and/or to our website. Price increases will become effective no sooner than 14 days after they are posted, except for increases made for legal reasons, or increases made to Preview Services, which will be effective immediately. Any price changes will apply to the Fees charged to your account immediately after the effective date of the changes. If the change to any pricing or terms is not acceptable, your sole and exclusive remedy will be to cease using the API and cancel this Agreement. By continuing to use the service after notice of the change, you accept all such changes.

b) Taxes. Unless otherwise stated, Fees do not include federal, state, local, and foreign taxes, duties, levies, imposts, withholdings, and other similar assessments or any interest and penalties there on (“Taxes”). You are responsible for all Taxes associated with your purchase, excluding Taxes based on our net income. When required to do so, we will invoice you for such Taxes by adding the requisite amount to your Fees. You agree to timely pay such Taxes and promptly provide us with an original receipt showing the payment, together with such additional documentary evidence as we may from time to time reasonably require. You hereby confirm that Yating can rely on the name and address set forth in your account registration as being the place of supply for tax purposes. You agree to be responsible for keeping this information accurate and up-to-date in your Account Info.

c) Billing Information. You must provide your contact information, including bill-to address and email address, if applicable, as well as information for a valid payment method that you are authorized to use. It is your responsibility to maintain complete and accurate billing information.

d) Payments. Yating will charge your credit card or digital payment method on a monthly basis, but may change the date on which the charge is posted at any time. All Fees are payable in New Taiwan dollars and are due upon invoice issuance. All payment obligations are non-cancelable and all amounts paid are nonrefundable except as provided in this Agreement.

e) Payment Authorization. By providing us with credit card information or information for any supported digital payment method, you authorize Yating and its affiliates to store this information and to charge the credit card or digital payment method you have provided for the Fees when due until your account is terminated. In addition, you authorize us to use a third-party payment processor in processing payments. If you notify us to stop using a previously designated payment method and fail to designate an alternative, your credit card expires or is declined, your payment information requires an update, or your payment cannot be completed for any



other reason, we may provide you with notice via email and immediately suspend your use and access to the APIs until we receive payment.

f) Disputes and Late Payments. If you wish to dispute any Fees or Taxes, you must notify us in writing by emailing [contact@yating.tw](mailto:contact@yating.tw) within thirty (30) days of the date of the disputed invoice. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by us in collecting past due amounts. If any amount of your Fees are past due, we may suspend your API access after we provide you written notice of late payment. Any amounts due under this Agreement shall not be withheld or offset by you against amounts due to you for any reason.

g) Free Trial. If you start a free trial and cancel before you use up the free credits, you cannot reactivate the free trial.

## 11. General Terms

(a) Additional Terms. In addition to these Terms, your use or access of the APIs may also be subject to any other agreements you have with Yating. If you use the APIs as an interface to, or in conjunction with, other Yating products and services, then the terms of those products and services also apply to you and your end users.

(b) Relationship of the Parties. These Terms do not create a partnership, joint venture or agency relationship between you and Yating or any of Yating's affiliates. Yating and you are independent contractors and neither party will have the power to bind the other or to incur obligations on the other's behalf without the other party's prior written consent.

(c) Use of Brands. You will not use Yating's or any of its affiliates' names, logos, or trademarks, without our prior written consent.

(d) Republic of China (Taiwan) Federal Agency Entities. The APIs were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Republic of China (Taiwan) Federal Acquisition Regulation and agency supplements thereto.

(e) Assignment and Delegation. You may not assign or delegate any rights or obligations under these Terms, including in connection with a change of control. Any purported assignment and delegation shall be null and void. We may freely assign or delegate any and all rights and obligations under these Terms without notice to you.

(f) Equitable Remedies. You acknowledge that if you violate or breach these Terms, it may cause irreparable harm to Yating and its affiliates. Accordingly, you agree that, if you violate or breach these Terms, Yating shall have the right to seek injunctive relief against you in addition to any other legal remedies that Yating may have.

(g) Entire Agreement. These Terms and any policies incorporated in these Terms contain the entire agreement between you and Yating regarding the use of the APIs and supersedes any prior or contemporaneous agreements, communications, or understandings between you and Yating on that subject.

(h) Jurisdiction, Venue and Choice of Law. These Terms will be governed by the laws of the Republic of China (Taiwan). Except as provided in Section 11(k) below, all claims arising out of or relating to these Terms will be brought exclusively in the Taiwan Taipei District Court, and you and Yating each consents to personal jurisdiction in those courts.

(i) Notices. All notices will be in writing and will reference these Terms. We may notify you using the registration information you provided or the email address associated with your Application. Service will be deemed given on the date of receipt if delivered by email or on the date sent via courier if delivered by post. Yating accepts service of process at this address:

YaTing Intelligence Co., Ltd.  
Attn: [contact@yating.tw](mailto:contact@yating.tw)  
6F., No. 70, Sec. 1, Chengde Rd.,  
Datong Dist., Taipei City

(j) Waiver and Severability. If you do not comply with these Terms, and Yating does not take action right away, this does not mean the Yating is giving up any rights it may have (such as taking action in the future). If a particular term in these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that term will be enforced to the maximum extent permissible and it will not affect the enforceability of any other terms.

(k) Dispute Resolution. In the event of a dispute, claim, or controversy arising out of or in connection with these Terms or the breach, termination, enforcement, interpretation, or validity thereof (collectively, "Disputes"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute (other than for Disputes related to the intellectual property of a party, which will be resolved in litigation before the Republic of China (Taiwan) District Court).

(l) Class Waiver. Each party agrees that any Disputes between them must be brought against each other on an individual basis only. That means neither party can bring a Dispute as a plaintiff or class member in a class action, consolidated action, or representative action, in court, an arbitration proceeding or otherwise. In an arbitration proceeding, an arbitrator cannot combine more than one person's or entity's Disputes into a single case and cannot preside over any consolidated class or representative proceeding, and each party agrees the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought a Dispute and cannot impact or otherwise be used to decide Disputes with other people or entities, including other Yating customers or users. If for any reason a Dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim arising out of or relating to these Terms. If

a court decides that this Section 11(l) is not enforceable or valid, then this Section 11(l) will be null and void, but the rest of these Terms will still apply.

(m) Notice of Business Acquisitions, Combinations and Similar Transactions. If you are a corporation, limited liability company, limited partnership, trust or other entity, you will notify us in writing at least 30 days prior to consummating a transaction or a series of transactions in which you buy, sell, share or transfer one or more API keys pursuant to a business combination, acquisition, merger, joint venture, partnership transaction, purchase or sale of all or substantially all of the assets of an entity, or liquidation event.