Terms of Service

Prompt Sapper

April 19, 2023

Updated: April 13, 2023

Thanks for using `Prompt Sapper` (the "Service"). These Terms of Service (the "Agreement") constitute an agreement between you and the `Prompt Sapper` Team that governs your use of `Prompt Sapper` and all associated services, including but not limited to promptsapper.tech, aichain.store and aichain.online websites (collectively "`Prompt Sapper`"). This Agreement is entered into by `Prompt Sapper` and the entity or person agreeing to these terms (the "Customer," "You" or "Your") and govern the Customer's access to and use of the Services. By using `Prompt Sapper`, you affirm that you have read, understood, and accepted the terms and conditions in the Terms of Use. If you do not agree with any of these conditions, please do not use `Prompt Sapper`.

Your privacy is important to use. Please read our privacy policy carefully. Our privacy policy outlines how we handle your data.

This Agreement is effective when the Customer is presented with this Agreement and proceeds to use the Services (the "Effective Date") or to receive or distribute Assets. These terms may be updated and presented again to the Customer from time to time. Continued use of the Services constitutes acceptance of the updated terms. If You do not agree to this Agreement, please stop using the Services.

Other documents referenced here may also bind Customer's use of the Services, including the Community Guidelines below.

1 Service Availability and Quality

We are constantly improving the Services to make them better. The Services are subject to modification and change, including but not limited to the art style of Assets, and features available to the Customer. No guarantees are made with respect to the Services' quality, stability, uptime or reliability. Please do not create any dependencies on any attributes of the Services or the Assets. We will not be liable to You or Your downstream customers for any harm caused by Your dependency on the Service.

Both the Services and the Assets are provided to Customer on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Assets and assume any risks associated with use of the Services.

`Prompt Sapper` reserves the right to suspend or ban Your access to the Services at any time, and for any reason. You may not use the Services for competitive research. You may not reverse engineer the Services or the Assets. You may not use automated tools to access, interact with, or generate Assets through the Services. Only one user may use the Services per registered account. Each user of the Services may only have one account.

We reserve the right to investigate complaints or reported violations of our Terms of Service and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

2   Age Requirement

By accessing the Services, You confirm that You are at least 13 years old and meet the minimum age of digital consent in Your country. If You are old enough to access the Services in Your country, but not old enough to have authority to consent to our terms, Your parent or guardian must agree to our terms on Your behalf.

Please ask Your parent or guardian to read these terms with You. If You are a parent or legal guardian, and You allow Your teenager to use the Services, then these terms also apply to You and You are responsible for Your teenager's activity on the Services.

`Prompt Sapper` tries to make its Services PG-13 and family friendly, but the Assets are generated by an artificial intelligence system based on user queries. This is new technology and it does not always work as expected. No guarantees are made as to the suitability of the Assets for the Customer.

3   Community Guidelines

- Be kind and respect each other and staff. Do not promotes bigotry, discrimination, hatred, or violence against any individual or group;

- No adult content or gore. Please avoid making visually shocking or disturbing content. We will block some text inputs automatically.

- Banhammer. Any violations of these rules may lead to bans from our services. We are not a democracy. Behave respectfully or lose Your rights to use the Service.

4   Your information

By using the Services, You may provide `Prompt Sapper` with personal information like Your email address, name, and your usage data that You enter or provide. Our privacy policy can be found here.

5   Copyright and Trademark

5.1   Rights You give to `Prompt Sapper`

By using the Services, You grant to `Prompt Sapper`, its successors, and assigns a perpetual, worldwide, non-exclusive, sublicensable no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute text, and image prompts You input into the Services, or Assets produced by the service at Your direction. This license survives termination of this Agreement by any party, for any reason.

5.2   Your rights

Subject to the above license, You own all Assets You create with the Services, to the extent possible under current law. `Prompt Sapper` makes no representations or warranties with respect to the current law that might apply to You. Please consult Your own lawyer if You want more information about the state of current law in Your jurisdiction.

6   Usage Requirements

(a) **Use of Services.** You may access, and we grant you a non-exclusive right to use, the Services in accordance with these Terms. You will comply with these Terms and all applicable laws when using the Services.

(b) **Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements. If you provide any of these things, we may use it without restriction or compensation to you.

(c) **Restrictions.** You may not (i) use the Services in a way that infringes, misappropriates or violates any person's rights; (ii) reverse assemble, reverse compile, decompile, translate or otherwise

attempt to discover the source code or underlying components of models, algorithms, and systems of the Services (except to the extent such restrictions are contrary to applicable law). You will comply with any rate limits and other requirements in our documentation.

(d) Third Party Services. Any third party software, services, or other products you use in connection with the Services are subject to their own terms, and we are not responsible for third party products.

7   Content

(a) **Your Content.** By using our Service, you may provide input prompt and to the Services ("Input"), and receive output generated and returned by the Services based on the Input ("Output"). Input and Output are collectively "Content". As between the parties and to the extent permitted by applicable law, you own all Input and Output. Subject to your compliance with these Terms, `Prompt Sapper` hereby assigns to you all its right, title and interest in and to Output. This means you can use Content for any purpose, including commercial purposes such as sale or publication, if you comply with these Terms. `Prompt Sapper` may use Content to provide and maintain the Services, comply with applicable law, and enforce our policies. You are responsible for Content, including for ensuring that it does not violate any applicable law or these Terms. Please bear in mind that for any contents that related to third-party services, you are liable to read their privacy policies and terms of service.

(b) Use of Content to Improve Services. We may use Content from Services to help develop and improve our Services. We will only record the usage data, such as which webpage you visited and the time you spent, the component you trigger. **We do not record any prompts or output you use in our Services.** If you do not want your Content used to improve Services, you can opt out by sending an email to promptsapper@gmail.com. Please note that in some cases this may limit the ability of our Services to better address your specific use case.

(c) Performance. As we only provide an integrated development environment for you to leverage existing large language models, AI techniques as well as some basic programming functionalities like Python, we do not liable to the quality of the output of your created AI services. You should evaluate the accuracy of any Output as appropriate for your use case, including by using human review of the Output.

8   Limitation of Liability and Indemnity

We provide the service as is, and we make no promises or guarantees about it.

You understand and agree that we will not be liable to You or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however they arise.

You are responsible for Your use of the service. If You harm someone else or get into a dispute with someone else, we will not be involved.

If You knowingly infringe someone else's intellectual property, and that costs us money, we're going to come find You and collect that money from You. We might also do other stuff, like try to get a court to make You pay our attorney's fees. Don't do it.

9   Dispute Resolution

ALL LEGAL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE AGREEMENT) ("Dispute") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES. Sorry for putting that in caps, but hopefully You read it carefully. We're talking about serious and reasonably meritorious legal claims, not personal disputes that don't cause economic harm.

The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it shall be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules").

The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.

Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in the Agreement.

The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.