

TERMS OF SERVICE
Revised: February 28, 2026

1. ACCEPTANCE OF TERMS

ZeroGPU, Inc. (“ZeroGPU”) provides a technology-enabled platform for artificial intelligence (“AI”) inference-as-a-service, including access to ZeroGPU’s proprietary application programming interfaces (“APIs”), software development kits (“SDKs”, and together with APIs, “Integrations”), dashboards, documentation, software, and related services that route and execute inference workloads using distributed and/or idle compute resources (which may include third-party cloud, edge, and mobile devices) and any associated websites, subdomains, and applications, including <https://zerogpu.ai/> (collectively, the “Services”). Your access to and use of the Services is subject to and governed by these Terms of Service (these “Terms”) and any additional policies, guidelines, or other terms referenced in or made available through the Services (collectively, “Policies”). ZeroGPU may update these Terms from time to time by posting the revised Terms on the Services with a new “Revised” date. Where required by applicable law, ZeroGPU will obtain your affirmative consent to material updates. Your continued use of the Services after any such update constitutes your acceptance of the updated Terms, except where affirmative consent is required by law. You can access and review the most current version of these Terms at the URL for this page or by clicking on the “Terms of Service” link within the Services, or as otherwise made available by ZeroGPU.

PLEASE REVIEW THESE TERMS CAREFULLY. BY REGISTERING FOR AN ACCOUNT, CLICKING “I ACCEPT” OR A SIMILAR BUTTON OR CHECKBOX, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL POLICIES INCORPORATED HEREIN BY REFERENCE. IF ZEROGPU UPDATES THESE TERMS, YOUR CONTINUED USE OF THE SERVICES AFTER NOTICE OF SUCH UPDATES (OR YOUR AFFIRMATIVE ACCEPTANCE WHERE REQUIRED BY LAW) CONSTITUTES YOUR ACCEPTANCE OF THE UPDATED TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

THESE TERMS REQUIRE FINAL AND BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, OR YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING THE VALIDITY, APPLICABILITY, OR INTERPRETATION OF THESE TERMS, AND YOU AGREE THAT ANY SUCH CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION, ARBITRATION, OR OTHER SIMILAR PROCESS. PLEASE REVIEW SECTION 16 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

If you are entering into these Terms, you represent and warrant that you: (i) are of legal age to form a binding contract; (ii) have the capacity and authority to agree to and abide by these Terms; and (iii) are not a person barred from using the Services under the laws of any applicable jurisdiction. THE SERVICES ARE NOT INTENDED FOR USERS UNDER THE AGE OF 18 OR THE LOWEST AGE PERMITTED BY APPLICABLE LAW, AND SUCH USERS ARE EXPRESSLY PROHIBITED FROM SUBMITTING ANY PERSONAL DATA TO OR USING ANY ASPECT OF THE SERVICES, AND BY ACCESSING OR USING THE SERVICES, YOU AGREE, REPRESENT, AND WARRANT THAT YOU MEET THE FOREGOING AGE REQUIREMENT.

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MAY NOT ACCESS OR USE THE SERVICES.

2. RIGHTS TO THE SERVICES

(a) **License to the Services.** Subject to and conditioned on your, and your authorized employees, contractors, or other authorized users' (collectively, "Authorized Users"), strict compliance with these Terms and any Policies, ZeroGPU hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services: (i) during the period beginning on the date you first accept these Terms and continuing until these Terms are terminated in accordance with Section 14 (the "Term"); and (ii) for your internal business purposes or as otherwise permitted by ZeroGPU. Your access to and use of the Services must comply in all respects with any usage limitations, technical documentation, and other usage guidelines posted by ZeroGPU or otherwise communicated to you, including without limitation any limits based on tokens, requests, throughput, rate limits, concurrency, or other consumption metrics ("Usage Limits"). You acknowledge that exceeding Usage Limits may result in service degradation, additional charges, or suspension of access to the Services.

(b) **Responsibility for Content.**

(i) All information, data (including information received or provided by you, either directly or indirectly through your use of the Services), text, documents, and other materials accessible, either directly or indirectly, through the Services ("Data") are the sole responsibility of the party from whom such information, data, text, documents, or materials originated. For the avoidance of doubt, any Data received by ZeroGPU through any Third Party Services (as defined below) shall be considered your data regardless of whether provided by you or a Third Party Provider (as defined below). You acknowledge and agree that: (A) the Services may provide access to or rely on Data from third parties (including, without limitation, from Third Party Providers); (B) you, and not ZeroGPU, are entirely responsible for all Data (if any), including ensuring the accuracy, completeness, and integrity of such Data, that you or, if applicable, users authorized by you (such users, "Authorized Users"), submit, upload, email, transmit, or otherwise make available, either directly or indirectly, through the Services or to ZeroGPU; and (C) you are solely responsible for giving all required notices to and obtaining all necessary consents, permissions, and authorizations from all applicable third parties (including data subjects, if applicable), and you represent and warrant that you have done so, before: (1) submitting Data through or to the Services or ZeroGPU; and (2) receiving inference results, compute data, resource allocation or routing information, or other data returned to you through the Services as a result of the execution of inference workloads ("Output").

(ii) You further hereby represent and warrant that (A) you have and have obtained all necessary rights and licenses to make, submit, upload, email, transmit, or otherwise make available all Data for ZeroGPU to exercise its rights granted and fulfill its obligations set forth herein, including as necessary for ZeroGPU to process any Data you submit or make available, either directly or indirectly, to the Services in accordance with these Terms and (B) that your submission of Data to ZeroGPU, either directly or indirectly, will not violate these Terms, any ZeroGPU usage guidelines or other policies, or any laws applicable to such Data, including without limitation intellectual property laws and any privacy or data protection laws governing any personal or sensitive information. You shall not submit, upload, or otherwise make available to or through the Services any (1) protected health information as defined under the Health Insurance Portability and Accountability Act ("HIPAA"), (2) biometric identifiers or biometric information as defined under any applicable biometric privacy law, or (3) any other categories of sensitive personal data as defined under applicable data protection laws (collectively, "Sensitive Data"), unless you have provided prior written notice to ZeroGPU at hello@zerogpu.ai and the parties have executed any additional data processing agreements or amendments required by applicable law to govern the processing of such Sensitive Data. Any submission of Sensitive Data without such prior notice and agreements shall constitute a material breach of these Terms.

(c) **Accounts.** To access and use the Services, you and, if applicable, each Authorized User will need to create an account with ZeroGPU (an "Account").

(i) If you are entering into these Terms on your own behalf as an individual, ZeroGPU may request further information from you, including personally identifiable information, in order to create

and authenticate your Account. You may not share access to your Account or authentication credentials (including passwords, API or SDK keys, access tokens, or similar access mechanisms, “Credentials”) with any third party, except to Authorized Users as expressly permitted by these Terms. You must implement and maintain reasonable security measures to protect your Credentials from unauthorized access or use. You are fully responsible for all activities that occur under your Account, even if such activities were not authorized by you. You agree to notify ZeroGPU immediately of any unauthorized use of your Account or any other breach of security.

(ii) If you are entering into these Terms on behalf of a company or other legal entity, you shall ensure that each Authorized User creates an Account before accessing and using the Services. Each Authorized User may not share access to their Account or Credentials with anyone. You are fully responsible and liable for all activities that occur under any Account associated with you or your Authorized Users, even if such activities were not authorized by you or the applicable Authorized User. You agree to notify ZeroGPU immediately of any unauthorized use of an Account or any other breach of security.

3. DATA PRIVACY

(a) **ZeroGPU Privacy Policy.** In addition to these Terms, the ZeroGPU Privacy Policy, available at <https://zerogpu.ai/privacy-policy> (the “Privacy Policy”), applies to how ZeroGPU may process information provided as part of the Services. As applicable, you acknowledge and agree that by accessing or using the Services, ZeroGPU may receive certain information about you, including personal data, as set forth in the Privacy Policy, and ZeroGPU may collect, use, disclose, store, share, transfer and process such personal data in accordance with such Privacy Policy, which may be amended from time-to-time.

(b) **Data Processing Agreement.** If you submit or make available any Sensitive Data in accordance with Section 2(b)(ii), each party shall comply with any such data processing agreements or amendments as ZeroGPU deems necessary in its reasonable discretion or as may be required by applicable law, which shall be incorporated herein by reference upon execution. Any submission of Sensitive Data not in compliance with this Section 3(b) and Section 2(b)(ii) shall constitute a material breach of these Terms.

(c) **AI Model Providers.** You acknowledge that, in the course of providing the Services, ZeroGPU may transmit or otherwise make available your Data (including any personal data contained therein) to third-party AI model providers, cloud infrastructure providers, and other compute resource providers (collectively “AI Providers”) in order to route and execute inference workloads on your behalf. ZeroGPU acts as a data controller with respect to such processing and is responsible for ensuring that appropriate safeguards are in place with such AI Providers, including data processing agreements where required by applicable data protection laws.

4. PROPRIETARY RIGHTS

(a) **License to Data You Upload.** You hereby grant ZeroGPU and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made all content (in any form and any medium, whether now known or later developed) that you provide, including any Data, in connection with the Services solely to the extent necessary for ZeroGPU to exercise its rights granted and fulfill its obligations set forth herein. You acknowledge and agree that the technical processing and transmission of data associated with the Services, may require: (i) transmissions over various networks and across borders; and (ii) modifications to conform, connect, and adapt to technical requirements of networks or devices.

(b) **Ownership of the Services.** The Services provided to you hereunder or any product or service available to you through the Services are licensed, not sold or assigned, and ZeroGPU retains and reserves all rights not expressly granted in these Terms. You acknowledge and agree that, as between you and ZeroGPU, ZeroGPU and its licensors own all right, title, and interest

(including all intellectual property rights) in and to the Services, and any software, interfaces, APIs, SDKs, documentation, templates, workflows, and other materials made available by ZeroGPU as part of the Services, excluding your Data. All rights not expressly granted to you in these Terms are reserved by ZeroGPU and its licensors. You acquire no rights or licenses in or to the Services, ZeroGPU's intellectual property, or any third-party intellectual property, except as expressly set forth in these Terms.

(c) **Aggregated Data.** Notwithstanding anything to the contrary, ZeroGPU shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning your Data and data derived therefrom, usage metrics and technical logs derived from operation of the Services) in de-identified and aggregated form ("Aggregated Data"), and ZeroGPU will be free (during and after the Term) to (i) use Aggregated Data to operate, maintain, improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other ZeroGPU products and services, and (ii) disclose Aggregated Data solely in de-identified form in connection with ZeroGPU's business, products and services. ZeroGPU shall own all right, title, and interest in and to the Aggregated Data, provided that such Aggregated Data does not identify or allow identification of you or your users, and ZeroGPU will not attempt to re-identify any de-identified data.

(d) **Trademarks.** Except as expressly authorized herein, you may not use "ZeroGPU" or any of ZeroGPU's names, brands, trademarks, service marks or logos that ZeroGPU makes available on the Services ("Marks"). ZeroGPU claims trademark protection over all such Marks. You will not remove or alter the Marks or any proprietary notices on or within the Services. The Marks may not be included in or as part of any registered corporate name, any other logo, or service or product name. You may not create any derivative works of the Marks or use the Marks in a manner that creates or reasonably implies an inaccurate sense of endorsement, sponsorship, or association with ZeroGPU. You will not otherwise use business names or logos in a manner that can mislead, confuse, or deceive any third party. All use of the Marks and all goodwill arising out of such use will inure to ZeroGPU's benefit.

5. USER CONDUCT AND RESTRICTIONS

(a) **Prohibited Conduct.** In your use of the Services, you will not:

(i) use, reproduce, modify, adapt, create derivative works from, sublicense, publicly perform, publicly display, distribute, sell, lease, rent, make, have made, assign, pledge, transfer or otherwise grant rights to the Services, except as expressly permitted under these Terms;

(ii) reverse engineer, disassemble, decompile, translate, or otherwise attempt to derive trade secrets, algorithms, or the source code, architectural framework, or data records, within or associated with the Services;

(iii) interfere with or disrupt the integrity or performance of the Services, including by disrupting the ability of any other person to use or enjoy the Services;

(iv) provide use of the Services on a service bureau, rental, reselling, or managed services basis, provide, or permit other individuals or entities to create Internet "links" to the Services or "frame" or "mirror" the Services on any other server, or wireless or Internet-based device;

(v) access the Services for the purpose of developing, marketing, selling, or distributing any product or service that competes with or includes features substantially similar to the Services;

(vi) violate any applicable local, state, provincial, federal, or international law or regulation, or use the Services for any illegal, unauthorized, or otherwise improper purposes, including to store or transmit malicious code, to generate or facilitate unlawful content, or to store or transmit material in violation of third-party privacy rights;

- (vii)remove or obscure any proprietary notice that appears within the Services;
 - (viii)impersonate any person or entity, including ZeroGPU personnel, or falsely state or otherwise misrepresent your affiliation with ZeroGPU, or any other entity or person;
 - (ix)forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services;
 - (x)take any action that imposes an unreasonable or disproportionately heavy load on the Services or its infrastructure;
 - (xi)use spiders, crawlers, robots, scrapers, automated tools, or any other similar means to access the Services other than through ZeroGPU’s documented APIs and SDKs and in accordance with these Terms and any applicable Usage Limits; or
 - (xii)download, reproduce, or archive any substantial portion of the Services other than as incidentally necessary for your permitted use.
- (b) **Prohibited Content.** You will not upload, submit, post, email, store, transmit, or otherwise make available, either directly or indirectly or through a Third Party Service, any Data that:
- (i)is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, hateful, discriminatory, libelous, invasive of another’s privacy, hateful, or otherwise objectionable;
 - (ii)may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement);
 - (iii)infringes, misappropriates, or otherwise violates any patent, trademark, trade secret, copyright, or other proprietary right of any person;
 - (iv)violates any person’s privacy, likeness, publicity, personality, or similar rights;
 - (v)consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages, or any other form of solicitation;
 - (vi)contains software viruses or any other code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware; or
 - (vii)consists of information that you know or have reason to know is false or inaccurate.
- (c) **Enforcement.** ZeroGPU shall have sole discretion and control over (i) moderating and removing any Data in any ZeroGPU Forum and (ii) determining whether any Data violates these Terms or any guidelines set forth by ZeroGPU or otherwise. ZeroGPU’s failure to enforce any of these restrictions or guidelines shall not act as a waiver for any future enforcement, will not be considered a breach of these Terms by ZeroGPU, and does not create a private right of action for any other party.

6. CONFIDENTIALITY

- (a) **Confidential Information.** “Confidential Information” shall mean all information identified in good faith by either party as being confidential or proprietary or information that, under the circumstances, a reasonable person would assume to be confidential or proprietary. Confidential Information shall include research, product plans, products, services, customers, customer lists, markets, software, developments, processes, formulas, technology, designs, drawings, engineering, blueprints, hardware configuration information, marketing, finances, or other business information provided by either party. Confidential Information may include third party information as to which the disclosing party has an obligation of confidentiality. All Data you provide, either directly or indirectly or through a Third Party Service, shall be considered your Confidential Information.

(b) **Exceptions.** Confidential Information shall not include information that: (a) can be demonstrated to have been publicly known at the time of the disclosing party's disclosure of such Confidential Information to the receiving party; (b) becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; (c) can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such Confidential Information; (d) is provided to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (e) is required to be disclosed by law, provided, however, that the receiving party shall take reasonable actions to minimize such disclosure and promptly notify the disclosing party in advance of such disclosure, to the extent permitted by law, so that the disclosing party may take lawful actions to avoid or minimize such disclosure.

(c) **Obligations.** Each party agrees that it will use the Confidential Information provided by the other party only as necessary to exercise its rights and discharge its obligations under these Terms and for no other purpose without the prior written consent of the disclosing party. Neither party shall disclose to a third-party Confidential Information of the other party, except to its employees, contractors, and professional advisors who have a legitimate need to know such information and who are bound by confidentiality obligations at least as protective as those contained herein. To maintain in confidence the Confidential Information of the disclosing party, the receiving party shall use the same degree of care as it uses to protect the confidentiality of its own Confidential Information of like nature, but no less than a reasonable degree of care.

7. **FEEDBACK**

If you elect to provide or make available to ZeroGPU any suggestions, comments, ideas, improvements or other feedback relating to the Services as provided through the Services or otherwise ("Feedback"), ZeroGPU shall own and be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Feedback in any form and any medium (whether now known or later developed), without credit or compensation to you.

8. **FEES**

(a) **Payment.** You shall pay all fees for the Services and any features, usage, or plans you order through the Services as set forth in the applicable order confirmation page, order flow, dashboard, or other ordering interface made available by ZeroGPU ("Fees"). Fees may be based on usage (including token-based, request-based, compute-based, throughput-based, or similar consumption metrics), subscription commitments, or a combination thereof, as described in the Services or an applicable ordering interface. Unless otherwise expressly stated by ZeroGPU in writing, all Fees are due and payable at the time of purchase or, for usage-based charges, as described in the Services, and you authorize ZeroGPU to charge your selected payment method accordingly.

(b) **Subscriptions and Usage Plans.** If you are accessing the Services pursuant to a monthly, annual or other subscription or recurring plan (each, a "Subscription"), any termination of these Terms prior to the end of the then-current billing period will take effect at the end of the then-current billing period, unless these Terms permit earlier termination or suspension. If you cancel your Subscription, you will continue to have access to the relevant portions of the Services through the end of your then-current billing period, subject to these Terms. You must cancel your Subscription prior to 11:59 p.m. UTC on the day before your next recurring billing date in order to avoid being charged for the next billing period. If you do not timely cancel your Subscription, your Subscription will renew at the price in effect at the time of renewal or as notified by ZeroGPU prior to the renewal date, without any additional action by you, and you authorize ZeroGPU to charge your payment method for such amounts. To cancel a Subscription, you may navigate to your Account and follow the instructions provided therein or contact ZeroGPU at hello@zerogpu.ai.

(c) **Payment Terms and Third Party Providers.** All payments will be made in United States dollars and, except as required by applicable law or expressly stated by ZeroGPU in writing, are non-refundable. You hereby (i) acknowledge and agree that ZeroGPU uses or may use a third party payment provider in connection with its collection of Fees (the “Payment Provider”), (ii) acknowledge and agree that ZeroGPU will not be responsible for any payments as a result of your failure to provide up-to-date and accurate information to the Payment Provider, and (iii) acknowledge and authorize ZeroGPU and the Payment Provider to charge all Fees to your chosen payment method. As with all third-party providers, ZeroGPU is not a party to any agreement between you and the Payment Provider, and ZeroGPU does not control the Payment Provider’s privacy and data security policies. ZeroGPU reserves the right to change Payment Providers at any time.

(d) **Late Payments.** If you fail to pay any past due invoice or if a charge to your payment method is declined or reversed, ZeroGPU may revoke or suspend access to the Services until such time as you bring your account completely current. ZeroGPU may charge interest on all past due amounts at a rate of 1.5% per month or the highest rate allowed by applicable law, whichever is lower.

(e) **Taxes.** All Fees exclude any and all taxes and similar fees now in force, enacted or imposed in the future on the transaction, delivery of the Services, including any sales, use or value added taxes, goods and services tax, consumption tax, customs duties or similar charges, but excluding withholding taxes and taxes solely based on ZeroGPU’s net income, and you shall be responsible for payment of all such taxes, duties and charges, and any related penalties and interest arising from the payment of such amounts.

9. **DEALINGS WITH THIRD PARTIES**

(a) **Third Party Providers.** The Services may include or provide access to products, services, content, data, or offerings owned by or licensed to third parties, including by AI Providers (“Third Party Providers”). You acknowledge that different terms of use and privacy policies may apply to your use of such third-party products and services, including through Third Party Services (as defined below), and that such terms and policies are solely between you and the Third Party Provider. You agree that ZeroGPU does not endorse any Third Party Provider and is not responsible or liable for any issues related to third party services.

(b) **Third Party Services.** The Services may include, provide access to, or allow you to enable integrations with various APIs, whether yours or a Third Party Provider’s, and products, services, content, or offerings (collectively, “Third Party Services”). You acknowledge and agree that (i) you are responsible for acquiring any necessary rights to use any such Third Party Services, and (ii) ZeroGPU does not guarantee compatibility with any Third Party Services and ZeroGPU shall not be responsible for any changes or new developments in any Third Party Service which may interrupt your use of, access to or interaction with the Services. You hereby represent and warrant that you shall have all rights and licenses necessary to use the Third Party Services as intended. If you request the integration of any Third Party Services for use with the Services, you acknowledge that ZeroGPU may allow Third Party Providers to access your Data to the extent required for the interoperation of such Third Party Services with the Services. ZeroGPU will not be responsible for any disclosure, modification, or deletion of any Data resulting from any such access by Third Party Providers, and you are responsible for providing any and all instructions to such Third Party Providers about the use and protection of such Data.

(c) **Generative AI.** YOU ACKNOWLEDGE AND AGREE THAT AI MODELS PROVIDE CERTAIN GENERATIVE AI FUNCTIONALITIES THAT INFORM THE OUTPUTS, AND THAT ZEROGPU MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUCH AI MODELS. ZeroGPU reserves the right to change, at any time with or without notice to you, which AI Providers, if any, that the Services use or are linked to. ZeroGPU may, but is not required to, use or link to any AI Providers or AI models requested by you for your use of the Services as set forth herein to the extent: (i) commercially and technologically feasible, as

determined in ZeroGPU's sole discretion; (ii) such AI Provider or AI model does not pose a security threat or similar risk; and (iii) ZeroGPU reserves the right to revoke or terminate such use or link. For the avoidance of doubt, you represent and warrant that to the extent any of your Data includes Sensitive Data, you have provided all necessary notices and received all necessary consents for ZeroGPU to process and use such Sensitive Data in connection with generative AI functionalities and other large language models.

(d) **Data Extraction.** You shall not use the Services or any Third Party Service to perform any data scraping, web scraping, web harvesting, web data extraction, or similar tasks unless you have all necessary rights, licenses, and consents to do so.

10. INDEMNIFICATION

You shall indemnify and hold ZeroGPU and its affiliates, and each of their officers, directors, members, managers, employees, agents, partners and licensors (collectively, "ZeroGPU Parties") harmless from and against all losses, damages, costs, liabilities, and expenses, including reasonable attorneys' fees, to the extent resulting from or arising out of any third-party claim, demand, or action due to or arising from (i) Data you provide to ZeroGPU; (ii) your use of any Output generated through the Services; (iii) your or any Authorized User's violation of these Terms, any Policy, any applicable law, or any rights (including intellectual property or privacy rights) of another party; or (iv) your or any Authorized User's access to or use of the Services, except as expressly permitted in these Terms.

11. DISCLAIMER OF WARRANTIES

(a) **General Disclaimer.** YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ZEROGPU PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICES (INCLUDING ANY OUTPUTS) WILL BE ACCURATE, RELIABLE, OR SUITABLE FOR YOUR PURPOSES.

(b) **No Implied Representations and Warranties.** THE ZEROGPU PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, OR ERROR-FREE; OR (iii) DATA OR OUTPUTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, CURRENT, OR COMPLETE.

(c) **Non-Reliance.** ALL DATA AND OUTPUTS MADE AVAILABLE THROUGH THE SERVICES ARE MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY AND APPROPRIATENESS OF ALL DATA AND OUTPUTS BEFORE TAKING OR OMITTING ANY ACTION. YOU SHOULD NOT RELY ON THE SERVICES AND YOU SHOULD NOT USE THE SERVICES FOR ADVICE OF ANY KIND.

(d) **Disclaimer Limitation.** THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTIES SHALL BE LIMITED TO THE MINIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. LIMITATION OF LIABILITY

(a) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ZEROGPU PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA OR GOODWILL, OR COST OF COVER, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY,

PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE ZEROGPU PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL THE ZEROGPU PARTIES' AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES EXCEED THE AMOUNT PAID BY YOU TO ZEROGPU FOR ACCESS TO THE SERVICES WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM(S) AROSE. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. BETA SERVICES

(a) **Beta Services Disclaimer.** AS FURTHER SET FORTH IN SECTION 11, ALL SERVICES LABELED ALPHA, BETA, PRE-RELEASE, TRIAL, PREVIEW OR SIMILARLY ("Beta Services") ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS, AND YOUR USE OF SUCH BETA SERVICES IS AT YOUR SOLE RISK AND ZEROGPU DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS OF ANY KIND. ZeroGPU has no obligations in connection with or in the course of providing the Beta Services. Any expectations and estimates regarding Beta Services are based on factors currently known and actual events or results could differ materially. ZeroGPU does not assume any obligation to update any Beta Services. In addition, any information about ZeroGPU's roadmap outlines ZeroGPU's general product direction and is subject to change at any time without notice. It is for informational purposes only and shall not be incorporated into these Terms or any contract or other commitment. ZeroGPU undertakes no obligation either to develop the features or functionality provided in the Beta Services, or to include any such feature or functionality in a future release of the Services. You expressly acknowledge that the Beta Services have not been fully tested and may contain defects or deficiencies which may not be corrected by ZeroGPU. The Beta Services may undergo significant changes prior to release of the corresponding generally available final version.

(b) **Beta Services Liability Waiver.** NOTWITHSTANDING SECTION 11(d), WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, ZEROGPU'S LIABILITY AND THAT OF ITS SUPPLIERS AND AUTHORIZED PARTNERS SHALL BE LIMITED TO THE SUM OF ONE HUNDRED DOLLARS (\$100) FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THE BETA SERVICES.

14. SUSPENSION AND TERMINATION

(a) **Termination or Suspension for Cause.** If you violate these Terms, ZeroGPU may, with or without notice to you, immediately suspend, or terminate your access to and use of the Services without any liability to you. In the event you become insolvent or bankrupt, become the subject of any proceedings under bankruptcy, insolvency or debtor's relief law, have a receiver or manager appointed, make an assignment for the benefit of creditors, or take the benefit of any

applicable law or statute in force for the winding up or liquidation of such party's business, ZeroGPU may immediately terminate your access to and use of the Services without any liability to you.

(b) **Right to Modify Services.** ZeroGPU reserves the right at any time to modify, suspend, or discontinue the Services (or any portion thereof) with or without notice, and ZeroGPU shall not be liable to you or any third party for any such modification or discontinuance.

(c) **Effect of Termination; Survival.** Upon termination of these Terms for any reason: (i) subject to applicable law and the Privacy Policy, ZeroGPU may delete your Data and other information associated with your Account; (ii) you will immediately cease your use of the Services; and (iii) any provision that, by its terms, is intended to survive the expiration or termination of these Terms shall survive such expiration or termination. Further, you agree that ZeroGPU shall not be liable to you or any third party for any termination of your Account or access to the Services.

15. GOVERNING LAW

These Terms shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws, and the laws of the State of Texas, without regard to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms, regardless of the states in which the parties do business or are incorporated.

16. BINDING ARBITRATION AND CLASS ACTION WAIVER

(a) **Binding Arbitration.** ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT (DEFINED FOR THE PURPOSES OF THESE TERMS AS A COURT OF LIMITED JURISDICTION THAT MAY ONLY HEAR CLAIMS NOT EXCEEDING \$20,000) IF YOUR CLAIMS ARE WITHIN THE COURT'S JURISDICTION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

(b) **Arbitration Procedure.** The arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA's rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees shall be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that such hearing shall be conducted in Travis County, Texas or at another location mutually agreed upon by the parties in writing, or if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

(c) **Class Action Waiver.** WE EACH AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR OTHER SIMILAR PROCESS (INCLUDING ARBITRATION). IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, *FORUM NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

(d) **Injunctive Relief.** Notwithstanding anything to the contrary, either party may seek temporary, preliminary, or permanent injunctive relief and any other equitable remedies from any court of competent jurisdiction in Travis County, Texas, whether in aid of, pending, or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section 16, and both parties consent to the exclusive jurisdiction and venue of such courts for such purposes.

(e) **Effect of Changes.** If ZeroGPU implements any material change to this Section 16, ZeroGPU shall provide at least thirty (30) days' prior written notice of such change to your email address on file or through prominent notice on the Services. Such change shall not apply to any Claim for which you provided written notice to ZeroGPU before the implementation of the change. Your continued use of the Services after the effective date of such change shall constitute your acceptance of the modified dispute resolution terms.

17. LEGAL COMPLIANCE

You represent and warrant that you will comply with all applicable foreign, federal, state, and local laws, rules and regulations, including without limitation, U.S. export laws and import and use laws of the country where the Services are delivered or used and that you are not: (i) located in, organized under the laws of, or ordinarily resident in a country or territory that is subject to a U.S. Government embargo or comprehensive sanctions, or designated by the U.S. Government as a country supporting terrorism; and (ii) listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals and Blocked Persons List, the Denied Persons List, or the Entity List.

18. U.S. GOVERNMENT ENTITIES

This section applies to access to or use of the Services by a branch or agency of the United States government. The Services include "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212 and qualifies as "commercial items" as defined in 48 C.F.R. § 2.101. Such items are provided to the United States government: (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. § 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. §§ 227.7202-1 and 227.7202-3. The United States government shall acquire only those rights set forth in these Terms with respect to the such items, and any access to or use of the Services by the United States government constitutes: (a) agreement by the United States government that such items are "commercial computer software" and "commercial computer software documentation" as defined in this section; and (b) acceptance of the rights and obligations herein.

19. CALIFORNIA USERS & RESIDENTS

In accordance with California Civil Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting such unit in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

20. GENERAL PROVISIONS

These Terms constitute the entire agreement between you and ZeroGPU concerning your access to and use of the Services and supersede all prior and contemporaneous oral or written negotiations and agreements between you and ZeroGPU with respect to such subject matter. In the event of any conflict between these Terms and any Policies, the following order of precedence will apply: (i) these Terms; and (ii) the Policies. These Terms may not be amended by you except in a writing executed by you and an authorized representative of ZeroGPU. You hereby consent and authorize ZeroGPU to contact and communicate with you through electronic means, including through email. Except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. For the purposes of these Terms, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." You may not assign or delegate any right or obligation under these Terms without the prior written consent of ZeroGPU. The failure of ZeroGPU to exercise or enforce any

right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of these Terms. Any prevention of or delay in performance by ZeroGPU hereunder due to labor disputes, acts of god, failure of the Internet, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

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