

# atypica.AI Terms of Service

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Welcome to atypica.AI (hereinafter referred to as "the Service")!

atypica.AI is independently developed by BMRLab (hereinafter referred to as "We"), primarily providing commercial research services based on language models, through the "Creative Reasoning" intelligent agent framework to understand and simulate the subjective decision-making process of consumers, helping enterprises to gain insights into those factors that are difficult to quantify (such as emotions, cognition, and preferences), thereby optimizing business decisions and strategy formulation. Any unit or individual should carefully read and strictly comply with all the contents of this Agreement (especially the bold and underlined contents) before using the Service. This Agreement also applies to any subsequent upgrades or updates of the Service. We have the right to revise the contents of this Agreement within the scope of the law from time to time. If you do not agree with the contents of this Agreement, you have the right to stop using the Service. **Once you check the atypica.AI User Agreement or use atypica.AI, it is deemed that you agree to comply with all the contents of this Agreement.**

If you are under the age of majority in your jurisdiction (typically 18 years old), please read this Agreement with your legal guardian and use this product with the consent of your legal guardian.

Special Reminder: When you use this Service to provide advice, recommendations, or make subjective decisions in high-risk areas that directly affect your personal interests, you should invite professionals in relevant fields to review the content before dissemination or final decision-making. High-risk use cases include but are not limited to legal consultation, healthcare, finance, insurance, employment, housing, school selection, professional news content, etc.

## 1. Account Management

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according to the page prompts. You can choose to register with a mobile phone number or email; we provide SSO login configuration services for enterprise customers.

- When you complete the registration process or use the Service in other ways, you should be a natural person, legal person, or other organization with full civil rights and full capacity for civil conduct.
- You should properly keep your login account, password, verification code, and other account information. We will not actively ask you for your account login password or mobile verification code. All operations performed through this account are deemed to be your own actions, and the consequences (including but not limited to account theft, password leakage, etc.) shall be borne by you.
- Normally, one user account corresponds to a unique user ID. Your user ID is the only identity identifier for all your activities. You should bear legal responsibility for all activities and events under your account. If you are an enterprise user, all behaviors under your account are deemed to be the behaviors of the enterprise.

## Account Freezing, Cancellation, and Appeal

### Freezing

When the following situations occur, we have the right to freeze your account, and we will notify you by email, webpage pop-up, or other means: (1) You violate this Agreement or other agreements, terms and product use rules of the Service; (2) We reasonably analyze and judge that your account operation behavior is abnormal; (3) Your behavior is complained or reported by others, and the other party has provided relevant evidence, and you have not provided contrary evidence within the specified period as required by us; (4) The government or judicial authority requires freezing; (5) Other violations of national laws, regulations, and policy provisions.

### Account Deletion

You can send an account deletion request to our email. **Please note that once your account is deleted, all your content on this Service (including but not limited to account information, historical conversations, etc.) will be permanently deleted. You will still be responsible for your actions during the period of using this Service before the account deletion.**

Your account will be deleted under the following circumstances: (1) When required by national authorities; (2) When you personally apply/operate the deletion procedure; (3) When you violate this Agreement or other agreements/terms/rules of this Service, and your account is frozen, and you do not provide any clear feedback within 30 days after we send you a written notice; (4) When your account has not been logged in for 24 consecutive months, and there are no unexpired or unused services, we have the right to complete the deletion procedure of your account within 15 working days after sending you a written notice.

In the event of the above mentioned account freezing or deletion, you should pay timely attention. If you have any objections, you can appeal to us according to the contact method in Article 10 of this Agreement. For the safety of your account, you should cooperate with us to provide identity certificates and related materials truthfully for our verification. After receiving your appeal application, we will process it within 15 working days. You fully understand that we have the right to agree or reject your appeal request based on reasonable judgment.

## 2. Subscription Services

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You should ensure that you have the qualifications to sign and perform the rights and obligations under the subscription service, and always have full civil rights capacity and full capacity for civil conduct.

You can select the paid content you need to activate and make payment according to the prices displayed on the page. With market changes, business adjustments, product upgrades and other factors, we may adjust the specific content of services and related fees. The specific adjustments shall be subject to the published information.

You can pay according to the prices displayed on the page as agreed. If you need an invoice after payment, you can contact us separately. The invoice header must be consistent with the paying entity.

### Refund Policy

#### Refund Window

- All purchases and subscriptions are eligible for refunds within 7 days
- Refund requests after 7 days will not be accepted

#### One-Time Token Purchase Refunds

- Purchased tokens (including bonus tokens) can be refunded within 7 days
- Refund amount will deduct the cost of tokens already used

#### Subscription Refunds

- Pro/Max/Team subscriptions can be refunded within 7 days of purchase
- Refund amount will deduct the cost of tokens used and the validity period elapsed

#### Team Subscription Refunds

- Team subscription refunds must be initiated by the team administrator
- Refunds are calculated based on the entire team's usage

reasons, you shall bear all losses caused thereby.

### 3. Service Usage Norms

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When using this Service, you should comply with the relevant national laws, regulations, and administrative rules. You must not infringe on the rights of others (including but not limited to intellectual property rights such as copyrights, patent rights, trademark rights, and other rights) when using this Service. You should ensure that the text content provided and used by this Service has **obtained sufficient, necessary, and effective legal permissions and authorizations**. You should not generate specific persons, characters, or brands in real life through this Service, as this may infringe on the legal rights of third parties (including but not limited to natural persons, companies, social groups, etc.).

This service itself does not directly upload or provide any content, and cannot make any modifications and/or edits to the content you transmit and/or collect. **We hereby solemnly remind you that any text content uploaded by you, whether transmitted publicly or privately, whether published or not and whether it gains benefits, shall be the responsibility of the content provider and user for their uploading and using behaviors.**

You understand that the equipment related to network services outside this Service (such as personal computers, mobile phones, and other devices for accessing the Internet) and associated costs (such as internet and mobile data fees) shall be borne by you. This Service **cannot control the content transmitted through this Service, nor can it fully control your usage behavior, so it cannot guarantee the legality, correctness, completeness, authenticity, or quality of the content under all applicable jurisdictions; you acknowledge that you may encounter content that may be inappropriate or violate applicable laws in your jurisdiction when using this Service, and you agree to judge and bear all risks by yourself.**

The content you upload, input, publish, transmit, share, or use in other ways should not include the following content:

- Content that violates applicable laws or regulations
- Content that threatens national security or public safety
- Content that promotes illegal activities
- Content that incites hatred, discrimination, or violence
- Defamatory or libelous content
- Content promoting terrorism, extremism, or harmful activities
- False information or misinformation
- Fraudulent, harassing, or obscene content

- Other content prohibited by applicable law in your jurisdiction

## **You shall not engage in the following behaviors:**

- Unauthorized use of others' information or identity
- Inputting content that infringes third-party rights
- Infringing upon trademarks, trade names, or designs
- Unauthorized disclosure of confidential information
- Connecting this Service to other software without authorization

## **When using this Service, you are not allowed to perform the following actions:**

- Delete, tamper with, or alter intellectual property statements
- Interfere with the normal operation of this Service
- Bypass content protection mechanisms
- Use our trademarks or logos without consent
- Use Service results beyond permitted scope

You agree and accept that we have the right to monitor content generated through this Service in accordance with applicable laws, regulations, and our terms of service. We reserve the right to make determinations regarding content compliance. If you violate any provision of this Service agreement, we have the right to take appropriate measures according to the severity of the circumstances, including but not limited to sending warning notices, restricting your use of Service functions, suspending the provision of this Service to you, or terminating related accounts.

**In any case, we shall not be liable for any direct, indirect, consequential, punitive, incidental, or special damages (including but not limited to: loss of profits you suffer from using this Service) arising from this Service (even if you have been informed in advance of the possibility of such damages).**

### **Special Reminder - AI Content Identification**

To ensure transparency and compliance with applicable regulations regarding AI-generated content, you should appropriately identify content generated using this Service where required by applicable laws or regulations in your jurisdiction. You should not deliberately remove, alter, or conceal AI content identification where such identification is legally required.

## **4. Ownership and Intellectual Property Rights**

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all its elements (including but not limited to trademarks, logos, product interfaces, content, data, technology, algorithms, code, etc.). We grant you a limited license to use this Service, which is **non-exclusive, non-transferable, and non-sublicensable**. Without our written permission, you shall not perform any reverse engineering, decompilation, or disassembly on this Service, nor shall you rent, lend, modify, compile, or conduct secondary development on this Service product in any form.

### Special Reminder

The text content you submit to this Service is collectively referred to as 'Input,' and the content generated by this Service through AI and other technical capabilities in response to your input is collectively referred to as 'Output.'**You independently bear legal responsibility for your use of the Input and/or Output based on this Service. To avoid doubt, if the Input and/or Output itself contains content for which a third party holds intellectual property or other legal rights, the corresponding rights of the aforementioned Input and/or Output shall still be owned by that third party, and the ownership relationship shall not be altered.**

To continuously improve and optimize this Service, unless otherwise agreed by both parties, your use of the Input and/or Output of this Service represents that you have the right and agree to grant us and/or our affiliates **a permanent, irrevocable, and free** license to use this content worldwide for all our products and services. The aforementioned license is transferable and can be sublicensed or re-licensed.

If a third party questions or complains about the intellectual property ownership of your Input and/or Output, you are responsible for providing relevant intellectual property proof materials and cooperating with our complaint handling process. If it is confirmed that your Input and/or Output is illegal or infringes on the legal rights of a third party, we have the right to delete this content from the server, terminate your access to this Service, and reserve the right to pursue legal action against you.

All other rights not expressly authorized by other terms of this Agreement are still reserved by us, and you must obtain our written permission to exercise these rights. Our failure to exercise any of the aforementioned rights does not constitute a waiver of those rights.

## 5. Privacy and Data Protection

### Security Certifications

We have obtained ISO/IEC 27001 Information Security Management System and ISO/IEC 27017 Cloud Service Security Management System certifications. ISO/IEC 27001 and ISO/IEC 27017 are widely adopted global security standards. These certifications fully demonstrate that the security

This Service product ensures the security and confidentiality of the files you transmit. We strive to adopt security protection measures that meet industry standards, including establishing reasonable regulatory norms, security technologies, and regular security vulnerability scans to prevent unauthorized access, use, or modification of your information data, and to avoid data damage or loss.

**We will not disclose or provide to third parties all content you store on this Service product, except in the following cases:**

- Necessary for the realization of product functions
- With your written consent
- As required by relevant laws and regulations or by government authorities
- Other situations where disclosure is required by law

We attach great importance to the security and confidentiality of your personal information. We will use various security technologies and procedures to establish a comprehensive management system to protect your personal information. The [atypica.AI Privacy Policy](#) explains how we collect, use, share, transfer, and disclose your personal information during your use of our services. Except as stipulated by laws and regulations, [atypica.AI Privacy Policy](#) or otherwise agreed, we will not obtain, store, or disclose your personal information to third parties without your written permission.

You should fully respect the personal information of any person, including but not limited to other users, that you learn, receive, or have access to through this Service. You should not collect, copy, store, disseminate, or use the personal information of other users in any other way. Otherwise, you shall bear the consequences arising therefrom.

## 6. Force Majeure

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In the event of force majeure, which is unforeseeable and whose consequences cannot be overcome or avoided, causing one party to suffer economic losses or making it impossible for the service product to be performed or fully performed, one party shall not be liable for the losses of the other party. The party encountering the aforementioned force majeure event shall immediately notify the other party in writing of the event and shall, within 15 days, provide details of the event and the reasons and valid proof documents for the inability to perform or fully perform the agreement, or the need for delayed performance.

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includes but is not limited to natural disasters, social abnormal events, and national government actions such as rainstorms, floods, tsunamis, storm surges, storms, typhoons, hurricanes, blizzards, earthquakes, volcanic eruptions, mudslides, fires, droughts, explosions, lightning, plagues, power outages, network interruptions, mobile gateway errors, wars or armed conflicts, terrorist attacks, riots, strikes, government interventions or government controls, changes in legal policies, and other objective circumstances deemed as force majeure according to applicable laws or business practices.

## 7. Use by Minors

If you are under the age of majority in your jurisdiction (typically 18 years old), please read this Agreement with your legal guardian and use this Service with the consent of your legal guardian. You should use the internet responsibly and develop good online habits. You and your guardian understand and confirm that if you violate applicable laws and regulations or the content of this Agreement, you and your guardian shall bear all legal responsibilities that may arise therefrom in accordance with applicable law.

To better protect the privacy rights of minors, we specially remind you to carefully publish content involving minors. Once published, it is deemed that you have obtained the consent of the rights holder to display the personal information of minors, such as portraits, in this Service, and allow us to use and process such content related to minors in accordance with this Agreement.

### Special Notice for Guardians

- If your ward uses this Service, you, as the guardian, should guide and supervise the registration and use behavior of your ward. If your ward applies for a service account, we will have the right to consider that they have obtained your consent.
- Your ward may use the recharge function when using this Service. As a guardian, please keep your payment devices, payment accounts, and payment passwords safe to avoid your ward using the recharge function through your account without your consent.

## 8. Disclaimer

**You understand that all content generated by this Service is produced by artificial intelligence models and is for your reference only. We do not guarantee the accuracy, completeness, or functionality of the generated content, and the content generated does not represent our**

Our service is derived from information accumulated from sources permitted by laws and regulations, including but not limited to the public internet, and has undergone continuous automatic and manual sensitive data filtering. However, it is still possible that some of the information may have flaws, be unreasonable, or cause discomfort. In such cases, you are welcome and thanked for providing feedback to us through official channels at any time. **You should understand and agree that this Service is still incomplete, and we do not make any promises regarding the availability or reliability of any service. We are not responsible for any results you obtain from using this Service, and the output results of this Service do not represent our position.**

You understand that **you are responsible for guaranteeing the content you input**, and we have no obligation to review it. If any liability disputes arise due to the aforementioned content, you shall bear them yourself. You should actively take all possible measures to ensure that we are not affected by the aforementioned claims or lawsuits. At the same time, you are fully responsible for compensating us for any direct and indirect economic losses we suffer as a result.

You understand that we have the right to update or upgrade this Service product periodically or irregularly, or to repair or maintain the platform providing network services or related equipment. If the service is interrupted for a reasonable time due to such circumstances, we are not responsible for it, and we will make reasonable efforts to notify in advance and restore the service as soon as possible.

## 9. Applicable Law and Dispute Resolution

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For the purpose of this Agreement, the formulation, validity, interpretation, execution, modification, termination, and disputes arising from the aforementioned matters shall be governed by the laws of the jurisdiction where the dispute arises or as otherwise agreed upon by the parties. If any disputes arise between the parties regarding the content of this Agreement or its execution, the parties shall try to resolve them through friendly negotiation. If negotiation fails, disputes may be resolved through binding arbitration or in the courts of competent jurisdiction as determined by applicable law.

## 10. Complaints, Reports, and Handling

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If you find any illegal or infringing content within this Service product, you can notify us in writing according to the contact information provided in this section. You should provide relevant evidence/proof materials as required by us, and we will handle your complaint/report in a timely manner according to legal regulations.

If you are complained of infringement by the relevant right holder while using this Service, you may also submit counter-evidence/proof materials to us through the contact information provided in this article for appeal. We will handle your appeal in a timely manner according to legal provisions. For the purpose of handling complaints, we have the right to disclose the information of the right holder to you in accordance with the law, and also have the right to disclose your information to the right holder, in order to help you establish a communication channel with the relevant right holder and fairly protect the rights and interests of the relevant parties.

If you have any questions, comments, or suggestions regarding this Agreement or the related services, please feel free to contact us at any time. Upon receiving your feedback, we will respond within the time limit prescribed by law and handle it within a reasonable time frame in accordance with laws, regulations, and the provisions of this Agreement.

## 11. Others

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All our notices to you can be made through web announcements, pop-ups, emails, etc. (the contact information shall be based on what you have registered or reserved on the platform). Such notices shall be deemed to have been delivered to the recipient on the date of sending.

Due to the timeliness, complexity, and efficiency of network services, as well as the need to respond to regulatory requirements and policy norms, we have the right to adjust this Agreement and related service rules, and announce them through one or more of the following methods: website publication, website announcements, pop-ups, email notifications, system messages, and internal messages. If you continue to use this Service after the adjustment, it indicates that you have fully read, understood, and accepted the adjusted agreement and rules. If you do not agree with the adjusted agreement and rules, you should stop using this Service.