

Terms of Use

Last updated: March 6, 2025

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The following terms of use (the **"Terms of Use"**) govern your access to and use of: (a) our website, including software products and services offered by Twelve Labs, Inc. (**"Twelve Labs"**) on its website platform located at www.twelvelabs.io (the **"Twelve Labs Website"**); (b) the SDK (as defined below) and any application programming interfaces, (c) accompanying documentation and materials (the **"Documentation"**), (d) any text, pictures, videos, media, data, information and other materials or content (collectively, the **"Content"**) contained on or provided through the foregoing (a), (b), or (c); and (d) all other Content, products or services provided by us to you, as more particularly described on the Twelve Labs Website, in each case, presently or in the future (collectively, the **"Twelve Labs Services"**).

These Terms of Use form an agreement between Twelve Labs Inc. (**"Twelve Labs"**, **"us"**, **"we"**, **"our"**) and you. The term **"you"** or **"User"** refers to the person or entity browsing, installing, downloading, accessing or otherwise using the Twelve Labs Services (**"use"** or **"using"** in these Terms of Use will mean any of the foregoing).

BY USING THE TWELVE LABS SERVICES IN ANY WAY, INCLUDING PURCHASING ANY SERVICES WE SELL, YOU: (A) REPRESENT AND WARRANT THAT (I) YOU ARE 18 YEARS OLD OR HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION, (II) YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS, AND (III) ALL INFORMATION SUPPLIED BY YOU TO US THROUGH THE TWELVE LABS SERVICES IS TRUE, ACCURATE, CURRENT, AND COMPLETE; AND (B) AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 1.

IF YOU ARE USING THE TWELVE LABS SERVICES ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF USE.

1. Changes to these Terms of Use and the Twelve Labs Services

(a) Except where prohibited by applicable law, we reserve the right to update, modify, or change any element of these Terms of Use at any time. When we change these Terms of Use, we will: (i) post a new version to the Twelve Labs Website; and (ii) update the "Last Updated" date at the top of these Terms of Use. We may require you to provide consent to the updated Terms of Use in a specified manner before further use of the Twelve Labs Services is permitted. If you do not agree to any change(s), you will stop using the Twelve Labs Services. Otherwise, your continued access to or use of the Twelve Labs Services after any changes to these Terms of Use indicates your acceptance of such changes.

(b) Except where prohibited by applicable law, we reserve the right to change any element of the Twelve Labs Services at any time, without notice. We may, at our discretion, suspend

your access to or use of the Twelve Labs Services or any component thereof: (i) for scheduled maintenance; (ii) if you violate any provision of these Terms of Use or any other responsible use guidelines we provide to you or are posted on the Twelve Labs Website; or (iii) to address any emergency security concerns.

2. User Account

(a) To access certain features of the Twelve Labs Services you may be required to successfully sign up for a user account using the available interfaces of the Twelve Labs Services ("**User Account**") and select a username and password login credentials ("**Credentials**").

(b) If you sign up for a User Account, you will keep your Credentials secure and will not grant access to or otherwise share your Credentials with any other person.

(c) You must provide us with true, accurate, current, and complete information for your User Account. If we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Twelve Labs Services.

(d) We reserve the right to disable any User Account issued to you at any time at our sole discretion. If we disable access to a User Account issued to you, you may be prevented from accessing the Twelve Labs Services (or any portion thereof).

(e) Twelve Labs is entitled to act on instructions received through your User Account. Twelve Labs is not responsible for any actions taken or transactions made to or from your User Account by any other party using your User Account. You are solely responsible for any and all use of your User Account and all purchases and activities that occur under or in connection with your User Account. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as we deem necessary or reasonable, to ensure the security of the Twelve Labs Services and your User Account, including without limitation terminating your User Account, changing your password, or requesting additional information to authorize transactions on your User Account. You agree to be responsible for any act or omission of any users that access the Twelve Labs Services under your User Account that, if undertaken by you, would be deemed a violation of these Terms of Use.

(f) Notwithstanding anything to the contrary in this Agreement, with Twelve Labs' prior written permission you may share your API key with your authorized agents in order to facilitate your use of the Twelve Labs Services under this Agreement. You acknowledge and agree that you are fully responsible and liable for the acts and omissions of any such agents to whom you have provided such access as though such acts and omissions were your own.

3. Electronic Communications

(a) When you use or view the Twelve Labs Services or send emails, texts, or other electronic messages to us, you are communicating with us electronically and you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

(b) Please review our Privacy Policy, available at www.twelvelabs.io/privacy, for more information about our practices in collecting, storing, using, and disclosing personal information.

4. Customer Data

(a) License to Customer Data. You hereby grant us a nonexclusive, worldwide, royalty-free, sublicensable, and fully paid-up right and license to access, collect, use, reproduce, display, perform, modify, create derivative works of, process, store, disclose, distribute and transmit any data, images, text, videos, information, content, records, files or other material that you load, receive through, transmit to, input, or otherwise enter into the Twelve Labs Services, or that you otherwise transmit to Twelve Labs in connection with these Terms of Use, including Output (as defined below) but specifically excluding Account Information (as defined below) (collectively, "**Customer Data**") in order to: (i) provide, maintain, enhance, train, and improve the Twelve Labs Services (including the training, re-training, fine-tuning, and improving the Twelve Labs Services), (ii) exercising our rights under these Terms of Use, including ensuring you are complying with these Terms of Use, any guidelines we provide to you or are posted on the Twelve Labs website; and (iii) comply with applicable law. The term "**Account Information**" means information about you that you provide to us in connection with the creation, administration, or use of your User Account, which includes but is not limited to names, Credentials, phone numbers, email addresses, and billing information that is associated with your User Account. As between you and Twelve Labs, you own and retain all right, title and interest in and to all of your Customer Data.

(b) Output. The Twelve Labs Services utilizes generative artificial intelligence to generate materials provided to you by the Services that are based on the Customer Data as set forth herein (collectively, "**Output**"). Given the experimental nature of generative artificial intelligence, such Output may not meet your requirements or may otherwise be inaccurate or otherwise unsuitable for your specific use case. You should evaluate the accuracy, reliability, functionality, and appropriateness of any Output provided by the Twelve Labs Services as appropriate for your use case, and you will remain solely responsible for and assume all risk in connection with your use of such Output. Subject to your compliance with these Terms of Use, Twelve Labs hereby assigns to you all right, title, and interest in and to the Output. You acknowledge and agree that: (a) the Output may be subject to limited, or no, copyright protection and (b) the Output may not be unique, and the Twelve Labs Services may generate the same or similar output for other users of the Twelve Labs Services utilizing the generative artificial intelligence features and Twelve Labs will be free to provide the Twelve Labs Services regardless of any similarities. Accordingly, on behalf of you and your successors and assigns, you irrevocably covenants not to assert or bring any suit, claim, demand or challenge against Twelve Labs, or Twelve Labs' licensors or licensees, in connection with their or our use of such same or similar output. For clarity, Output is included in the defined term "Customer Data" and does not constitute Content.

(c) Marketing. By placing an Order you hereby grant Twelve Labs a worldwide, royalty-free, fully paid, perpetual, revocable (in accordance with this subsection) license to use and display your name, logo, trademarks, and service marks on the Twelve Labs Website and in marketing materials of any medium in connection with identifying Customer as having been a customer of Twelve Labs. Twelve Labs will comply with Customer's trademark usage guidelines, as provided by Customer from time to time. Upon your written request, Twelve Labs will promptly remove any such marks from the Twelve Labs Website and, to the extent commercially feasible, Twelve Labs' then-current marketing materials.

5. Orders

These Terms of Use will govern the placement of any order you make for use of the Twelve Lab Services, whether via the Twelve Labs Website or an order form (each such order, an "**Order**"). Any additional or supplemental terms and conditions proposed by you to an Order are hereby rejected and will have no enforceability or affect upon any purchase of the Twelve Labs Services. Your placement of an Order is an offer to purchase the Twelve

Labs Services ordered, and we may accept your Order by providing written notice of acceptance and processing your payment through the Twelve Labs Services. Your receipt of an electronic or other form of acknowledgement of Twelve Labs' receipt of your Order confirmation does not signify our acceptance of your Order, nor does it constitute confirmation of our offer to sell. For any reason, we may decline to accept your Order or any part of your Order. If (a) we decline to accept your Order, (b) one or more elements of your Order are unavailable, or (c) your Order cannot be fulfilled for any reason in our discretion, we will attempt to notify you as soon as practicable at the email address you provided. We may require additional verifications or information before considering any Order.

6. Fees and Payment; Taxes

(a) To pay for an Order you will need to provide Twelve Labs or, if applicable, a third-party payment processor (the "**Payment Processor**") with the information necessary to process payment from you, including the billing information requested on the Twelve Labs Services or the applicable Payment Processor's platform. If Twelve Labs elects to use a Payment Processor for a given Order, the processing of payments in respect of such Order will be subject to the terms and conditions, and privacy policies of the Payment Processor, if any, in addition to these Terms of Use. You acknowledge and agree that we are not responsible for any error by, or other acts or omissions of, any Payment Processor. You may pay for your Order via credit card or any other manner then-available on the Twelve Labs Services or applicable Payment Processor's platform. By submitting your payment information to us or the Payment Processor, you authorize us or the Payment Processor to charge the applicable payment method at our or their convenience. You shall not use any credit card or other form of payment unless you have all necessary authorization to do so. You acknowledge and agree that neither we nor the Payment Processor are liable in the event others acting with or without your permission use your credit card or other means of payment to make purchases on the Twelve Labs Services or the Payment Processor's platform; however, you may report any unauthorized use to us or the Payment Processor, and we and/or the Payment Processor will use reasonable measures within our control to help prevent future unauthorized use of your card. We reserve the right to correct any errors or mistakes that any Payment Processor makes even if it has already requested or received payment.

(b) The terms of your payment will be based on your chosen payment provider and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen payment method. If we, either through the Payment Processor or otherwise, do not receive payment from you, you agree to pay all amounts due on your billing account upon demand.

(c) You must provide current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us if your payment method is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your user name or password. Changes to such information can be made in your account settings.

(d) If the amount to be charged to your billing account varies from the amount you preauthorized (other than due to the imposition or change in the amount of applicable sales taxes), you have the right to receive, and we will provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your payment

method of choice. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

(e) Fees. All charges associated with a User Account ("**Fees**") are set forth on the Website and any Order. For credit card payments, payment is due immediately and you hereby authorize Twelve Labs or our authorized agents, as applicable, to bill your credit card. For payments through other accepted methods, payment is due and payable in full within thirty (30) days from the invoice date or as otherwise stated in the applicable Order. Payment obligations are non-cancelable, regardless of your utilization (or lack thereof) of the Twelve Labs Services and all Fees are non-refundable. You will pay the Fees through an accepted payment method as specified in the applicable Order or Website. Unless otherwise set forth in the Order, upon expiration of the original Order term, if your purchase of the Twelve Labs Services is a subscription, then your subscription to the Twelve Labs Services will renew automatically for successive terms of equal duration to that of the original term until terminated in accordance with these Terms of Use.

(f) Late Payments. If you fail to make any payment of Fees when due, then, following written notification from Twelve Labs, Twelve Labs may suspend your access to the Twelve Labs Services until such unpaid Fees are paid in full.

(g) Payment Disputes. Twelve Labs will not exercise its rights with respect to non-payment by You if You are disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute. If the parties are unable to resolve such a dispute within thirty (30) days, Twelve Labs will have the right to seek any remedies it may have under these Terms of Use, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute.

(h) Taxes. The Fees do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). You agree to pay applicable direct or indirect Taxes associated with your purchases hereunder, which, to the extent Twelve Labs is legally required to collect the same, will be itemized on the Twelve Labs invoice. If You have an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), You will gross up the payments so that Twelve Labs receives the amount actually quoted and invoiced. If Twelve Labs has the legal obligation to pay or collect Taxes for which You are responsible under this section, the appropriate amount will be invoiced and paid by You, unless, prior to the invoice date, You provide Twelve Labs with a valid tax exemption certificate authorized by the appropriate taxing authority.

(i) Orders by Affiliates. Your Affiliates may place Orders under these Terms of Use. Such Orders will establish a new and separate agreement to be governed by these Terms of Use between Your Affiliate and the Twelve Labs entity accepting such Order. If the Affiliate resides in a different country than You, then the Order may include modifications to terms applicable to the transaction(s) with the Affiliate in question (including but not limited to tax terms and governing law). "**Affiliate**" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

7. Updates

Twelve Labs may modify the Twelve Labs Services or Documentation, from time to time, including by adding or removing features, functions, and entitlements; provided, however, that (i) Twelve Labs will not materially decrease the overall functionality of the Services during the term of any active Order except where such modifications are required for security or safety reasons or to comply with applicable law and (ii) any such modifications are made on a prospective and nondiscriminatory basis. Such modifications to any Twelve Labs Services are subject to these Terms of Use. You agree that your purchase of Twelve Labs Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Twelve Labs with respect to future functionality or features.

You acknowledge that we may from time to time issue update or upgrade versions of the Twelve Labs Software Development Kit (the **"SDK"**). We will not automatically update or upgrade the version of the SDK that you are then currently using on your device, and the download and installation of any such update or upgrade must be manually carried out by you. The SDK (including any updates or upgrades) may: (i) cause your device to communicate with our servers to deliver the functionality described in the SDK description or through new features as they are introduced, and to record usage metrics; (ii) affect preferences or data stored on your device; and (iii) collect personal information as set out in our Privacy Policy. We are not responsible if an update or upgrade affects how the SDK works if this is caused by your own equipment or device not supporting the update or upgrade. For more information regarding how we collect and use your personal information, please see our Privacy Policy.

8. Promotional Offers

We may run promotional offers from time to time on the Twelve Labs Services. The terms of any such promotion will be posted on the Twelve Labs Website. Unless otherwise indicated, we may establish and modify, in our sole discretion, the terms of such offer and end such offer at any point. Promotional offers may not be available in your jurisdiction.

9. Ownership of the Twelve Labs Services

(a) All right, title and interest, including intellectual property rights, in the Twelve Labs Services, the source and object code in the software we use to provide the Twelve Labs Services and all other materials provided by us hereunder, and any updates, adaptation, translation, customization or derivative works thereof, will remain the sole property of Twelve Labs (or our third-party suppliers, if applicable).

(b) The Twelve Labs Services and all materials provided by us hereunder are made available or licensed and not "sold" to you.

(c) The Twelve Labs Services and all other materials provided by us hereunder, including software and content we make available through or in the Twelve Labs Services, are protected by worldwide intellectual property laws. You are prohibited from modifying, copying, reproducing, publishing, posting, transmitting, distributing, creating derivative works from, decompiling, transferring or selling any of the Twelve Labs Services or other software or materials provided by us hereunder, or sharing or granting access in any of the foregoing to any third party for any purpose.

(d) Any use of third-party software provided in connection with the Twelve Labs Services will be governed by such third parties' licenses and not by these Terms of Use.

(e) Any trademarks, graphics or logos appearing in or on the Twelve Labs Services are the exclusive property of Twelve Labs (or its third-party suppliers) and may not be used in any

manner without our express written consent.

(f) All rights not expressly granted to you in these Terms of Use are reserved by Twelve Labs.

10. License to the Twelve Labs Services

Subject to these Terms of Use, we grant you a non-exclusive, non-transferable, non-sublicensable and revocable license to use the Twelve Labs Services in accordance with these Terms of Use.

11. Additional Terms

Your access to and use of certain functionalities provided in or through the Twelve Labs Services may be subject to additional terms and conditions presented to you by Twelve Labs or its service providers. Such additional terms and conditions are incorporated herein by reference. If there is a conflict or inconsistency between the terms and conditions of such additional terms and these Terms of Use, then the provisions of these Terms of Use will govern to the extent of such conflict or inconsistency. If you do not purchase such additional functionalities or do not agree to such additional terms, you may not have access to, and you should not access or use, those functionalities.

12. Your Responsibilities

You represent and warrant to and covenant that you will:

- (a) use reasonable efforts to prevent unauthorized access to or use of the Twelve Labs Services;
- (b) keep your Credentials and all other login information confidential;
- (c) not register for more than one account, register for an account on behalf of an individual other than yourself without such individual's authorization, or register for an account on behalf of any group or entity;
- (d) monitor and control all activity conducted through your account in connection with the Twelve Labs Services;
- (e) upload and disseminate only data to which you own all required rights under law and do so only consistent with applicable law;
- (f) promptly notify us if you become aware or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of your Account and/or Credentials;
- (g) not use anyone else's Account or Credentials at any time;
- (h) not attempt, in any manner, to obtain the password, account, or other security information from any other user; and
- (i) comply with the Documentation and all applicable laws and regulations, including, but not limited to, all intellectual property and data and privacy laws; and
- (j) have obtained and will obtain and continue to have, all necessary rights, lawful bases, authorizations, consents, and licenses for the Twelve Labs Services to process Customer Data as contemplated by these Terms of Use.

13. No Unlawful or Prohibited Use

You will not use the Twelve Labs Services or Output in violation of these Terms of Use, the applicable Order, any other responsible use guidelines we provide to you or are posted on the Twelve Labs Website, or of any applicable law. You acknowledge and agree that the Twelve Labs Services has been designed for business use. As a business or an individual, you represent and warrant to and covenant with Twelve Labs that you will not use the Twelve Labs Services for personal, family or household purposes. Without limiting the generality of the foregoing, you further represent and warrant to and covenant with Twelve Labs that you will not (and will not attempt to) directly or indirectly:

(a) disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Twelve Labs Services (e.g., a denial of service attack);

(b) attempt to gain unauthorized access to the Twelve Labs Services, or bypass any measures we may use to prevent or restrict access to the Twelve Labs Services;

(c) send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Twelve Labs Services any Customer Data or other data, information, pictures, videos, audio or other materials or content that: (i) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (ii) you do not have the lawful right to send, upload, collect, transmit, store, use, post, publish, or otherwise communicate; (iii) is false, intentionally misleading, or impersonates any other person; (iv) is libelous, slanderous, defamatory, bullying, harassing, abusive, threatening, vulgar, obscene, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual; (v) is harmful to minors in any way or targeted at minors; (vi) infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or (vii) encourages any conduct that may violate any applicable laws or would give rise to civil or criminal liability; (viii) discloses or provides information protected under any law, agreement or fiduciary relationship, including proprietary or confidential information of others; or (ix) contains information about an identifiable individual, other than as required by Twelve Labs to provide the Twelve Labs Services;

(d) use the Twelve Labs Services or Output in a manner which, in the opinion of Twelve Labs would tend to bring Twelve Labs or any of its trademarks into public disrepute, contempt, scandal or ridicule, would adversely affect the reputation or goodwill of Twelve Labs or any of its the trademarks, or adversely affect the relationship between Twelve Labs and any of its licensors or other customers;

(e) use the Twelve Labs Services to store or transmit material that is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, libelous, obscene, or otherwise objectionable or unlawful;

(f) use the Twelve Labs Services to generate political propaganda;

(g) use any data mining, robots, or similar data gathering or extraction methods, or copy, modify, reverse engineer, reverse assemble, disassemble, or decompile the Twelve Labs Services or any part thereof or otherwise attempt to discover any source code;

(h) use the Twelve Labs Services for the purpose of building a similar or competitive product or service;

(i) advertise to, or solicit, any user to buy or sell any third party products or services, or use any information obtained from the Twelve Labs Services;

(j) use the Twelve Labs Services or any part thereof to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services, promoting any website, or use any paid advertising platform to promote links that direct to the Twelve Labs domain or use the Twelve Labs trademark;

(k) run Maillist, Listserv, any form of auto-responder or "spam" on the Twelve Labs Services, or any processes that run or are activated while you are not logged into the Twelve Labs Services, or that otherwise interfere with the proper working of the Twelve Labs Services (including by placing an unreasonable load on the Twelve Labs Services 's infrastructure);

(l) publish, market, advertise or in any way distribute the Content;

(m) share, transfer or otherwise provide any other person with access to your User Account;

(n) copy or store any significant portion of the Content;

(o) use the Twelve Labs Services or Content to stalk, harass or harm another individual;

(p) mirror or frame the Twelve Labs Services or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages;

(q) post, upload, publish, submit or transmit any Customer Data or Output that is or includes (i) sensitive data as defined under the General Data Protection Regulation (GDPR) (for example, data relating to race, religion, politics, health, genetics, or sexual orientation); (ii) patient, medical, or other personal health information (including but not limited to protected health information under HIPAA); (iii) financial information, including but not limited to credit and debit card information; (iv) social security numbers or other government identifiers; (v) government data such as controlled unclassified information, covered defense information, or other information that is subject to federal laws, regulations, policies or frameworks (such as FedRAMP and the Federal Acquisition Regulations); and (vi) protected data about minors (such as data protected by the Children's Online Privacy Protection Act); or

(r) authorize, permit, enable, induce or encourage any third party to do any of the above.

14. Confidentiality

"Confidential Information" means all information disclosed by one party to the other party, orally, in writing or electronically, that is designated as "confidential" (or with a similar legend), or which a reasonable person should understand to be confidential given the nature of the information and circumstances of disclosure. Confidential Information does not include any information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

Each party will protect the other's Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own Confidential Information of similar nature or importance, and in any event, using no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms of Use, the receiving party may use

the disclosing party's Confidential Information solely to exercise its respective rights and perform its respective obligations under these Terms of Use, and will disclose such Confidential Information solely (i) to those of its respective employees, representatives, and agents who have a need to know such Confidential Information for such purposes and who are bound by obligations to maintain the confidentiality of, and not misuse, such Confidential Information; (ii) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (iii) as reasonably necessary to comply with any applicable law or regulation. The provisions of this section will supersede any non-disclosure agreement by and between the parties entered into prior to these Terms of Use that would purport to address the confidentiality of any information shared by the parties, including Customer Data, and such agreement will have no further force or effect with respect to the foregoing. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

15. Feedback

You agree that any (a) data or information that is derived from Customer Data or Output or is otherwise in aggregated or de-identified form or (b) suggestion or idea provided by you (collectively, "**Feedback**") will not be treated as confidential, and nothing in these Terms of Use will restrict our right to use, profit from, disclose, publish or otherwise exploit any Feedback, without compensation to you. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback on the Twelve Labs Services or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise. You will not have any claim, including, without limitation, claims based upon invasion of privacy, defamation or right of publicity, arising out of any use, alteration, blurring, distortion or use in composite form of any Feedback. Except as prohibited by law, you hereby waive, and you agree to waive, any moral and author's rights (including attribution and integrity) that you may have in any Feedback, even if it is altered or changed in a manner not agreeable to you.

16. Third-Party Content, Websites or Services

The Twelve Labs Services may provide links or access to third-party content, websites, or services. Likewise, we may allow you to access the Twelve Labs Services from third-party systems. Twelve Labs does not endorse any third-party content, websites, services, or systems, or guarantee or warrant their quality, durability, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness for any purpose. Third-party content, websites, services, or systems are not under Twelve Labs's control, and if you choose to access any such content, websites, or services, or to access the Twelve Labs Services from such systems, you do so entirely at your own risk. You acknowledge that you may be required to accept terms of use applicable to third-party content, websites, services, or systems and agree to accept and comply with any such terms of use.

17. Malicious Code and Security

The downloading and viewing of Content is done at your own risk. We do not guarantee or warrant that the Twelve Labs Services is compatible with your computer system or mobile device or that the Twelve Labs Services, or any links from the Twelve Labs Services, will be

free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system and/or mobile device, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system and/or mobile device that may be necessary as a result of your use of the Twelve Labs Services.

18. Disclaimer

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THESE TERMS OF USE (INCLUDING THE FOLLOWING DISCLAIMERS) MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR CONDITION, THE SCOPE AND DURATION OF SUCH WARRANTY OR CONDITION WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE TWELVE LABS SERVICES AND OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. YOU ACKNOWLEDGE AND AGREE THAT THE QUALITY OF THE INPUT WILL IMPACT THE QUALITY OF THE OUTPUT. IF THE INPUT IS INACCURATE, INCOMPLETE, OR INCONSISTENT, THE OUTPUT WILL LIKELY REFLECT SUCH DEFICIENCIES. EXCEPT AS REQUIRED BY APPLICABLE LAW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE TWELVE LABS SERVICES AND THE OUTPUT, WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, DURABILITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, CURRENCY, TIMELINESS, INTEGRATION, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE AND NON-INFRINGEMENT, AND/OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, AND/OR THAT THE TWELVE LABS SERVICES AND THE OUTPUT ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THIRD PARTY COMMUNICATIONS AND ANY THIRD-PARTY WEBSITES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH THE TWELVE LABS SERVICES.

DUE TO THE NATURE OF ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING, OUTPUT MAY NOT BE UNIQUE ACROSS OTHER USERS OF THE TWELVE LABS SERVICES AND THE TWELVE LABS SERVICES MAY GENERATE THE SAME OR SIMILAR OUTPUT FOR YOU OR A THIRD PARTY OR DIFFERENT OUTPUT WITH THE SAME CUSTOMER DATA.

IN THE EVENT THAT THERE IS AN INTERRUPTION OR DISRUPTION IN ANY OF THE SERVICES OFFERED BY TWELVE LABS FOR WHATEVER REASON, EVEN IF TWELVE LABS HAS BEEN MADE AWARE OF AN ISSUE THAT COULD RESULT IN OR IS LIKELY TO RESULT IN AN INTERRUPTION OR DISRUPTION OF SERVICES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TWELVE LABS WILL NOT BE REQUIRED TO ISSUE A REFUND FOR ANY PURCHASE MADE BY YOU. AS SOON AS TWELVE LABS HAS IDENTIFIED THE CAUSE OF AN INTERRUPTION OR DISRUPTION, TWELVE LABS

WILL USE REASONABLE EFFORTS TO RETURN THE TWELVE LABS SERVICES AS SOON AS REASONABLY POSSIBLE.

19. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR PARENTS, SUBSIDIARIES, OR AFFILIATES AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, LICENSEES, AND SERVICE PROVIDERS AND ITS AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**TWELVE LABS PARTIES**"), BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES (COLLECTIVELY, "**LOSSES**"), IN EACH CASE, WHETHER OR NOT WE WERE ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE TWELVE LABS SERVICES, THE OUTPUT, OR THE INABILITY TO MAKE USE OF THE TWELVE LABS SERVICES, OR THESE TERMS OF USE, INCLUDING, FOR CLARITY, ANY LOSSES RESULTING FROM THE ACCESS, COLLECTION, USE, PROCESSING, STORING, DISCLOSING OR TRANSMITTING OF CUSTOMER DATA OR OUTPUT. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE TWELVE LABS SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE TWELVE LABS SERVICES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS OF USE, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE TWELVE LABS SERVICES OR OUTPUT, EXCEED THE FEES PAID BY YOU TO TWELVE LABS UNDER THE APPLICABLE ORDER GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

Without limiting the foregoing, under no circumstances will any of the Twelve Labs Parties be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our or their reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, pandemics, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

20. Indemnification

You will defend, indemnify, and hold harmless the Twelve Labs Parties from and against any third-party claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including reasonable legal and accounting fees, arising out of or in connection with:

- (a) your use (or the use by any third party using your Credentials) of the Twelve Labs Services and/or Output (except to the extent prohibited by law);
- (b) your breach of any provision of these Terms of Use or any documents referenced herein;

(c) your violation of any law or the rights of a third party (including intellectual property or privacy rights); or

(d) your Customer Data.

Twelve Labs reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses. You agree that the provisions in this section will survive any termination of your account, the Terms of Use or your access to the Twelve Labs Services.

21. Term and Termination; Survival

(a) Term and Termination. These Terms of Use will commence on the day you first use the Twelve Labs Services and will continue until the later of (i) your use of the Twelve Labs Services ceases, (ii) the expiration of all of your Orders, or (iii) until terminated in accordance with the provisions of these Terms of Use. At any time, Twelve Labs may: (i) suspend or terminate your rights to access or use the Twelve Labs Services, or (ii) terminate these Terms of Use, in Twelve Labs's sole discretion, for any reason, including if Twelve Labs in good faith believes that you have used the Twelve Labs Services in violation of these Terms of Use or any other responsible use guidelines we provide to you or are posted on the Twelve Labs Website, or have engaged in fraudulent activity. You may terminate these Terms of Use at any time and with immediate effect by requesting by email that your User Account be deleted, ceasing use of the Twelve Labs Services and uninstalling and deleting the Twelve Labs Services.

(b) Survival. The following Sections, together with any other provision of these Terms of Use which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Use, will survive expiration or termination of these Terms of Use for any reason: Sections 4 (Customer Data and Privacy), 6 (Fees and Payment; Taxes), 9 (Ownership of the Twelve Labs Services), 11 (Additional Terms), 12 (Your Responsibilities), 13 (No Unlawful or Prohibited Use), 14 (Confidentiality), 15 (Feedback), 16 (Third-Party Content, Websites or Services), 17 (Malicious Code and Security), 18 (Disclaimer), 19 (Limitation of Liability), 20 (Indemnification), 21(b) (Survival), and 22 (General Provisions).

22. General Provisions

(a) Choice of Law and Venue Jurisdiction. Except as restricted by applicable law, these Terms of Use will be governed by the laws of the State of California and the federal laws of the United States of America applicable therein (without giving effect to any principles of conflicts of law), and such laws apply to your access to or use of the Twelve Labs Services notwithstanding your physical location. You and Twelve Labs irrevocably submit to venue and exclusive personal jurisdiction in the federal and state courts in San Francisco, California, for any dispute arising out of or relating to the use of the Twelve Labs Services, and each party waives all objections to jurisdiction and venue of such courts. This choice of jurisdiction does not prevent Twelve Labs from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

(b) Entire Agreement. These Terms of Use constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Twelve Labs Services. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative

proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

(c) Waiver. Our failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. A waiver of any provision of these Terms of Use must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

(d) Severable. If any of the provisions contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms of Use and all other provisions of these Terms of Use will remain in full force and effect.

(e) Assignment. You will not assign these Terms of Use to any third party without our prior written consent. We may assign these Terms of Use or any rights under these Terms of Use to any third party without your consent. Any attempted assignment, subcontract, delegation, or transfer in violation of this Section will be null and void ab initio. The terms of these Terms of Use will be binding upon permitted assignees. These Terms of Use will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.

(f) Dispute Resolution. If you believe that Twelve Labs has not adhered to these Terms of Use, please contact Twelve Labs using the contact information listed below. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

(g) English Language. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English.

(h) Trade Controls. Without limiting any other terms in these Terms of Use, you agree to comply with U.S. and all other applicable export control, sanctions, import compliance, and anticorruption laws and regulations ("**Trade Controls**"), including but not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, and the regulations administered by the U.S. Office of Foreign Assets Control ("**OFAC**"), with respect to these Terms of Use and the Twelve Labs Services (including without limitation any software products and services, and any technical data related thereto). You will complete all undertakings required by Trade Controls, including obtaining any necessary export authorization or other governmental approvals, in your performance and receipt of the Twelve Labs Services under these Terms of Use.

You affirm that you are not, are not 50% or more owned or controlled by, and shall not provide, purchase for, route through, or use for the direct benefit of, software products or services to persons that are (i) subject to the restriction of a sanctions or export denial list, including, but not limited to, the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List maintained by OFAC and the U.S. Department of Commerce's Bureau of Industry and Security's Entity List; (ii) located in, ordinarily resident in, organized under the laws of, or owned or controlled by a region subject to a comprehensive U.S. or other applicable embargo and/or sanctions (presently including Cuba, Iran, Syria, North Korea and the Crimea, Donetsk People's Republic, Luhansk People's Republic regions of Ukraine, Belarus, and Russia); (iii) engaged in or facilitating end uses prohibited by Trade Controls, including, but not limited to, nuclear, chemical, or biological weapons proliferation, restricted military or military-intelligence users or use, restricted supercomputers or semiconductor development or production in China, missile

systems or technology, restricted unmanned aerial vehicle end uses, or any other activities that are prohibited to a U.S. person; (iv) or otherwise acting on behalf or for the benefit of the foregoing.

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