



Terms and Conditions

Effective: 25 March 2025

Acceptance of the Terms of Use

These Terms of Use are entered into by and between you and Reducto, Inc., a Delaware corporation ("**Company**", "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your use of and access to the free features of our websites, web-based applications and products, APIs, customer support, discussion forums or other interactive areas or services (collectively, the **Services**). The Services include any software that we include as part of the Services, including, without limitation, mobile and desktop applications, scripts, instruction sets, and related documentation (collectively, the **Software**). These Terms of Use do not govern your use of, and the Services do not include any paid or subscription-based websites, applications, products, APIs, support, or software offerings provided by us, which shall be subject to a separate written agreement between you and us. In the event of conflict between such agreement and these Terms of Use, such agreement will control.

In these Terms of Use, **you**, and **your** and **customer** will refer to you. If you are registering for an account or using the Services as an individual, you represent and warrant that you are of legal age to form a binding contract with us. If you are registering for an account or using the Services on behalf of an entity or other organization, you are representing and warranting to us that you have the authority to bind that entity or organization to these Terms of Use (and, in which case, the terms you, your and customer will refer to that entity or organization). If you do not meet these requirements, you must not access or use the Services.

Please read the Terms of Use carefully before you start to use the Services. **By using the Services, or registering for an account to use the Services, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Services.

The Company does not provide warranties or indemnities for the Services and these Terms of Use limit the Companys liability to you.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time, ranging from cleaning up typos to changes in policy. We will notify you of these changes by posting the updated terms to this website. All changes are effective immediately when we post them. However, any such changes will not apply to any

dispute between you and the Company arising prior to the date on which we posted the revised Terms of Use incorporating such changes, or when the Terms of Use otherwise become effective.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. Please review the Terms of Use regularly. If you do not agree to the amended Terms of Use, you must stop using our Services, as any revised Terms of Use are binding on you.

Use of the Services

Subject to your compliance with these Terms of Use and applicable law, we hereby grant you a non-exclusive, limited, revocable right (as set forth herein) for you to access and use the Services that we make available to you. Such right to access and use the Services is provided by the Company in its sole discretion and is governed by these Terms of Use. We reserve the right to withdraw, terminate or amend the Services, and any service or material we provide on the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Services or the entire Services.

Termination

These Terms of Service will remain in effect until terminated. We may suspend or immediately terminate these Terms of Service, including the licenses and rights granted herein and your access and use of the Services, and/or we may suspend or disable your access to the Services at any time and in our sole discretion. Upon termination, all licenses and rights of use granted herein immediately expire, and you must cease use of the Services. You must comply with our instructions to return or delete data accessed or obtained through the Services.

Account Security

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

You are responsible for ensuring that all persons and users who access the Services through your account are aware of these Terms of Use and comply with them.

Privacy

For information about how we collect, use, share, or otherwise process information about you and your use of our Services, please see our Privacy Policy [here](#). You agree that all information you provide to register with the Services or otherwise, including, but not limited to, through the use of any interactive features on the Services, is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Transfer of Personal Data

We process and store information in the U.S. and other countries. By using our Services, you authorize us to transfer your personal information across national borders and to other countries where we operate, in accordance with applicable laws and regulations.

Intellectual Property Rights

The Services and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services for your personal, non-commercial use only and you must not access or use any part of the Services for any commercial purposes.

You must not:

- Modify copies of any materials from the Services.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services.
- Use the Services, or any content, data, output, or other information received or derived from the Services, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence system, including but not limited to any architectures, models, or weights.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or

interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by the Company.

Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

Prohibited Uses

You agree not to collect, process, or store any Sensitive Personal Information (as defined below) using the Services. You agree not to transmit, disclose, or make available Sensitive Personal Information to the Companys third-party providers. **Sensitive Personal Information** means an individuals financial information, Protected Health Information under HIPAA, data concerning an individuals sexual behavior or sexual orientation, medical, or health information protected under any health data protection laws, biometric data, personal information of children protected under any child data protection laws (such as the personal information defined under the U.S. Childrens Online Privacy Protection Act (**COPPA**)) and any additional types of information included within this term or any similar term (such as sensitive personal data or special categories of personal information or protected health information) as used in applicable data protection or privacy laws. If you are a business, you also agree to ensure business users compliance with this section (Prohibited Uses).

You agree not to:

- Use the Services in violation of these Terms of Use.
- Use the Services in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries) or that violates any third party rights.
- Use the Services for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- Use the Services to send, knowingly receive, upload, download, use, or re-use any material that is defamatory, libelous or obscene; or that threatens or incites violence or terrorism against any individual or group.
- Use the Services to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- Use the Services to impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- Use the Services to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services, or expose them to liability.

- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Access or use the Services for any competitive purpose.
- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

User Content and Output

User Content shall mean any text, information, communication, or material, such as audio files, video files, electronic documents, or images, that you upload, import into, embed for use by, or create using the Services. No User Content shall violate any of the Prohibited Uses set forth in these Terms of Use.

Any User Content you post to or upload or process through the Services will be considered non-confidential and non-proprietary. By providing, uploading or processing any User Content on or through the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the non-exclusive, worldwide, royalty-free license and right to use, analyze, aggregate, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such User Content to provide the Services to you, to develop and improve the Services, to develop new offerings or features, and for our other business purposes.

You represent and warrant that you own or control all rights in and to the User Content and have the right to grant the license granted above to us and our affiliates and service providers, and our licensees, successors, and assigns.

We are not responsible or liable to any third party for the content or accuracy of any User Content posted or uploaded by you or any other user of the Services.

We do not review User Content before it is uploaded or posted to the Services, but we reserve the right to remove or refuse to post any User Content for any or no reason in our sole discretion. We assume no liability for any action or inaction regarding User Content or other transmissions, communications, or content provided by any user or third party.

The Services may generate inferences, parsed data, or other output (collectively, **Output**), based on prompts or documents that you submit to the Services. We make no representation, warranty, or guarantee that Output will be accurate, unique, or non-infringing, or that the Output.

Feedback

You may choose to provide us with feedback regarding the Services, including in the form of ideas, suggestions, proposals, or examples involving your User Content ("**Feedback**"). In such event, you agree that we are free to use the Feedback for our business purposes, including by incorporation into the Services without any payment or attribution or other obligation to you.

Third Party Terms

We may make third-party software and services (including plug-ins and extensions) available to you through the Services as a convenience. Third-party software and services are not Services as defined in the Terms of Use and your acquisition and use of such third-party software and services is solely between you and the third party. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Geographic Restrictions

We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

THE SERVICES AND OUTPUT ARE PROVIDED AS-IS WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE SERVICES AND OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY, ITS AFFILIATES, LICENSORS AND THIRD-PARTY PROVIDERS (**COVERED PARTIES**) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE COVERED PARTIES MAKE NO COMMITMENTS ABOUT THE USER CONTENT OR OTHER CONTENT WITHIN THE SERVICES OR THE OUTPUT. THE COVERED PARTIES FURTHER DISCLAIM ANY WARRANTY THAT (A) THE SERVICES OR OUTPUT WILL MEET YOUR REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, VIRUS OR ERROR-FREE; (B) THE RESULTS OBTAINED FROM THE USE OF THE SERVICES OR OUTPUT WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (C) THE QUALITY OF THE SERVICES OR OUTPUT WILL MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED.

THE COVERED PARTIES SPECIFICALLY DISCLAIM ALL LIABILITY FOR ANY ACTIONS RESULTING FROM YOUR USE OF ANY SERVICES OR OUTPUT. YOUR USE AND ACCESS TO THE SERVICES AND OUTPUT IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF AND ACCESS TO ANY SERVICE, OUTPUT, OR SOFTWARE.

THE COVERED PARTIES ARE NOT RESPONSIBLE FOR: (A) ANY LOSS, CORRUPTION, OR DAMAGE TO YOUR USER CONTENT; (B) THE DELETION OF USER CONTENT; OR (C) THE INCLUSION OF YOUR USER CONTENT BY THIRD PARTIES ON OTHER WEBSITES OR IN OTHER MEDIA.

YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE.

Limitation on Liability

IN NO EVENT SHALL THE COVERED PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, MORAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, REGARDLESS OF CAUSE, INCLUDING LOSSES AND DAMAGES (A) RESULTING FROM LOSS OF USE, DATA, REPUTATION, REVENUE, OR PROFITS; (B) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR OTHER TORTIOUS ACTION; OR (C) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SERVICES OR OUTPUT. OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR RELATED TO THE TERMS OF USE IS LIMITED TO THE AGGREGATE AMOUNT OF \$400. OUR SUPPLIERS WILL HAVE NO LIABILITY IN ANY MATTER ARISING OUT OF OR RELATED TO THE TERMS OF USE. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION (LIMITATION OF LIABILITY) APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE; OR (B) THE COVERED PARTIES KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES. THE TERMS OF USE SET FORTH THE ENTIRE LIABILITY OF THE COVERED PARTIES AS WELL AS YOUR EXCLUSIVE REMEDY WITH RESPECT TO ACCESS AND USE OF THE SERVICES.

THIS AGREEMENT DOES NOT EXCLUDE OR RESTRICT LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM A COVERED PARTYS NEGLIGENCE, FRAUD, OR ITS GROSS NEGLIGENCE OR WILLFUL INTENT. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Services or Output, including, but not limited to, your User Content, any use of the Services expressly authorized in these Terms of Use, or your use of any information obtained from the Services.

Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in San Francisco County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At our sole discretion, we may require you to, and you agree to, submit any disputes arising from these Terms of Use or use of the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration in San Francisco County, California before one arbitrator, administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, and if applicable, its International Arbitration Rules. Except as provided in the Federal Arbitration Act, the arbitration award will be final and binding on the parties. Judgment on the award may be entered in any court having jurisdiction.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Notice to the Company

You may send notices to us at the following address: Reducto, Inc., 695 Minna Street, San Francisco, CA 94103, Attention: Legal.

Notice to You

We may notify you by your email or postal mail associated with your account, postings within the Services, or other legally accepted means. It is your responsibility to keep your account information current to receive notifications.

Non-Assignment

You may not assign or otherwise transfer the Terms of Use or your rights and obligations under the Terms of Use, in whole or in part, without our written consent, and any such attempt will be void. We may assign or transfer our rights under the Terms of Use to a third party without your consent.

Independent Contractors

Nothing in these Terms of Use shall be construed as creating an employer-employee relationship, joint controller, processor-subprocessor relationship, a partnership, or a joint venture between the parties.

Entire Agreement

Unless the Company and you have entered into another binding, written agreement, the Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, regarding the Services.