



KLAXOON AI ADDENDUM

Effective date: November 13th 2024

1. Introduction

These terms govern the use of AI and are in addition to our [Terms of use](#). By accessing or using our Service, you agree to this Klaxoon AI Addendum regarding the use of AI.

2. Definitions

"KLAXOON AI" means KLAXOON feature(s) or functionality as AI-powered that utilize machine learning functionality.

"User Content" means all data or information submitted by or on behalf of the User to the Service.

"Input" means any data, questions, content or text that a User submits to KLAXOON AI for processing.

"Output" means any content generated by KLAXOON AI made available to the User based on Input, such as text, image, audio file, video file or any other content.

3. Use of KLAXOON AI

By using KLAXOON AI, you agree to use the Service lawfully and in accordance with the KLAXOON Terms of Use.

Therefore, you must refrain from using KLAXOON AI in a manner that (i) violates KLAXOON's or any third party's intellectual property rights, and/or anyone's right of privacy or publicity; (ii) is fraudulent or deceptive; (iii) violates the Terms of Use or any applicable laws (iv) result in illegal, discriminatory, unethical, biased purposes; (v) competes with KLAXOON services; and (vi) misleads any person that Output was solely human generated.

KLAXOON does not use User Content to train the machine learning methods and underlying data models. KLAXOON may use data collected from User to improve KLAXOON AI only when User gives its express permission to do so.

At any time, the Administrator can activate or deactivate the use of KLAXOON AI by Users directly from the administration Console.

4. Proprietary Rights and Ownership

Input. You retain ownership of any Input and you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display Input for the purpose of operating the Service. Except for the limited use rights expressly granted herein, you have no right, title, or interest in or to KLAXOON AI or any intellectual property rights related thereto.

Output. Any Output is subject to the same proprietary rights as User Content. You retain ownership of Output, with the same non-exclusive license granted to us for operational purposes and as necessary to provide the Service.

You understand that due to the nature of KLAXOON AI, the generated content might be similar or identical to those provided to other customers.

5. Warranties and disclaimers

No Guarantee of Accuracy. KLAXOON AI is provided "as is" without any warranties of any kind. AI predictions and analyses are based on available data and algorithms, which may not always be accurate or complete. Output generated by AI should be considered as supplementary insights rather than definitive results. You should verify Output as you are responsible for critically evaluating Output and making informed decisions.



Third Party IP. KLAXOON does not guarantee that Output will not include or reflect third-party content or that they will not infringe upon third-party intellectual property rights. Claims related to intellectual property infringement or misappropriation by the Output are not covered under KLAXOON's indemnification obligations outlined in the Terms of Use.

LIMITATION OF LIABILITY: KLAXOON LIABILITY RESULTING FROM THE USE OF KLAXOON AI IS SUBJECT TO THE LIMITATION OF LIABILITY AS SET OUT IN THE KLAXOON TERMS OF USE.

6. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD KLAXOON, ITS AFFILIATES, AND ITS RESPECTIVE REPRESENTATIVES HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, MADE IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF KLAXOON AI. KLAXOON RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES. YOU SHALL PAY ANY RESULTING JUDGMENT, OR SETTLEMENT, AND ALL COSTS, INCLUDING ALL REASONABLE ATTORNEY'S FEES, AND EXPENSES RELATED THERETO.

7. Third Party terms

KLAXOON uses Microsoft Azure OpenAI Service to deliver KLAXOON AI. Klaxoon and the Azure OpenAI service do not use any User Content entered or generated for any purpose other than those set out in the Terms of Use.

Input and Output generated by KLAXOON AI:

- are NOT available to other customers.
- are NOT available for OpenAI.
- are NOT used to improve Microsoft or any third party's products or services.
- are NOT used to automatically enhance Azure OpenAI templates and models

For Europe-based hosting, the processed data is sent to an AI model hosted in Europe by Microsoft Azure OpenAI on the KLAXOON cloud.

For USA-based hosting, the processed data is sent to an AI model hosted in the USA by Microsoft Azure OpenAI on the KLAXOON cloud.

All data, privacy, and security information for the Azure OpenAI service can be found [HERE](#).

For the avoidance of doubt, you are informed that Azure OpenAI Service will NOT temporarily store prompts and generated content to monitor for and prevent abusive or harmful uses or outputs of the Azure OpenAI Service in accordance with [abuse monitoring](#) documentation.

8. Modifications

KLAXOON reserves the right to modify these terms at any time. Significant changes to these terms will be communicated to you through appropriate channels, such as email notifications or in-Tool alerts. Continued use of KLAXOON AI after such modifications constitutes acceptance of the revised terms.

9. Contact

For any questions, concerns, or feedback regarding the use of KLAXOON AI, the User can contact KLAXOON team at the following address: help@klaxoon.com