

# Terms of Service

By using the Neptune.ml web site and web application ("Service"), or any services of Neptune Labs Inc ("Neptune Labs"), you are agreeing to be bound by the following terms and conditions ("Terms of Service"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

If Neptune Labs makes material changes to these Terms, we will notify you by email and/or by posting a notice on our site before the changes are effective. Any new features that augment or enhance the current Service, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time on the Site.

Violation of any of the terms below will result in the termination of your Account. While Neptune Labs prohibits such conduct and Content on the Service, you understand and agree that Neptune Labs cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

## A. Account Terms

1. You must be 13 years or older to use this Service.
2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
4. Your login may only be used by one person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.
5. You are responsible for maintaining the security of your account and password. Neptune Labs cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You are responsible for all Content posted and activity that occurs under your account.
7. One person or legal entity may not maintain more than one free account.
8. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).
9. You may not use this Service if you are a direct competitor, except with Neptune Labs's prior written consent. You may not use or access the Service to compile data in a manner that is used or usable by a competitive product or service.

## B. Use Terms

You expressly understand and agree that Neptune Labs shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or

other intangible losses (even if Neptune Labs has been advised of the possibility of such damages), resulting from your use of the Services.

Abuse or excessively frequent requests to Neptune Labs may result in the temporary or permanent suspension of your account's access. Neptune Labs, in its sole discretion, will determine abuse or excessive usage. Neptune Labs will make a reasonable attempt via email to warn the account owner prior to suspension.

Neptune Labs reserves the right at any time to modify or discontinue, temporarily or permanently, your access with or without notice.

### Excessive Bandwidth Use

If we determine your bandwidth usage to be significantly excessive in relation to other Neptune Labs customers, we reserve the right to suspend your account or throttle your requests until you can reduce your bandwidth consumption.

### Cryptocurrency Mining

Mining cryptocurrency is strictly prohibited on Neptune Labs platform. This applies to customers in all plans. This will result in forfeiture of signup (free) credits and permanent account closure.

## C. Payment, Refunds, Upgrading and Downgrading Terms

1. Our pricing and payment terms are available at <https://neptune.ml/pricing/> . If you agree to a subscription price, that will remain your price for the duration of the payment term; however, prices are subject to change at the end of a payment term.
2. Neptune Labs bills you accordingly to your selected pricing plan as specified at <https://neptune.ml/pricing/> .
3. If you are enrolled in a monthly subscription plan, we calculate your usage and bill you for that amount of usage at the prevailing rates displayed on our website. At least once a month, we will bill you for the

usage charges you have accrued over the preceding month (unless other payment terms have been arranged. Please note that we will round each charge up to the nearest cent (so the minimum charge is 1 cent).

4. Downgrading your plan may cause the loss of Content, features, or capacity of your Account. Neptune Labs does not accept any liability for such loss.

#### Upgrades, Downgrades, and Changes

1. We will immediately bill you when you upgrade from the free plan to any paying plan.
2. You may change your level of service at any time by choosing a pricing plan option. Downgrades will take effect immediately. If you choose to downgrade your account, you may lose access to Content, features, or capacity of your account.

#### Refunds

The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, downgrade refunds, or refunds for unused resources. In order to treat everyone equally, no exceptions will be made.

#### Authorization

By agreeing to these Terms, you are giving us permission to charge your on-file credit card, or other approved methods of payment for fees that you authorize for Neptune Labs.

#### Responsibility for Payment

You are responsible for all fees, including taxes, associated with your use of the Service. By using the Service, you agree to pay Neptune Labs any charge incurred in connection with your use of the Service. If you dispute the matter,

contact [contact@neptune.ml](mailto:contact@neptune.ml). You are responsible for providing us with a valid means of payment for paid accounts. Free accounts are not required to provide payment information.

## D. Cancellation and Termination

You are solely responsible for properly canceling your account. Contact [contact@neptune.ml](mailto:contact@neptune.ml) for canceling your account.

Neptune Labs, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Neptune Labs service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Neptune Labs reserves the right to refuse service to anyone for any reason at any time.

## E. Modification of the Services

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement via email before the change taking effect. For non-material modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service.

Neptune Labs reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Neptune Labs shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## F. Copyright and Content Ownership

We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, if you set your pages to be viewed publicly, you agree to allow others to view your Content.

Neptune Labs does not pre-screen Content, but Neptune Labs and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

You shall defend Neptune Labs against any claim, demand, suit or proceeding made or brought against Neptune Labs by a third party alleging that Your Content, or Your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Neptune Labs for any damages finally awarded against, and for reasonable attorney's fees incurred by Neptune Labs in connection with any such claim, demand, suit or proceeding; provided, that Neptune Labs (a) promptly gives You written notice of the claim, demand, suit or proceeding; (b) gives You sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that You may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Neptune Labs of all liability); and (c) provides to You all reasonable assistance, at Your expense.

The look and feel of the Service is copyright ©2018 Neptune Labs Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, Python or visual design elements or concepts without express written permission from Neptune Labs.

## G. Proprietary Rights

You acknowledge and agree that Neptune Labs owns all legal right, title and interest in and to the Neptune Labs Services, including any intellectual property rights which subsist in the Neptune Labs Services (whether those

rights happen to be registered or not, and wherever in the world those rights may exist).

Except as provided in Section G, Neptune Labs acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content or Applications that you create, submit, post, transmit or display on, or through, the Neptune Labs Services, including any intellectual property rights which subsist in that Content and the Application (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Neptune Labs, you agree that you are responsible for protecting and enforcing those rights and that Neptune Labs has no obligation to do so on your behalf.

Neptune Labs claims no ownership or control over any Content or Application. You retain copyright and any other rights you already hold in the Content and/or Application, and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying the Content on or through the Service you give Neptune Labs a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, perform, display and distribute such Content for the sole purpose of enabling Neptune Labs to provide you with the Neptune Labs Services consistent with your privacy settings and in keeping with our security procedures.

By adding a collaborator to your Project, you hereby grant to that user a non-exclusive, royalty-free, non-transferable license, with no right to sub-license, to use, display, perform, reproduce, modify, publish, distribute, list information regarding, edit, translate and analyze such Projects(s) and Content as permitted by the relevant Neptune Labs Services functionality or features for the sole purpose of collaborating on development of the Application(s).

Neptune Labs maintains the security of its service in keeping with industry best practice and takes all reasonable and generally accepted precautions against security breach.

You may choose to or we may invite you to submit comments or ideas about the Neptune Labs Services, including without limitation about how to improve the Neptune Labs Services or our products (“Ideas”). By submitting any Idea,

you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Neptune Labs under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

## H. General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEPTUNE LABS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.
3. Support for Neptune Labs services is available as specified in your client proposal. If you do not have a client proposal, then support is best efforts in English via email.
4. You understand that Neptune Labs uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. Neptune Labs works with these vendors to maintain the security, privacy, and other policies specified herein.
5. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Neptune Labs, or any other Neptune Labs service.



6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Neptune Labs.
7. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
8. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Neptune Labs customer, employee, member, or officer will result in immediate account termination.
9. You understand that the technical processing and transmission of the Service, including your Content, may be transferred and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
10. You agree that Neptune Labs, in its sole discretion and for any or no reason, may terminate your account or any part thereof. You agree that any termination of your access to the Neptune Labs Services may be without prior notice, and you agree that Neptune Labs will not be liable to you or any third party for such termination.
11. You are solely responsible for exporting your Content and Application(s) from the Neptune Labs Services prior to termination of your account for any reason, provided that if we terminate your account, we will provide you a reasonable opportunity to retrieve your Content and Application(s).
12. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
13. You must not transmit any worms or viruses or any code of a destructive nature.
14. You agree not to (a) access (or attempt to access) the administrative interface of the Services by any means other than through the interface

that is provided by Neptune Labs in connection with the Neptune Labs Services, unless you have been specifically allowed to do so in a separate agreement with Neptune Labs, or (b) engage in any activity that interferes with or disrupts the Neptune Labs Services (or the servers and networks which are connected to the Service).

15. The Services shall be subject to the privacy policy for the Neptune Labs Services available on this site. You agree to the use of your data in accordance with the privacy policies.
16. If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by Neptune Labs) of other Neptune Labs customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.
17. Neptune Labs does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
18. You expressly understand and agree that Neptune Labs shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Neptune Labs has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) statements or conduct of any third party on the service; (iv) or any other matter relating to the service.

19. The failure of Neptune Labs to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Neptune Labs and govern your use of the Service, superseding any prior agreements between you and Neptune Labs (including, but not limited to, any prior versions of the Terms of Service). You agree that these Terms of Service and Your use of the Service are governed under **Delaware** law.

20. Questions about the Terms of Service should be sent to [contact@neptune.ml](mailto:contact@neptune.ml).

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