

# Neptune Terms of Service

Thank you for using Neptune! We're happy you're here. Please read this Terms of Service agreement carefully before accessing or using Neptune. Because it is such an important contract between us and our users, we have tried to make it as clear as possible. For your convenience, we have presented these terms in a short non-binding summary followed by the full legal terms.

## Summary

Section	What can you find there?
A. Definitions	Some basic terms, defined in a way that will help you understand this agreement. Refer back up to this section for clarification.
B. Account Terms	These are the basic requirements of having an Account on Neptune.
C. Acceptable Use	These are the basic rules you must follow when using your Neptune Account.
D. User-Generated Content	You own the content you post on Neptune. However, you have some responsibilities regarding it, and we ask you to grant us some rights so we can provide services to you.
E. Private Projects	This section talks about how Neptune will treat content you post in private projects.

F. Copyright & DMCA Policy	This section talks about how Neptune will respond if you believe someone is infringing your copyrights on Neptune.
G. Intellectual Property Notice	This describes Neptune's rights in the website and service.
H. API Terms	These are the rules for using Neptune's APIs, whether you are using the API for development or data collection.
I. Third Party Applications	We have a few rules for creating apps for other Users.
J. Payment	You are responsible for payment. We are responsible for billing you accurately.
K. Cancellation and Termination	You may cancel this agreement and close your Account at any time.
L. Communications with Neptune	We only use email and other electronic means to stay in touch with our users. We do not provide phone support.
M. Disclaimer of Warranties	We provide our service as is, and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.

N. Limitation of Liability	We will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.
O. Release and Indemnification	You are fully responsible for your use of the service.
P. Changes to these Terms of Service	We may modify this agreement, but we will give you 30 days' notice of changes that affect your rights.
R. Miscellaneous	Please see this section for legal details including our choice of law.

# The Neptune Terms of Service

Effective date: March 7,2019

## A. Definitions

Short version: *We use these basic terms throughout the agreement, and they have specific meanings. You should know what we mean when we use each of the terms. There's not going to be a test on it, but it's still useful information.*

1. The "Agreement" refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the "Terms of Service" or the "Terms") and all other operating rules, policies (including the Neptune Privacy Policy, available at <https://neptune.ml/privacy-policy/>) and procedures that we may publish from time to time on the Website.
2. The "Service" refers to the applications, software, products, and services provided by Neptune.
3. The "Website" refers to Neptune's website located at neptune.ml, and all content, services, and products provided by Neptune at or through the Website. It also refers to Neptune-owned subdomains of neptune.ml, such as ui.neptune.ml and docs.neptune.ml. Occasionally, websites owned by Neptune may provide different or additional terms of service. If those additional terms conflict with this Agreement, the more specific terms apply to the relevant page or service.
4. "The User," "You," and "Your" refer to the individual person, company, or organization that has visited or is using the Website or Service; that accesses or uses any part of the Account; or that directs the use of the Account in the performance of its functions. A User must be at least 13 years of age.
5. "Neptune," "We," and "Us" refer to Neptune Labs, Inc., as well as our affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.
6. "Content" refers to content featured or displayed through the Website, including without limitation text, data, articles, images, photographs, graphics, software, applications, designs, features, and other materials that are available on the Website or otherwise available through the Service. "Content" also includes Services. "User-Generated Content" is Content, written or otherwise, created or uploaded by our Users. "Your Content" is Content that you create or own.

7. An "Account" represents your legal relationship with Neptune. A "User Account" represents an individual User's authorization to log in to and use the Service and serves as a User's identity on Neptune. "Organizations" are shared workspaces that may be associated with a single entity or with one or more Users where multiple Users can collaborate across many projects at once. A User Account can be a member of any number of Organizations.

## B. Account Terms

*Short version: User Accounts and Organizations have different administrative controls; a human must create your Account; you must be 13 or over; you must provide a valid email address; and you may not have more than one free Account. You alone are responsible for your Account and anything that happens while you are signed in to or using your Account. You are responsible for keeping your Account secure.*

### 1. Account Controls

- Users. Subject to these Terms, you retain ultimate administrative control over your User Account and the Content within it.
- Organizations. The "owner" of an Organization that was created under these Terms has ultimate administrative control over that Organization and the Content within it. Within the Service, an owner can manage User access to the Organization's data and projects. An Organization may have multiple owners, but there must be at least one User Account designated as an owner of an Organization. If you are the owner of an Organization under these Terms, we consider you responsible for the actions that are performed on or through that Organization.

## 2. Required Information

You must provide a valid email address in order to complete the signup process. Any other information requested, such as your real name, is optional, unless you are accepting these terms on behalf of a legal entity (in which case we need more information about the legal entity) or if you opt for a paid Account, in which case additional information will be necessary for billing purposes.

## 3. Account Requirements

We have a few simple rules for User Accounts on Neptune's Service.

- You must be a human to create an Account. Accounts registered by "bots" or other automated methods are not permitted. We do permit machine accounts:
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- One person or legal entity may maintain no more than one free Account.
- You must be age 13 or older. While we are thrilled to see brilliant young data scientists get excited by learning data science, we must comply with United States law. Neptune does not target our Service to children under 13, and we do not permit any Users under 13 on our Service. If we learn of any User under the age of 13, we will terminate that User's Account immediately. If you are a resident of a country outside the United States, your country's minimum age may be older; in such a case, you are responsible for complying with your country's laws.
- Your login may only be used by one person — i.e., a single login may not be shared by multiple people.

## 4. User Account Security

You are responsible for keeping your Account secure while you use our Service. You are responsible for all content posted and activity that occurs under your Account (even when content is posted by others who have Accounts under your Account).

- You are responsible for maintaining the security of your Account and password. Neptune cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You will promptly notify Neptune if you become aware of any unauthorized use of, or access to, our Service through your Account, including any unauthorized use of your password or Account.

## 5. Additional Terms

In some situations, third parties' terms may apply to your use of Neptune. For example, you may be a member of a project on Neptune with its own terms or license agreements; you may download an application that integrates with Neptune. Please be aware that while these Terms are our full agreement with you, other parties' terms govern their relationships with you.

## C. Acceptable Use

*Short version: Neptune hosts a wide variety of collaborative projects from all over the world, and that collaboration only works when our users are able to work together in good faith. While using the service, you must follow this Acceptable Use Policy, which includes some restrictions on content you can post, conduct on the service, and other limitations. In short, be excellent to each other.*

### 1. Compliance with Laws and Regulations

Your use of the Website and Service must not violate any applicable laws, including copyright or trademark laws, export control laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Service is in compliance with laws and any applicable regulations.

## 2. Content Restrictions

You agree that you will not under any circumstances upload, post, host, or transmit any content that:

- is unlawful or promotes unlawful activities;
- is or contains sexually obscene content;
- is libelous, defamatory, or fraudulent;
- is discriminatory or abusive toward any individual or group;
- contains or installs any active malware or exploits, or uses our platform for exploit delivery (such as part of a command and control system); or
- infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights.

## 3. Conduct Restrictions

While using Neptune, you agree that you will not under any circumstances:

- harass, abuse, threaten, or incite violence towards any individual or group, including Neptune employees, officers, and agents, or other Neptune Users;
- use our servers for any form of excessive automated bulk activity (for example, spamming), or relay any other form of unsolicited advertising or solicitation through our servers, such as get-rich-quick schemes;
- attempt to disrupt or tamper with Neptune's servers in ways that could harm our Website or Service, to place undue burden on Neptune's servers through automated means, or to access Neptune's Service in ways that exceed your authorization impersonate any person or entity, including any of our employees or representatives, including through false association with Neptune, or by fraudulently misrepresenting your identity or site's purpose; or

- violate the privacy of any third party, such as by posting another person's personal information without consent.

#### 4. Services Usage Limits

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 Neptune's express written permission.

#### 5. Scraping

Scraping refers to extracting data from our Website via an automated process, such as a bot or webcrawler. It does not refer to the collection of information through Neptune's API. Please see Section H for our API Terms. You may scrape the website for the following reasons:

- Researchers may scrape public, non-personal information from Neptune for research purposes, only if any publications resulting from that research are open access.
- Archivists may scrape Neptune for public data for archival purposes.

You may not scrape Neptune for spamming purposes, including for the purposes of selling Neptune users' personal information, such as to recruiters, headhunters, and job boards.

All use of Neptune data gathered through scraping must comply with the Neptune Privacy Policy.

#### 6. Privacy

Misuse of Neptune Users' Personal Information is prohibited.

Any person, entity, or service collecting data from Neptune must comply with the Neptune Privacy Policy, particularly in regards to the collection of our Users' Personal Information (as defined in the Neptune Privacy Policy). If you collect any Neptune User's Personal Information from Neptune, you agree that you will only use the Personal Information you gather for the purpose for which our User has authorized it. You agree that you will reasonably secure any Personal Information you have gathered from Neptune, and you will respond promptly to complaints, removal requests, and "do not contact" requests from Neptune or Neptune Users.

#### 7. Excessive Bandwidth Use

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

#### 8. User Protection

You agree not to engage in activity that significantly harms our Users. We will resolve disputes in favor of protecting our Users as a whole.

### D. User-Generated Content

*Short version: You own content you create, but you allow us certain rights to it, so that we can display and share the content you post. You still have control over your content, and responsibility for it, and the rights you grant us are limited to those we need to provide the service. We have the right to remove content or close Accounts if we need to.*

#### 1. Responsibility for User-Generated Content

You may create or upload User-Generated Content while using the Service. You are solely responsible for the content of, and for any harm resulting from, any User-Generated

Content that you post, upload, link to or otherwise make available via the Service, regardless of the form of that Content. We are not responsible for any public display or misuse of your User-Generated Content.

## 2. Neptune May Remove Content

We do not pre-screen User-Generated Content, but we have the right (though not the obligation) to refuse or remove any User-Generated Content that, in our sole discretion, violates any Neptune terms or policies.

## 3. Ownership of Content, Right to Post, and License Grants

You retain ownership of and responsibility for Your Content. If you're posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any Content you post; that you will only submit Content that you have the right to post; and that you will fully comply with any third party licenses relating to Content you post.

Because you retain ownership of and responsibility for Your Content, we need you to grant us — and other Neptune Users — certain legal permissions, listed in Sections D.4 — D.7. These license grants apply to Your Content. If you upload Content that already comes with a license granting Neptune the permissions we need to run our Service, no additional license is required. You understand that you will not receive any payment for any of the rights granted in Sections D.4 — D.7. The licenses you grant to us will end when you remove Your Content from our servers,

## 4. License Grant to Us

We need the legal right to do things like host Your Content, publish it, and share it. You grant us and our legal successors the right to store, parse, and display Your Content, and make incidental copies as necessary to render the Website and provide the Service. This includes the right to do things like copy it to our database and make backups; show it to you and other users; parse it into a search index or otherwise analyze it on our servers;

share it with other users; and perform it, in case Your Content is something like music or video.

This license does not grant Neptune the right to sell Your Content or otherwise distribute or use it outside of our provision of the Service.

## 5. License Grant to Other Users

Any User-Generated Content you post publicly, including wiki pages, runs, notebooks, comments, and contributions to other Users' projects, may be viewed by others. By setting your projects to be viewed publicly, you agree to allow others to view your projects. If you set your pages and projects to be viewed publicly, you grant each User of Neptune a nonexclusive, worldwide license to use, display, and perform Your Content through the Neptune Service and to reproduce Your Content solely on Neptune as permitted through Neptune's functionality. You may grant further rights if you adopt a license. If you are uploading Content you did not create or own, you are responsible for ensuring that the Content you upload is licensed under terms that grant these permissions to other Neptune Users.

## 6. Contributions Under Project License

Whenever you make a contribution to a project containing notice of a license, you license your contribution under the same terms, and you agree that you have the right to license your contribution under those terms. If you have a separate agreement to license your contributions under different terms, such as a contributor license agreement, that agreement will supersede.

Isn't this just how it works already? Yep. This is widely accepted as the norm in the open-source community; it's commonly referred to by the shorthand "inbound=outbound". We're just making it explicit.

## 7. Moral Rights

You retain all moral rights to Your Content that you upload, publish, or submit to any part of the Service, including the rights of integrity and attribution. However, you waive these rights and agree not to assert them against us, to enable us to reasonably exercise the rights granted in Section D.4, but not otherwise.

To the extent this agreement is not enforceable by applicable law, you grant Neptune the rights we need to use Your Content without attribution and to make reasonable adaptations of Your Content as necessary to render the Website and provide the Service.

## E. Private projects

*Short version: You may have access to private projects. We treat the content of private projects as confidential, and we only access it for support reasons, with your consent, or if required to for security reasons.*

### 1. Control of Private projects.

Accounts may have private projects, which allow the User to control access to Content.

### 2. Confidentiality of Private projects.

Neptune considers the contents of private projects to be confidential to you. Neptune will protect the contents of private projects from unauthorized use, access, or disclosure in the same manner that we would use to protect our own confidential information of a similar nature and in no event with less than a reasonable degree of care.

### 3. Access.

Neptune employees may only access the content of your private projects in the following situations:

- With your consent and knowledge, for support reasons. If Neptune accesses a private project for support reasons, we will only do so with the owner's consent and knowledge.
- When access is required for security reasons, including when access is required to maintain ongoing confidentiality, integrity, availability and resilience of Neptune's systems and Service.

You may choose to enable additional access to your private projects. For example:

- You may enable various Neptune services or features that require additional rights to Your Content in private projects. These rights may vary depending on the service or feature, but Neptune will continue to treat your private project Content as confidential. If those services or features require rights in addition to those we need to provide the Neptune Service, we will provide an explanation of those rights.

#### 4. Exclusions.

If we have reason to believe the contents of a private project are in violation of the law or of these Terms, we have the right to access, review, and remove them. Additionally, we may be compelled by law to disclose the contents of your private projects.

## F. Copyright Infringement and DMCA Policy

If you believe that content on our website violates your copyright, please contact us [contact@neptune.ml](mailto:contact@neptune.ml). There may be legal consequences for sending a false or frivolous

takedown notice. Before sending a takedown request, you must consider legal uses such as fair use and licensed uses.

We will terminate the Accounts of repeat infringers of this policy.

## G. Intellectual Property Notice

Short version: *We own the service and all of our content. In order for you to use our content, we give you certain rights to it, but you may only use our content in the way we have allowed.*

### 1. Neptune's Rights to Content

Neptune and our licensors, vendors, agents, and/or our content providers retain ownership of all intellectual property rights of any kind related to the Website and Service. We reserve all rights that are not expressly granted to you under this Agreement or by law. The look and feel of the Website and Service is copyright © Neptune Labs, Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Neptune.

### 2. License to Neptune Policies

This Agreement is licensed under Creative Commons for details please see <https://creativecommons.org/publicdomain/zero/1.0/>.

## H. API Terms

Short version: *You agree to these Terms of Service, plus this Section H, when using any of Neptune's APIs (Application Provider Interface), including use of the API through a third party product that accesses Neptune.*

## No Abuse or Overuse of the API

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

You may not share API tokens to exceed Neptune's rate limitations.

You may not use the API to download data or Content from Neptune for spamming purposes, including for the purposes of selling Neptune users' personal information, such as to recruiters, headhunters, and job boards.

All use of the Neptune API is subject to these Terms of Service and Neptune Privacy Policy.

## I. Third Party Applications

Short version: *You need to follow certain rules if you create an application for other Users,*

### 1. Creating Applications

If you create a third-party application or other developer product that collects User Personal Information or User-Generated Content and integrates with the Service through Neptune's API or otherwise ("Developer Product"), and make it available for other Users, then you must comply with the following requirements:

- You must comply with this Agreement and the Neptune Privacy Policy.

- Except as otherwise permitted, such as by law or by a license, you must limit your usage of the User Personal Information or User-Generated Content you collect to that purpose for which the User has authorized its collection.
- You must take all reasonable security measures appropriate to the risks, such as against accidental or unlawful destruction, or accidental loss, alteration, unauthorized disclosure or access, presented by processing the User Personal Information or User-Generated Content.
- You must not hold yourself out as collecting any User Personal Information or User-Generated Content on Neptune's behalf, and provide sufficient notice of your privacy practices to the User, such as by posting a privacy policy.
- You must provide Users with a method of deleting any User Personal Information or User-Generated Content you have collected through Neptune after it is no longer needed for the limited and specified purposes for which the User authorized its collection, except where retention is required by law or otherwise permitted, such as through a license.

## 2. Using Third-Party Applications

You may grant a Developer Product authorization to use, access, and disclose the contents of your projects, including your private projects. Some Developer Products can be used for performing automated tasks, and often times multiple Users may direct the actions of a Developer Product. However, if you purchase and/or set up a Developer Product on your Account, or you are an owner of an Account with an integrated Developer Product, then you will be responsible for the Developer Product's actions that are performed on or through your Account. Neptune makes no warranties of any kind in relation to Developer Products and is not liable for disclosures to third parties that you authorize to access Your Content. Your use of any third-party applications is at your sole risk.

## J. Payment

Short version: *You are responsible for any fees associated with your use of Neptune. We are responsible for communicating those fees to you clearly and accurately, and letting you know well in advance if those prices change.*

### 1. Pricing

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. Upgrades, Downgrades, and Changes of an Organization Pricing Plan

- We will immediately bill you when you upgrade from the free plan to any paying plan for the first time within the Organization.
- Organizations are charged based on a subscription plan of their choice. A subscription plan describes the number of projects you can create in Neptune within the Organization. It is also associated with a monthly fee described in pricing.
- At any point you can upgrade or downgrade your Organization subscription. Upgrading your subscription plan means entering the subscription plan above the current one. Similarly, downgrading means entering the subscription plan below the current one.
- You are billed monthly, at the beginning of your payment cycle. The payment cycle begins when you first upgrade your subscription to a non-free subscription plan.
- If you upgrade your subscription during a payment cycle, a prorated fees will be applied to your next billing statement: you will only be charged for the time between the upgrade and the end of the payment cycle.

- If you downgrade your subscription during a payment cycle, a prorated fees will lower your next billings statements: effectively you will be charged more only for the time you had been on higher pricing plan, unless you cancel Account or switch to free Organization plan, since Neptune does not do refunds as described in J.3.

### 3. Billing Schedule; No Refunds

Monthly fees for the Service are billed in advance on a monthly basis and besides cases described in J.2 are non-refundable. In order to treat everyone equally, no exceptions will be made.

### 4. Authorization

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

### 5. 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 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.

## K. Cancellation and Termination

*Short version: You may close your Account at any time. If you do, we'll treat your information responsibly.*

## 1. Account Cancellation

It is your responsibility to properly cancel your Account with Neptune. You can cancel your Account at any time via Neptune's web UI or by contacting us via email [contact@neptune.ml](mailto:contact@neptune.ml).

## 2. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile and the Content of your projects within 90 days of cancellation or termination (though some information may remain in encrypted backups). This information can not be recovered once your Account is cancelled.

We will not delete Content that you have contributed to other Users' projects.

## 3. Neptune May Terminate

Neptune has the right to suspend or terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. Neptune reserves the right to refuse service to anyone for any reason at any time.

## 4. Survival

All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

# L. Communications with Neptune

Short version: *We use email and other electronic means to stay in touch with our users.*

## 1. Electronic Communication Required

For contractual purposes, you (1) consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and (2) agree that all Terms of Service, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

## 2. Legal Notice to Neptune Must Be in Writing

Communications made through email will not constitute legal notice to Neptune or any of its officers, employees, agents or representatives in any situation where notice to Neptune is required by contract or any law or regulation. Legal notice to Neptune must be in writing.

## 3. No Phone Support

Neptune only offers support via email, in-Service communications, and electronic messages. We do not offer telephone support.

## M. Disclaimer of Warranties

*Short version: We provide our service as is, and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.*

Neptune provides the Website and the Service “as is” and “as available,” without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

Neptune does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

## N. Limitation of Liability

*Short version: We will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.*

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Service;
- any other user interactions that you input or receive through your use of the Service; or
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its

essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

## O. Release and Indemnification

Short version: *You are responsible for your use of the service. If you harm someone else or get into a dispute with someone else, we will not be involved.*

If you have a dispute with one or more Users, you agree to release Neptune from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the Website and the Service, including but not limited to your violation of this Agreement, provided that Neptune (1) promptly gives you written notice of the claim, demand, suit or proceeding; (2) 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 of all liability); and (3) provides to you all reasonable assistance, at your expense.

## P. Changes to These Terms

Short version: *We want our users to be informed of important changes to our terms, but some changes aren't that important – we don't want to bother you every time we fix a typo. So while we may modify this agreement at any time, we will notify users of any changes that affect your rights and give you time to adjust to them.*

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, such as price changes, at least

30 days prior to the change taking effect by posting a notice on our Website. For non-material modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.

## Q. Miscellaneous

### 1. Governing Law

Except to the extent applicable law provides otherwise, this Agreement between you and Neptune and any access to or use of the Website or the Service are governed by the federal laws of the United States of America and the laws of the State of New York, without regard to conflict of law provisions. You and Neptune agree to submit to the exclusive jurisdiction and venue of the courts located in the City and County of New York, NY.

### 2. Non-Assignability

Neptune may assign or delegate these Terms of Service and/or the Neptune Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent, including the license grant in Section D.4. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment and delegation by you is void.

### 3. Section Headings and Summaries

Throughout this Agreement, each section includes titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.

#### 4. Severability, No Waiver, and Survival

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of Neptune to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

#### 5. Amendments; Complete Agreement

This Agreement may only be modified by a written amendment signed by an authorized representative of Neptune, or by the posting by Neptune of a revised version of Terms of Service. These Terms of Service, together with the Neptune Privacy Policy, represent the complete and exclusive statement of the agreement between you and us. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and Neptune relating to the subject matter of these terms including any confidentiality or nondisclosure agreements.

#### 6. Questions

Questions about the Terms of Service? Contact us at [contact@neptune.ml](mailto:contact@neptune.ml).