



# Sana AI Terms of Use

Last updated: April 8, 2024

These Terms of Use ("Terms") govern the use and provision of Sana AI ("the Services") provided by Sana Labs AB or a Sana Labs AB-affiliated company (collectively, "Sana" or "we" in any form). By using Services, you agree to these Terms.

## **1 Registration and Access**

The Services comprise a cloud service that is generally available 24/7 except for interruptions due to support and maintenance. To use the Services, you will be responsible for obtaining and maintaining, at your expense, all necessary telecommunication, computer hardware, software and Internet connectivity and firewalls required from time to time to use the Services and that they work properly.

When registering for the Services, you must register a user ID and password ("Access Credentials") to create an account for the Services. You must provide accurate and complete information to register for an account and keep your account information updated. You shall safeguard the Access Credentials and be responsible for all acts and omissions under your account and notify us immediately of any suspected or confirmed unauthorized access to or use of the Services or your Access Credentials.

### User of Company Subscriber

If you use the Services for business purposes you represent that you have the authority to use the Services for the organization at hand and that you have the authority to accept and be bound by the Terms on the organization's behalf. You may not make your Access Credentials or account available to others outside your organization, and you are responsible for all activities that occur using your Access Credentials. In the following, where applicable, "you" means the organization that you represent.

Subscriber will be provided with administrative privileges to assigned staff ("Administrators") to manage one or several Access Credentials for the Subscriber's use of the Services. Access Credentials shall only be given to end users within the relevant organization (including Subscriber Affiliates, if any) and the Administrator may be able to: (a) add, remove, and suspend end users' access to Services; (b) access, share, and remove Input; and (c) access logging and information about end users' use of the Services.

### Consumer Users - Free Tier

If you are an individual that uses the Services for your private purpose (consumer), you must be at least 18 years old (or older if it is the legal age in your jurisdiction). Consumers may only use the Free Tier of the Services.

You must be a User of Company Subscriber to subscribe for the Services that require payment of a subscription fee.

### Limitation applicable on the Free Tier

You may not create more than one account to benefit from the Free Tier of the Services. We reserve the right at any time to suspend access to the Services if we believe in our sole discretion, you are in breach of these Terms or on reasonable notice if we cease providing a Free Tier of the Services.

## **2 Usage Requirements**

**(a) Use of Services.** You may access, and we grant you a non-exclusive right during the Term (as defined below) to use the Services in accordance with these Terms. You will comply with these Terms and all applicable laws when using the Services. We and our affiliates or licensors own all rights, title, and interest in and to the Services including but not limited to all inventions (whether or not patentable), copyright, design, trademarks, database rights, knowhow, underlying algorithms, models, data inputs, and processing methodologies as well as modifications, updates and upgrades thereof. Nothing in these Terms shall be considered a transfer or license to those rights, except for your limited right to use the Services during the Term. Sana reserves the right, in its sole discretion, at any time to make improvements, additions, modifications (including removing functionalities), and to correct any errors or defects in the Services, notwithstanding that such measures may temporarily impair your access to or use of the Services. Any enhancements, modifications, or improvements made by you to the Services, or made by Sana using Input (as defined below), shall be the exclusive property of Sana.

Sana will take reasonable measures to mitigate the risk of unlawful discrimination or bias in the development, training, deployment, and ongoing use of the Services. You acknowledge that Sana's ability to address and mitigate discrimination or bias issues may be dependent on the accuracy, representativeness, and quality of the Inputs (as defined below) provided by you or used during the training or operation of the Services.

**(b) Feedback.** We appreciate feedback, comments, ideas, proposals, and suggestions for improvements. If you provide any of these things, we may use it without restriction or compensation to you.

**(c) Restrictions.** You may not (i) use the Services in a way that infringes, misappropriates or violates any person's rights; (ii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services (except to the extent such restrictions are contrary to applicable law); (iii) except as permitted through the API, use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, or web data extraction; (iv) represent that Output (as defined below) from the Services was human-generated when it was not or otherwise violate these Terms; (v) buy, sell, or transfer licenses or API keys without our prior consent; (vi), send us any personal information of children under 13 or the applicable age of digital consent; or (v) use the Services in a manner that interferes or attempts to interfere with the proper working of the Services, or (vi) use the Services to share or store inappropriate material. You will comply with any rate limits and other requirements in our documentation. You may use Services only in geographies currently supported by Sana.

**(d) Third-party services.** Any third-party software, services, or other products ("third-party services") you use in connection with the Services (including but not limited to such that constitute Input, (as defined below)) are subject to their own terms, and you are solely responsible for complying with all terms and conditions governing such third-party services. For avoidance of doubt, Sana does not provide any warranty, liability, or support with respect to any third-party services.

### 3 Input and Output

**(a) Input and Output.** "Input" means the data, software, third-party services, and other content uploaded, accessed, stored, or submitted (via the API or by other means) for the use of the Services by or on behalf of you, including voice recordings, prompting and other interactions with the Services.

You are solely responsible for any and all obligations with respect for the accuracy, quality and legality of the Input. You are further responsible for all third-party licenses, consents and permissions needed for us to use the Input to provide the Services (including but not limited to verifying that the Output does not infringe in any third party's rights). The Input you provide will deliver output generated and returned by the Services based on the Input ("Output"). As between the parties and to the extent permitted by applicable law, you represent that you own or have relevant permission to all Input. Subject to your compliance with these Terms, Sana hereby licenses to you a non-exclusive, non-transferable right to use the Output. This means that you can use the Output (in whole or in part) for any purpose, including commercial purposes such as sale or publication, as well as to modify the Output, if you comply with these Terms. Sana shall not own any right to any derivative works created from Output. Where Output is solely created from Subscriber's Confidential Information, any rights related to Output shall be solely Subscriber's.

You grant to Sana a non-exclusive license to use the Input for the provision of the Services. Except for the license granted to us, you reserve all right, title, and interest in and to the Input. Sana may collect and analyze aggregated and anonymized usage data derived from your use of the Services to improve the performance, functionality, and overall user experience of the Services, provided that such data cannot be linked back to you or identify any confidential information.

**(b) Similarity of Output.** Due to the nature of machine learning, Output may not be unique across users and the Services may generate the same or similar output for Sana or a third party. For example, you may provide input to a model such as "What color is an orange?" and receive output such as "The orange is orange." Other users may also ask similar questions and receive the same response. Responses that are requested by and generated for other users are not considered Output licensed to you.

**(c) Use of Content to Improve Services.** Notwithstanding anything contrary herein, you agree that Sana has the right to collect, use and analyze any anonymized information derived from the Input for our internal business purposes, including to improve our Services by training our algorithms for the purposes of improving search results ranking, user experience and application infrastructure. We do however not use your Input to train generative AI models.

**(d) Accuracy.** Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services may in some situations result in incorrect Output that does not accurately reflect real people, places, or facts. You should evaluate the accuracy of any Output as appropriate for your use case, including by using human review of the Output.

## **4 Company Subscriber - Subscription Service Agreement**

User of Company Subscriber may subscribe for the improved version of the Services subject to payment of the applicable fees for the services ("Fees") charged in accordance with our offered subscription plans and payment methods from time to time. Purchase of the improved version is made by; (i) completing the relevant Order Form; (ii) accepting the terms of and signing the Subscription Service Agreement, and (iii) paying the Fees by using one of the payment methods offered from time to time.

## **5 Confidentiality, Security, and Data Protection**

**(a) Confidentiality.** You may be given access to confidential information of Sana, its affiliates, and other third parties. You may use confidential information only as needed to use the Services as permitted under these Terms. You may not disclose confidential information to any third party, and you will protect confidential information in the same manner that you protect your own confidential information of a similar nature, using at least reasonable care. Confidential information means nonpublic information that Sana or its affiliates or third parties designate as confidential or should reasonably be considered confidential under the circumstances, including software, specifications, and other nonpublic business information. Confidential information does not include information that: (i) is or becomes generally available to the public through no fault of yours; (ii) you already possess without any confidentiality obligations when you received it under these Terms; (iii) is rightfully disclosed to you by a third party without any confidentiality obligations; or (iv) you independently developed without using confidential information. You may disclose confidential information when required by law or the valid order of a court or other governmental authority if you give reasonable prior written notice to Sana (when permitted to do so) and use reasonable efforts to limit the scope of disclosure, including assisting us with challenging the disclosure requirement, in each case where possible.

**(b) Security.** You must implement reasonable and appropriate measures designed to help secure your access to and use of the Services. If you discover any vulnerabilities or breaches related to your use of the Services, you must promptly contact Sana and provide details of the vulnerability or breach.

**(c) Processing of Personal Data.**

User of Company Subscriber Each party (you and us) are responsible to ensure compliance with applicable data protection laws.

Information about Sana's processing of personal data can be found in the [DPA](#).

To the extent that you use the Services to process personal data, you must ensure that necessary consent or another legal basis for the processing of such data apply, and you represent to us that you are processing such data in accordance with applicable law. The DPA applies if you will be using the Services to process "personal data" as defined in the GDPR or "Personal Information" as defined in CCPA.

Consumer Users

If you are a Consumer User, Sana acts as data controller for the processing of your personal data that occurs when you use the Services.

Information about Sana's processing of personal data can be found in the [Privacy Notice](#).

## **6 Term and Termination**

**(a) Termination; Suspension.** These Terms take effect when you register an account for the Services or start using the Services (whichever is earliest) and remain in effect until terminated (the "Term"). If you are a Consumer User of the Services, you may terminate your use of the Services at any time for any reason by discontinuing the use of the Services. We may terminate these Terms immediately upon notice to you if you are in breach of Sections 2 (Usage Requirements), 5 (Confidentiality, Security, and Data Protection), 8 (Governing Law and Dispute Resolution) or 9

(General Terms), if there are changes in relationships with third party technology providers outside of our control, or to comply with law or government requests. We may suspend your access to the Services if you do not comply with these Terms, in the event of late payment of Fees, if your use of the Services poses a security risk to us or any third party, or if we suspect that your use is fraudulent or could subject us or any third party to liability.

(b) **Effect on Termination.** Upon termination, you will stop using the Services and you will promptly return or, if instructed by us, destroy any confidential information. The sections of these Terms which by their nature should survive termination or expiration should survive, including but not limited to Sections 3 and 6-10.

## **7 Indemnification; Disclaimer of Warranties; Limitations on Liability**

(a) **Indemnity.** You represent and warrant that you will use the Services in accordance with applicable laws, rules, and regulations and that you have obtained and will maintain during the Term, all rights consents, and permissions to make available the Input for Sana and for us to use the Input as contemplated herein. You will defend, indemnify, and hold harmless us, our affiliates, and our personnel, from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of the Services, including your Input, and your breach of these Terms or violation of applicable law. If you are a consumer, the foregoing will apply to the extent permitted by mandatory laws.

(b) **Disclaimer.** The Services are provided "as is." Except to the extent prohibited by law, we and our affiliates and licensors make no warranties (express, implied, statutory, or otherwise) with respect to the Services, and disclaim all warranties including but not limited to warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, and quiet enjoyment, and any warranties arising out of any course of dealing or trade usage. We do not warrant that the Services will be uninterrupted, accurate or error free, or that any Input or Output will be secure or not lost or altered.

(c) **Limitations of Liability.** Neither we nor any of our affiliates or licensors will be liable for any indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goodwill, use, or data or other losses, even if we have been advised of the possibility of such damages. Our aggregate liability under these terms shall not exceed the amount you paid for the Services that gave rise to the claim during the 12 months before the liability arose. The limitations in this section apply only to the maximum extent permitted by applicable law.

## **8 Governing Law and Dispute Resolution**

(a) **Governing Law.** These Terms shall be governed by and construed in accordance with substantive Swedish law, without reference to its conflicts of laws principles.

(b) **Informal Dispute Resolution.** We would like to understand and try to address your concerns prior to formal legal action. Before filing a claim against Sana, you agree to try to resolve the dispute informally by sending us notice at [legal@sanalabs.com](mailto:legal@sanalabs.com) of your name, a description of the dispute, and the relief you seek. If we are unable to resolve a dispute within sixty (60) days, you may bring a formal proceeding. Any statute of limitations will be tolled during the 60-day resolution process. If you are a consumer that resides in the EU, the European Commission provides for an online dispute resolution platform, which you can access at <https://ec.europa.eu/consumers/odr>.

**(c) Arbitration Forum.** Any dispute, controversy or claim arising out of or in connection with this Terms, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the “SCC”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, considering the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed by the parties. If you are a consumer residing within the EU, you are entitled to bring a claim to the court in your country of residence.

**(d) Arbitration Procedures.** The Parties undertake and agree that all arbitral proceedings conducted with reference to these Terms will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed during such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the consent of the other Party.

Notwithstanding the above provisions, a Party shall not be prevented from disclosing such confidential information to safeguard in the best possible way its rights vis-à-vis the other Party in connection with a dispute, or if obligated to disclose such information pursuant to statute, regulation, a decision by a court or other public authority or rules of a regulated market or recognized stock exchange.

**(e) Exceptions.**

**(f) No Class Actions.** If you are a user of the Services in the US, you agree that disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either party from participating in a class-wide settlement of claims.

**(g) Mass Filings.** If you are a user of the Services in the US, you agree that if, at any time, 30 or more similar demands for arbitration are asserted against Sana or related parties by the same or coordinated counsel or entities (“Mass Filing”), ADR services will randomly assign sequential numbers to each of the Mass Filings. Claims numbered 1-10 will be the “Initial Test Cases” and will proceed to arbitration first. The arbitrators will render a final award for the Initial Test Cases within 120 days of the initial pre-hearing conference, unless the claims are resolved in advance, or the parties agree to extend the deadline. The parties will then have 90 days (the “Mediation Period”) to resolve the remaining cases in mediation based on the awards from the Initial Test Cases. If the parties are unable to resolve the outstanding claims during this time, the parties may choose to opt out of the arbitration process and proceed in court by providing written notice to the other party within 60 days after the Mediation Period. Otherwise, the remaining cases will be arbitrated in their assigned order. Any statute of limitations will be tolled from the time the Initial Test Cases are chosen until your case is chosen as described above.

**(h) Severability.** If any part of this Section 9 is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow Mass Filing or class or representative arbitration, this Section 9 will be unenforceable in its entirety. Nothing in this

section will be deemed to waive or otherwise limit the right to seek public injunctive relief or any other non-waivable right, pending a ruling on the substance of such claim from the arbitrator.

## 9 General Terms

**(a) Relationship of the Parties.** These Terms do not create a partnership, joint venture, or agency relationship between you and Sana or any of Sana's affiliates. Sana and you are independent parties and neither Party will have the power to bind the other or to incur obligations on the other's behalf without the other Party's prior written consent.

**(b) Use of Brands.** You may not use Sana's or any of its affiliates' names, logos, or trademarks, without our prior written consent.

**(c) U.S. Federal Agency Entities.** The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

**(d) Copyright Complaints.** If you believe that your intellectual property rights have been infringed, please send notice to [legal@sanalabs.com](mailto:legal@sanalabs.com) or the address below. We may delete or disable content alleged to be infringing and may terminate accounts of repeat infringers.

Sana Labs AB  
Riddargatan 32, 114 57, Stockholm Sweden  
Attn: General Counsel

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**(e) Assignment and Delegation.** You may not assign or delegate any rights or obligations under these Terms, including in connection with a change of control. Any purported assignment and delegation shall be null and void. We may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all assets, or to any affiliate or as part of a corporate reorganization.

**(f) Modifications.** We may amend these Terms from time to time by posting a revised version on the website, or if an update materially adversely affects your rights or obligations under these Terms, we will provide notice to you either by email or providing an in-product notification at least thirty (30) days before those changes will become effective. All other changes will be effective immediately. Your continued use of the Services after any change means you agree to such change.



**(g) Notices.** All notices will be in writing. We may notify you using the registration information you provided, or the email address associated with your use of the Services. Service will be deemed given on the date sent if delivered by email or via courier if delivered by post. Sana accepts service of process at [legal@sanalabs.com](mailto:legal@sanalabs.com).

**(h) Waiver and Severability.** If you do not comply with these Terms, and Sana does not act right away, this does not mean Sana is giving up any of our rights. Except as provided in Section 9, if any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that term will be enforced to the maximum extent permissible, and it will not affect the enforceability of any other terms.

**(i) Export Controls.** The Services may not be used in or for the benefit of, exported, or re-exported (a) into any EU or U.S. embargoed countries (collectively, the “Embargoed Countries”) or (b) to anyone on any restricted party lists, e.g. the list of persons, groups, and entities subject to EU financial sanctions, the U.S. Treasury Department’s list of Specially Designated Nationals. You represent and warrant that you are not located in any Embargoed Countries and not on any such restricted party lists. You must comply with all applicable EU and US export control laws, including any requirements or obligations to know your end users directly.

**(j) Equitable Remedies.** You acknowledge that if you violate or breach these Terms, it may cause irreparable harm to Sana and its affiliates, and Sana shall have the right to seek injunctive relief against you in addition to any other legal remedies.

**(k) Entire Agreement.** These Terms and any policies incorporated in these Terms contain the entire agreement between you and Sana regarding the use of the Services and, other than any Service specific terms of use or any applicable Subscription Service Agreement, supersedes any prior or contemporaneous agreements, communications, or understandings between you and Sana on that subject.

Sana Labs AB, reg. no. 559060–6579 E-mail: [legal@sanalabs.com](mailto:legal@sanalabs.com)

Website: <https://www.sanalabs.com/>