TERMS OF SERVICE

These Terms of Service govern your access to and use of www.bitmindlabs.ai, www.bitmindid.com and any related domains (our "Sites") and our products and services including without limitation the BitMind product available on www.bitmindid.com, the developer app available at app.bitmindlabs.ai, the BitMind Agent Smith browser extension and any BitMind Twitter and Discord Bots (including without limitation https://x.com/bitmindbot) (collectively, the "Service"), and any information, text, graphics, URLs, files, audio, video, photos, or other materials uploaded, downloaded or appearing on the Service ("Samples"). Any reference to "you" or "yours" means you as a user of the Service, any reference to "we", "us", "our" or "BitMind" is BitMind Holdings Limited, a Cayman exempt company.

By using any part of the Service and/or contributing Samples to the Service, you agree and consent to these Terms of Service including terms that limit our liability or affect your legal rights, any referenced and incorporated guidelines and policies, the terms of our Privacy Policy (which explains how we may collect, use and share personal information you provide to us), and any additional terms specific to your particular use of the Service which become part of your agreement with us (collectively, the "Terms"). If you are using the Service on behalf of a business, you represent to us that you have the authority to bind that business or entity to these Terms, and that business accepts these Terms.

BitMind is a decentralized deepfake detection platform and subnet on Bittensor used to **detect deepfake** images.

Restrictions on Your Use of the Service

You agree that you may not use or attempt to:

- use the Service in any way that breaches any applicable local, national, or international law or regulation;
- use the Service in any way which could infringe the rights or interests of BitMind, the Community or any third party

- copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or functionalities from the Service
- transfer any rights granted to you under the Terms;
- use the Service for any illegal activity or output, or in any way that exposes BitMind, you, or members of the community to harm;
- engage in any activity that could damage, overload, harm or impede the normal functioning of the Service;
- obtain or use any Samples except as specifically permitted by the Service or use or attempt to use the Service to mine information in any way that could identify individual persons in their private capacity, attempt to access or misappropriate content contained in any Sample, or otherwise use the Service or Samples for any purpose other than to detect and prevent deepfakes is a non-commercial personal or organizational capacity;
- attempt to gain unauthorized access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site;
- attack, or attempt to attack our Site via a denial-of-service attack or a distributed denial-of-service attack;
- otherwise use the Service except as expressly allowed under these Terms.

Safe Participation

BitMind offers certain functionality that may require the creation of a personal account (e.g. to participate in the BitMind community). Depending on the information provided in the registration and profile building process, your account may uniquely identify you. Any comment, post or other activity you engage in with the community when using your account will generate content attributed to you ("Content").

To the extent you use any password/keys/credentials to access the Service, you are exclusively responsible for generating unique and complex credentials, safeguarding them, and for any activities or actions taken on the Service using such credentials.

Sample & Community Content Guidelines

To the extent you elect to contribute any Sample to the Service, you confirm that all content contained in the Sample complies with these Terms and our Privacy Policy, that you are either the original owner of the Sample you submit or that you have the necessary rights and permissions to irrevocably contribute the Sample and share it, and information about it, with the Service. You understand that if you submitting any Sample, the Sample is utilized to improve the BitMind Service and model.

While you retain any ownership rights in the original material contained in the Sample when you upload or otherwise submit a copy of the Sample, you give BitMind (and those we work with) a worldwide, royalty-free, irrevocable and transferable license to use, edit, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute all content contained in the Sample.

You further agree that you will only upload suspicious samples that you wish to publicly share and that in any case, you will not knowingly submit any sample to the service that contains confidential or commercially sensitive data or personal data of any individual without lawful permission.

Although we have no obligation to monitor use of the Service, user Content or any Samples, we may monitor the Service to detect and prevent fraudulent activity or violations of these Terms and retain absolute discretion to remove Samples, Content or users from the Service at any time and for any reason without notice. At the same time, to promote the security of the community and information sharing accountability, accounts and Samples contributed by the community (for example, comments, posts, etc.) generally will not be removed from the Service, unless they are illegal, violate the lawful rights of an individual, serve any other unethical/malicious purpose, or otherwise violate these Terms.

If you do not want to publicly share a possible deepfake sample in the manner set out in these terms or in the Privacy Policy, do not send it/contribute it to the service as the service is designed to work through the collective aggregation and sharing of threat-intelligence with and through the community.

BitMind rights

All rights, title, and interest in and to the Service (excluding third-party brand names) are and will remain the exclusive property of BitMind and its licensors. Nothing in these Terms should be construed as conferring by implication or otherwise any license or right under any copyright, patent, trademark, database right, sui generis right, or other intellectual property or proprietary interest of BitMind, its licensors, or any third party. We reserve the right to remove any Samples without prior notice and at our sole discretion. Nothing in our Terms gives you a right to use the BitMind trademarks, logos, domain names, and other distinctive brand features.

Any Samples, feedback, comments, or suggestions you may provide to, or regarding BitMind or the Service is entirely voluntary. We are free to use any feedback, comments, or suggestions as we see fit and without obligation to you and reserve the right to remove any Sample without prior notice and at our sole discretion.

Changes in Service

The Service provided by BitMind is constantly evolving, and the form and nature of the Service that BitMind provides may change from time to time without prior notice to you. Any changes to the Service, including the release of new BitMind features, are subject to the Terms then in effect. In addition, BitMind may stop (permanently or temporarily) providing the Service (or any features within the Service) without providing prior notice. We also retain the right to create limits on your use of the Service including storage, at our sole discretion, at any time without prior notice to you.

Disclaimers

Your access to and use of the Service **is at your own risk.** You **understand and agree** that the Service is provided to you on an "as is" without representation or warranty, whether express, implied, or statutory. Without limiting the foregoing, BitMind specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

We do not warrant or guarantee that the services are accurate, reliable, or correct; that the services will meet your requirements, that the services will be available at any particular time or location, uninterrupted, error-free, without defect or secure; that any defects or errors will be corrected. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your access to or use of the Service or any third-party content or websites accessed through, or in any way in conjunction with, the Service.

Our Service may contain links to third-party websites or resources, which in turn may contain comments and/or posts with non-anchored linked URLs. You acknowledge and agree that we are not responsible or liable for: (1) The availability or accuracy of such websites or resources; or (2) The content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by BitMind of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources and acknowledge that user comments on URLs and Samples in the Service, on the Site, and through connected third-party resources, may contain URLs/links leading to malware. BitMind makes no representations or warranties, express or implied, with respect to such third-party websites, products, or content and expressly disclaims any warranty or condition of merchantability, non-infringement, or fitness for a particular purpose.

Except as may be required by law and as set forth in our Privacy Policy, you further understand and agree that BitMind has no responsibility or liability for the deletion of, or the failure to store or transmit, any Sample, Content, other materials, or communications maintained by the Service.

Limitation of Liability

To the maximum extent permitted by applicable law, BitMind and its parent, subsidiaries, affiliates, officers, employees, agents, partners, and licensors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, including without limitation, loss of profits, data, use,

goodwill, or other losses, resulting from: (1) Your access to or use of or inability to access or use the services; (2) Any conduct or content of any third party, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; (3) Any content obtained from the services; and (4) Unauthorized access use or alteration of your transmissions, samples or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if BitMind has been advised of the possibility of such damage. The foregoing limitation of liability will apply to the fullest extent permitted by law in the applicable jurisdiction.

About These Terms

Please note that we may update and amend these Terms from time to time and any changes will be posted on the Site. By continuing to access the Service after any changes become effective, you agree to be bound by the revised Terms.

The failure of BitMind to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Cayman Islands. The Cayman courts will have exclusive jurisdiction over any claim arising from, or related to, the Service although we retain the right to bring proceedings against you for breach of the Terms in your country of residence or any other relevant country.

If you have any doubts as to whether your use of the Service complies with these Terms or have a concern with any aspect of the Site or the Service, please Contact Us.