Silverchair Artificial Intelligence Product & Prototype Terms of Use

Last updated: September 30, 2024

Welcome to one of Silverchair Science + Communications, LLC's ("**Silverchair's**") artificial intelligence products and prototypes (collectively, the "**AI Services**"). These Terms of Use ("**Terms**") govern your access to and use of the AI Services, so please read them carefully.

These Terms are a legally binding contract between you and us. By clicking "Accept" or by accessing or using the AI Services, you acknowledge that you have read, understood, and agree to these Terms. If you do not agree to these Terms, you cannot use the AI Services. An individual who accesses, receives, or otherwise uses the AI Services on behalf of an entity or in such individual's capacity as part of an entity, or who otherwise accepts these Terms on behalf of an entity, represents and warrants that such individual has authority to bind that entity to these Terms, and by agreeing to these Terms, such individual does so on behalf of that entity (and all references to "you" and "your" in these Terms refer to that entity, except where explicitly indicated). Where no such entity is involved, references to "you" and "your" refer to the individual who accesses, receives, or otherwise uses the AI Services or who otherwise agrees to these Terms.

Silverchair reserves the right, at any time, to add to or otherwise update these Terms by posting the updated version or a link to it on one of the following (1) the footer of silverchair.com; (2) a policy page or legal document page hyperlinked from the footer of silverchair.com; or (3) on the AI Services. You should check the AI Services regularly to see the most recent version of these Terms. To reject the revised Terms, prior to their taking effect, you must (i) permanently discontinue use of the AI Services and (ii) email Silverchair at termination@silverchair.com with a clear request to terminate these Terms with Silverchair and then cooperate with us to identify and disable any account you have on the AI Services. If you do not do so, the revisions will take effect at the earlier of (a) 12:00 p.m. Eastern time on the 15th day after the earlier of when Silverchair posts them or otherwise notifies you of such changes, such as via email; (b) your first ever use of a new or changed feature of the AI Services that is subject to the revised Terms; or (c) your acceptance of the updated Terms via a click-through process or some other reasonable acceptance mechanism that Silverchair specifies.

Description of the AI Services

The AI Services include various artificial intelligence-based features that complement our other services. Certain of these features connect with various third-party Large Language Models ("LLMs") with the aim of providing efficient information retrieval and summarization of content based on your submission of text or other inputs. These features include our AI Playground, which allows you to experiment with different LLMs and explore AI applications and use cases. Examples of LLMs that may or may not be involved in powering particular AI Services include providers such as OpenAI, Anthropic, Groq, Google Gemini, and Cohere.

The AI Services may allow you to submit text queries or other inputs, which we refer to as "**Input**." Information the AI Service provides you in response to Input is "**Output**." The data set of source information Customers (defined below) may load into the AI Services that the AI Services review to provide Output in response to the Input is the "**Customer Data Set**." Output and Input are collectively "**Content**." A "**Customer**" is an organization with a Silverchair account under a different agreement with us governing our services (which typically relate to the Customer's scholarly publications and/or to organization of the Customer's symposia and other events).

Accessing the AI Feature as a User of a Customer

You agree that it is solely Customer's responsibility to (a) inform you and any other users of any relevant Customer policies and practices and any settings that may impact the processing of Content; (b) obtain any rights, permissions or consents from you and any authorized users that are necessary for the lawful use of Content and the operation of the AI Services; (c) ensure that the transfer and processing of Input is lawful; and (d) respond to and resolve any dispute with you and any other user relating to or based on Customer's failure to fulfill these obligations.

Eligibility

To use the AI Services, you must be at least 18 years of age and have the legal capacity to accept and be bound by these Terms.

Acceptable Use of the AI Services

Your use of the AI Services is subject to your compliance with these Terms and any other documentation, guidelines, or policies that we make available. You must use AI Services in compliance with all applicable laws.

You may not:

- Provide sensitive or confidential information in Input;

- Use the AI Services for any illegal, offensive, defamatory, harmful, or abusive activity;

- Use the AI Services in a way that infringes, misappropriates, or violates anyone's rights;

- Modify, copy, lease, sell or distribute the AI Services;

- Attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of the AI Services, including models, algorithms, or systems;

- Automatically or programmatically extract Output or other data;

- Represent to anyone that Output was human-generated when it was not;

- Interfere with, overburden, or disrupt the AI Services, including circumventing any rate limits or restrictions or bypass any protective measures or safety mitigations we put on the AI Services; or

- Use the AI Services to develop services that compete with Silverchair.

Content

You are responsible for Content, including ensuring that it does not violate any applicable law or these Terms and that it is accurate, complete, and up to date. You represent and warrant that you have all rights, licenses, and permissions needed to provide your Inputs to the AI Services.

Content Ownership. As between you and Silverchair, you retain any ownership rights you may have in Input, including any Input that appears in an Output. The Output (other than any part of the Input it contains that is original to you) is owned by Silverchair (subject to any contract Silverchair may have with the Customer with respect to the Customer Data Set and derivatives thereof, to the extent they are present in the Output). Your contract or other arrangement with the Customer may provide that the Customer, and not you, is the owner of the material that this paragraph would otherwise designate as owned by you.

Limitation of Artificial Intelligence. Artificial intelligence is still a developing field. Customer Data Sets and LLMs may not be accurate or reliable. Accordingly, you acknowledge and agree that:

- The results you receive from the AI Services may not be accurate, so you may not rely solely on those results, or use results as a substitute for professional advice. Silverchair makes no promise about the accuracy of Outputs or of Customer Data Sets.

- Due to the nature of artificial intelligence, Output might nevertheless assert its own accuracy. You understand and agree that such assertions should be disregarded;

- You must evaluate Output for accuracy and appropriateness for your desired use (including having the Output reviewed by a human, as appropriate) before using or sharing Output;

- Silverchair cannot guarantee the confidentiality of any Input;

- Output may not be unique, and the AI Services may provide similar output to other users;

- You may not use any Output relating to a person for any purpose that could have an impact or effect on that person, such as making credit, educational, employment, housing, insurance, legal, medical, contractual, or other important decisions about them; and

- Output does not represent Silverchair's views and does not constitute an endorsement of any third party product or service.

Our Use of Content. Subject to any applicable agreement with you or your organization that specifically names these Terms and takes precedence over them, we (and subject to applicable agreements with them, any involved LLMs or partners) may use Content and interactions with the AI Services to provide, maintain, develop, and improve the AI Services and other products (including to train AI models), address legal requirements, enforce our terms and policies, and keep our services safe.

AI Model Providers

Depending on the particular AI Service and (where applicable) the related Customer, the LLMs that power the service will be operating under one or more of the following:

- A contract between the LLM and Silverchair;
- A contract between the LLM and the Customer;
- A contract between the LLM and you; and/or
- A contract between the LLM and a third party, such as your employer or a parent or affiliate of the Customer.

Regardless, Silverchair is not responsible for the acts or omissions of LLMs, including with respect to Inputs or Outputs.

Intellectual Property

Ownership. All intellectual property rights in and to the AI Services, including but not limited to software, algorithms, and other such material, are owned by Silverchair.

License to Use. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license to access and use the AI Services for your personal or internal organizational interaction with the relevant Customer Data Set, provided that, unless otherwise explicitly agreed, you are hereby prohibited from using the Service for commercial purposes or in violation of any agreement you have with the Customer.

Termination

You are free to stop using the AI Services at any time. We reserve the right to suspend or terminate your access to the AI Services if we determine, in our sole discretion, that (a) you breached these Terms or our policies; (c) terminating or suspending you is required to comply with the law; or (d) your use of the AI Services could cause risk or harm to Silverchair, our users, or anyone else.

Warranty Disclaimer

THE AI SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE AI 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 AI SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR-FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM THE AI SERVICES IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

Limitation of Liability

To the fullest extent permitted by law, Silverchair shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or relating to your use of the AI Services, including how Silverchair and its partners may use Content and other data regarding use of the AI Services.

Indemnification

You assume full legal responsibility for any claims arising out of your use of Output and the AI Services. You agree to indemnify, defend, and hold harmless Silverchair and its affiliates, officers, directors, employees, agents, successors, and assigns from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of the Output and the AI Services.

Changes to the AI Services

We may modify the AI Services at any time, in our discretion. We may suspend or discontinue the AI Services, or we may introduce new features, impose limits, or restrict access to parts or all of the AI Services.

General Terms

Governing Law. To the extent permitted by applicable law, all disputes will be resolved in the courts of the State of Delaware, and these Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

Assignment. You may not assign these Terms or any of your rights or obligations hereunder without the prior written consent of Silverchair. Silverchair may assign its rights and duties under these Terms to any third party at any time without notice to you. Any purported assignment in contravention of this Section shall be null and void. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

Severability, Waiver. If, for whatever reason, a court of competent jurisdiction finally determines that any provision of these Terms is invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent legally permissible and such invalidity, illegality, or unenforceability shall not affect any of the remaining provisions of these Terms. No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.