Terms of Service-Deepminer

Updated Date: June 30, 2025

Overview

Welcome to use Deepminer, provided by MININGLAMP INTELLIGENCE PTE. LTD.

These Platform Service Terms ("Terms") govern the relationship between Deepminer ("Deepminer," "we," "us," "our") and the entity or individual ("Customer," "you," "your") using or accessing our service.

Please read these Terms carefully along with our Privacy Policy, which outlines how we handle your data. These Terms reference and incorporate any written purchase documents executed by you and Deepminer ("Order Form"). Together, the Terms, Privacy Policy, and Order Form constitute the single binding agreement between you and Deepminer ("Agreement").

If you're agreeing to the Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

We may update these Terms periodically, and all changes will take effect from the "Last Updated" date indicated at the top of this page. By continuing to use the Services, you are deemed to have accepted the updated Terms. If you do not agree with the contents of this Agreement, please stop using or accessing the services immediately.

1. Artificial Intelligence Disclaimer

Artificial Intelligence ("AI") and machine learning are rapidly evolving fields of research. When using or accessing the Services, you need to be aware of the following:

1.1 Basic Understanding and Responsibility

- 1.1.1 You acknowledge that you are interacting with an AI system.
- 1.1.2 AI systems are based on probabilistic models, which may result in misunderstandings or errors.
- 1.1.3 The service provider is not responsible for any misunderstandings or inaccuracies caused by AI.
- 1.1.4 The output results will contain a "Generated by AI" watermark or other forms of identification, which are inherent components of the system as required by law. When using the above output results, you should retain the above identification.

1.2 User Responsibilities

- 1.2.1 You are responsible for independently reviewing all AI-generated output.
- 1.2.2 You should exercise personal judgment before relying on AI-generated output.
- 1.2.3 You are fully responsible for monitoring and approving the use of AI-generated output.
- 1.2.4 You assume responsibility for any decisions, actions, or omissions based on AI output.

1.3 Inherent Limitations of AI Functionality

- 1.3.1 Outputs may contain errors or inaccurate information.
- 1.3.2 AI lacks creative thinking and may produce repetitive or formulaic content.
- 1.3.3 AI may struggle to understand subtle nuances in language, including slang and cultural references.
- 1.3.4 AI cannot understand or express emotions like humans.

- 1.3.5 AI outputs may perpetuate biases present in its training data.
- 1.3.6 AI has limitations in performing complex reasoning and judgment tasks.
- 1.3.7 AI relies on large volumes of training data, and issues with data quality can affect the output.

1.4 Disclaimer

- 1.4.1 We make no warranties or guarantees regarding AI functionality or output.
- 1.4.2 We are not liable for any losses resulting from the use of AI services or reliance on AI output.
- 1.4.4 We do not provide consultancy services or social research services. All AI output are based on the limited data our algorithm can achieve, which do not represent any of our positions, nor do constitute any recommendation or decision to you.
- 1.4.5 You should independently evaluate AI-generated output before use and are fully responsible for subsequent actions.

2. Access and Use

2.1 Access Rights

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable license to access and use our Services. You agree not to use the Services in any way that could damage its functionality or accessibility.

2.2 Account Responsibilities

To access our Services, you must complete account registration on the website and ensure that the personal information you provide is accurate, up-to-date, and complete. You must promptly update any changes and must not impersonate others or provide false information. Your login credentials (e.g., username, password, access keys) must remain confidential, and you are responsible for all activities conducted under your account. If you detect unauthorized use or security breaches, you must notify us immediately. We reserve the right to disable your account if you violate these Terms or provide false information. You are responsible for maintaining the confidentiality of your account and for activities under your account and agree to notify us immediately upon discovering unauthorized use or security issues.

2.3 Usage Restrictions

- 2.3.1 You are not allowed to input or induce Deepminer to output materials containing the following content.
- (1) Violating any laws, administrative regulations, or other laws and regulations in any jurisdiction;
- (2)Infringement of any third party's legitimate rights such as intellectual property, trade secrets, reputation, privacy, personal information, etc;
- (3) Any discrimination based on race, gender, religion, regional content, etc;
- (4) Fabricating or distorting facts, spreading rumors, and disrupting social order;
- (5)Promoting feudal superstition, obscenity, pornography, gambling, violence, murder, terror, and inciting crime;
- (6) Publicly insulting or fabricating facts to defame others, or engaging in other malicious attacks;
- (7)Damaging the reputation of the government and state organs;
- (8) Disrupting national religious policies, promoting cults and feudal superstitions;
- (9)Other provisions that violate social public interests or public moral ethics, or comply with the rules of the Deepminer.

- 2.3.2 You should not use Deepminer improperly in the following ways:
- (1)Using Deepminer in a manner that infringes upon the legitimate rights of any third party, including but not limited to using Deepminer to infringe upon the intellectual property, trade secrets, reputation, privacy, personal information, and other legitimate rights of any third party;
- (2) Reverse engineer any algorithms, source code, mechanisms, etc. of Deepminer;
- (3)Develop, train, or improve other algorithms, models, etc. that directly or indirectly compete with Deepminer;
- (4) Attempting to illegally extract users' personal data from Deepminer in any way;
- (5)Use Deepminer in any services that require subject qualifications, including but not limited to medical services, legal services, social research services etc;
- (6)Using Deepminer to create, publish, and disseminate false information;
- (7)Other usage methods that violate legal requirements, ethical standards, and may harm Deepminer's interests.
- 2.3.3 You agree not to upload or transmit any software, Content, or code that does or is intended to harm, disable, destroy or adversely affect the performance of the Products in any way, or which does or is intended to do harm or extract information or data from other hardware, software or networks of Deepminer or other users of Products. You further agree not to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the government as a terrorist organization.
- 2.3.4 Considering the global nature of the Internet, You also agree to comply with applicable local rules and codes of conduct regarding acceptable online behavior and communicable content, as well as the regulations related to the transmission of technical data in your region.
- 2.3.5 When using any benefits, privileges, or promotions provided by this service (including but not limited to invitation rewards, credit redemption, promotional activities, etc.), you should follow the principles of good faith and normal usage patterns. It is prohibited to obtain or accumulate improper benefits through any technical means or inappropriate behavior (such as bulk registration, fraudulent transactions, automated tools, circumventing system limitations, etc.). We have implemented a risk control identification system, and once violations are detected, we reserve the right to revoke relevant benefits, disqualify eligibility, suspend or terminate account usage, and may seek compensation for losses caused by such violations.
- 2.3.6 Please note Deepminer should not be regarded as consultancy services, all content generated by Deepminer is for your reference only, whether you are an individual user or an enterprise user, you cannot rely solely on Deepminer for any decision. If you use Deepminer to provide advice, recommendations, or subjective decisions that directly affect individuals, qualified professionals in the relevant field must review the content or decisions before publication or finalization.

3. Ordering of Products and Services

3.1 Ordering Process and Information

- 3.1.1 Deepminer provide subscription packages in various forms. Each package has different prices and services. For details, please refer to the agreement signed on the official website or offline.
- 3.1.2 When placing an order for products through our services, you represent and warrant that you have the legal capacity to enter into binding contracts. All information you provide regarding purchases, transactions or other monetary transactions involving the services must be accurate, complete and up to date. You may choose to purchase Deepminer's services by credit card or other method of payment

provided by Deepminer, and these fees will be calculated at the price in effect at the time such fees are incurred. You will pay any applicable taxes, if any, in connection with any such purchase, license, royalty, transaction or other currency transaction interaction.

3.1.3 You represent and warrant that: (a) you have the legal right to use any credit card, debit card, or other payment methods associated with any order; and (b) the information provided to us is true, accurate, and complete. By submitting such information, you grant us the right to provide the information to third-party payment processors to facilitate the completion of your order.

3.2 Product Availability and Pricing Policy

3.2.1 We regularly update the products listed on our official website and strive to provide accurate and timely product information. Due to the dynamic nature of product information, details displayed on the website (including but not limited to prices, images, and specifications) may be subject to adjustments. The actual product information at the time of ordering will prevail. To protect your rights, we recommend carefully reviewing specific product details before placing an order. Should you have any questions, please feel free to contact our customer service team at any time.

3.2.2 We reserve the right to modify prices at any time prior to accepting an order. After accepting an order, if any event occurs that affects delivery—such as government actions, tariff changes, fluctuations in foreign exchange rates, or any other matters beyond our control, we may adjust the quoted price. In such circumstances, you retain the right to cancel your order.

3.3 Standards for Platform Usage and Handling of Violations

- 3.3.1 To ensure fairness and protect the normal operation of our services, we specifically monitor and will take action against the following abnormal behaviors: subscribing through unofficial channels, violating the single-account principle through account sharing or resale, attempting to manipulate membership status through improper means, deliberately performing repeated cancellations to disrupt service operations, exploiting system vulnerabilities to gain undue benefits, circumventing security measures through technical means, and any other behaviors violating our terms of service.
- 3.3.2 For the aforementioned violations, we will immediately suspend or terminate relevant accounts, revoke any unlawfully obtained benefits, refuse refunds for fees incurred due to verified violations, and reserve the right to pursue legal action.

4. Subscription Policy

- **4.1** Depending on the type of subscription plan selected at the time of purchase, at the end of each billing cycle, your subscription will automatically renew under the exact same conditions unless it canceled by you.
- **4.2** You can cancel your subscription renewal by contacting us via email <u>deepminerservice@gmail.com</u> or through the website. You will not receive a refund for fees already paid for the current subscription period, and you will continue to have access to the service until the end of your current subscription period.

5.Promotional Activities

Any promotional activities provided through our service may be governed by rules separate from these terms. If you participate in any promotional activity, please review the applicable rules. In case of any conflict between promotional rules and these terms, the promotional rules shall prevail.

6. Your Obligations

6.1 Access and Prompts

- 6.1.1 In consideration of your compliance with these Terms of Service and payment of the applicable subscription fees, we authorize you to access and use our Services to generate outputs based on your prompts. You may access the full list of services we provide, which may be updated periodically. You are solely responsible for ensuring that the prompts and user data you submit are lawful, reliable, complete, accurate, and of sufficient quality. Do not include unauthorized sensitive or confidential information or personal data in your prompts, including but not limited to access keys, passwords, usernames, or personal account/invitation information.
- 6.1.2 You agree to implement and maintain appropriate IT security measures, follow the IT security procedures and are solely responsible for obtaining and maintaining any devices, software, and other services or data necessary to connect to, access, or use our Services. We are not liable for any failure on your part to obtain or maintain these necessary devices, software, and services.

6.2 Restrictions

- 6.2.1 Unless explicitly permitted in these Terms of Service (or otherwise authorized by us in writing), you must not, directly or indirectly:
- (1) **Reverse Engineering**: Reverse engineer, decompile, disassemble, modify, create derivative works, or otherwise attempt to create, derive, or allow or assist any third party to create or derive the source code of the Services, except to the extent permitted by applicable law.
- (2) **Removing Notices**: Remove or alter terms of use, any copyright notices, or other identifying disclaimers, even if they appear within the Services.
- (3) **Regulatory Violations**: Use the Services for any purposes classified as "prohibited" or "highrisk" under applicable laws and regulations, including but not limited to AI regulatory requirements in various countries and regions.
- (4) **Security Breaches**: Attempt to probe, scan, or test the vulnerability of the Services, breach the security or authentication measures of the Services without proper authorization, or intentionally make any part of the Services unavailable to any user.
- (5) **Unauthorized Testing**: Conduct or solicit others to conduct any load testing or penetration testing without our prior written consent.
- (6) Unauthorized Transfer: Transfer, lease, license, lend, provide, assign, or otherwise make the Services available, or use the Services to provide services to third parties without our prior written consent.
- (7) Encumbrances: Make the Services to become subject to any debt, rights, or encumbrances.
- (8) **Data Scraping**: Engaging in or using any data mining, crawling, readers, bots, scraping, or similar data collection or extraction methods that result in a load on the service inconsistent with normal human usage behavior.
- (9) **Reputation Damage**: Use the Services in a way that may harm our name or reputation or that of any of our subsidiaries or partners.
- (10) **Improper Use**: Use the Services in connection with any illegal, prohibited, discriminatory, fraudulent, deceptive, offensive, violent, pornographic, unethical, inappropriate, or harmful purposes or activities.
- (11) **Malicious Content**: Can not use the Services or upload any data that results in the distribution or execution of:
- (a) Malicious code (e.g., viruses, worms, spyware, adware, or other harmful technologies);
- (b)Any software, programs, routines, applications, or technologies that significantly degrade computer performance or introduce significant security risks to computers;
- (c)Any illegal, prohibited, discriminatory, fraudulent, deceptive, offensive, violent, pornographic, unethical, inappropriate, or harmful content or materials.

- (12) Exceeding Limits: Exceed the usage limits of the Services as notified to you, or use the Services in a way that excessively consumes our resources or significantly degrades the Services provided to other customers.
- (13) **Other Violations**: Engage in any activities that (a) violate applicable laws, (b) infringe or violate third- party rights, or (c) are not explicitly permitted by these Terms of Service.

7. User Data

7.1 Your Responsibility:

You may provide prompts and other data to facilitate prompts, fine-tuning, or customization of the Deepminer service, or to otherwise generate outputs. We do not claim ownership of such outputs. You or your licensors (as applicable) are the sole owners of the outputs (collectively referred to as "User Data" along with the prompts and other inputs you submit). You agree that you are fully responsible for all User Data and for obtaining all authorizations, consents, and permissions necessary to use and provide User Data to us. By uploading, submitting, or creating User Data, you represent and warrant that:

- (1)You own or have obtained licenses for all rights, titles, and interests in the User Data, including all copyrights and publicity rights contained therein;
- (2) The User Data, as well as our use and receipt of it as permitted under these Terms of Service, does not infringe upon any individual's rights or violate any applicable laws or regulations;
- (3) You have the right to grant us the license to use the User Data under these Terms of Service;
- (4)To the best of your knowledge, all User Data you submit:
- (5) Is accurate and up-to-date;
- (6) Is not false, inaccurate, or misleading;
- (7)Does not violate these Terms of Service.

7.2 User Data Disclaimer:

- 7.2.1 Deepminer is an AI-based service that operates based on predefined rules and algorithms. You understand and agree that, due to the nature of the Deepminer service, other users providing similar or identical inputs may receive outputs similar or identical to yours. We do not guarantee that the outputs you receive from Deepminer will be dissimilar or unique compared to those received by other users.
- 7.2.2 We make no representations or warranties regarding the accuracy, completeness, timeliness, correctness, reliability, quality, suitability, or originality of any User Data processed by Deepminer, and we disclaim all related liabilities. You bear all risks associated with the data you provide to Deepminer.
- 7.2.3 Deepminer and its transmission, and you are solely responsible for the accuracy, completeness, timeliness, correctness, reliability, quality, suitability, legality, originality, and appropriateness of the data you provide. In the event of any loss or damage to User Data, to the extent permitted by law, your sole remedy is limited to our reasonable efforts to assist you in recovering lost or damaged data.

8. License:

You grant us and our affiliates, successors, and assigns a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable, perpetual and irrevocable license to use your User Data in an aggregated and anonymized manner to train our artificial intelligence model and improve the Deepminer service and create usage data. This helps us enhance the accuracy and overall efficiency of the Deepminer service. If we process any personal data contained in your User Data (as defined under applicable data protection laws), the above license will be subject to our Privacy Policy, which is posted on our website and updated from time to time.

9. Intellectual Property

9.1 License

Subject to your compliance with these Terms of Service and payment of any applicable fees, we grant you a global, revocable, non-exclusive, non-sublicensable, and non-transferable right to use the Deepminer service during the subscription term, in accordance with the provisions of these Terms of Service.

9.2 Ownership

- 9.2.1 We retain all rights, title, and interest in and to the Usage Data, the Deepminer service(including the skills, expertise, and methods used to provide the service), and any improvements, enhancements, or modifications including all Intellectual Property Rights (as defined below). "Intellectual Property Rights" refers to patents, rights to inventions, copyrights and related rights, moral rights, data rights and database rights, rights to software code, domain names, trademarks, logos, and trade names, rights to goodwill and protection against passing off, design rights, rights to confidential information, and any other intellectual property rights, whether registered or unregistered, including all applications (and rights to apply) for such rights, renewals, and extensions, as well as rights to claim priority from such rights, and all similar or equivalent rights and forms of protection that exist now or in the future anywhere in the world.
- 9.2.2 The Deepminer service is provided to you on a limited-access basis, and the ownership of Deepminer's Intellectual Property shall not transferred to you. The names and logos of other companies, products, and services used and displayed in the Deepminer service may be trademarks or service marks of their respective owners, who may or may not endorse, be affiliated with, or connected to Deepminer.
- 9.2.3 All content uploaded and inputted by you during the use of Deepminer should be your intellectual property or have obtained legal authorization from the rights holder, and there should be no violation of applicable laws and regulations or infringement of the legitimate rights and interests of others; The ownership and rights of the above content will not change due to your use of Deepminer. At the same time, in order to enhance the effectiveness and user experience, you hereby grant us a free, global, transferable, and sublicensable right to use the above content for internal analysis and artificial intelligence model training within the scope permitted by law.

9.3 Third-Party Intellectual Property

Data or information from a third party (hereinafter referred to as "third-party resources") that may be provided and displayed in the Deepminer service, which mainly from the public Internet. The intellectual property rights of the above resources belong to their obligees. You shall not use third-party resources in a way that infringes the intellectual property rights of others. Without the written permission of the right owner, any information and data on Deepminer shall not be interpreted as granting a license or use by acquiescence or other means. Furthermore, you agree and understand that we provide third-party resources on an "as is" basis, and we cannot guarantee the authenticity, accuracy, objectivity, etc. of the third-party resources. You should bear the loss or damage caused by the use of third-party resources on your own. If the above resources contain links to third-party website, we recommend that you carefully read their platform's terms of service and privacy policy before visiting.

9.4 Intellectual Property Disclaimer

9.4.1 You agree that the content generated by Deepminer is closely related to the input, and we do not guarantee the uniqueness of the content generated by Deepminer. The service generated content you receive may be similar to the service generated content obtained by other users; And there is a certain risk of intellectual property infringement in the content generated by artificial intelligence, especially when inputting unauthorized text, reference images, well-known IPs, etc., the risk of infringement will

also increase accordingly. You should ensure the legality and compliance of your use of the service to generate content, and bear all consequences of using the service to generate content on your own.

- 9.4.2 You agree that the copyright of the content generated by you based on Deepminer shall be maintained by you and used independently after judgment. Any intellectual property issues arising from the content generated by Deepminer shall be handled by you. Meanwhile you shall grant Deepminer a permanent, irrevocable, non exclusive global license to allow Deepminer to use aforementioned content in whole or in part, which we will use for internal analysis and artificial intelligence model training to optimize and improve Deepminer services.
- 9.4.3 You understand and promise that the content you input at Deepminer does not infringe upon anyone's legitimate rights and interests such as intellectual property, portrait rights, reputation rights, honor rights, name rights, privacy rights, personal information rights, etc. It does not involve any data that may have adverse effects on national security or public interests. Otherwise, you will bear the risk and responsibility of infringement arising therefrom.

10. Term and Termination

10.1. You have the right to terminate this agreement through the following methods:

- 10.1.1 You can cancel your account through the Deepminer official website or contact us: **[**deepminerservice@gmail.com**]**
- 10.1.2 After you submit an application to cancel your account, and we approve it, you will terminate the service agreement with Deepminer.

10.2 In the following situations, Deepminer can terminate the service by logging out of the user:

- 10.2.1 In the event that you violate this service agreement, Deepminer shall terminate this agreement in accordance with this agreement. Deepminer will notify you when the service is terminated. But if you directly or indirectly register as a user of Deepminer in the name of someone else after terminating the service provided by Deepminer, Deepminer has the right to unilaterally terminate the service provided to you again;
- 10.2.2 If Deepminer finds that the email address or mobile phone number you provided during registration no longer exists or cannot receive information when contacting you through the information you provided, Deepminer will notify you to change it using the other contact information you provided during registration, but you still cannot provide it within seven working days, or Deepminer cannot contact you based on the information you provided during registration;
- 10.2.3 Deepminer found that the main content of your registration information is false;
- 10.2.4 When this service agreement is terminated or updated, if you express your unwillingness to accept the new service agreement;
- 10.2.5 If you have posted illegal information, infringed upon the legitimate rights and interests of others, or engaged in other serious illegal or breach of contract behaviors on the Deepminer platform;
- 10.2.6 In addition to the above circumstances, if you repeatedly violate the relevant regulations of the Deepminer platform and the circumstances are serious, Deepminer will seal your account according to the platform rules;
- 10.2.7 Other situations where it is deemed necessary to terminate the service.

11.3. Handling after termination of the agreement

After the termination of this agreement, Deepminer still enjoys the following rights:

- 11.3.1 Under the premise of anonymizing your user information, in accordance with legal and regulatory requirements, continue to store the necessary information that you have retained on the Deepminer platform;
- 11.3.2 For your past breach of contract, Deepminer can still hold you liable for breach of contract based on this agreement.

12. Disclaimer

12.1 Third-Party Websites

The Deepminer service may contain links to other independent websites not provided by us. Such independent websites are beyond our control, and we do not guarantee their continued availability. You acknowledge that we do not pre-screen or review any such third-party content and are not responsible for the content of these websites or third-party materials, including any errors or omissions, nor are we liable for any losses or damages of any kind resulting from the use of such content. Links to such external websites are provided without implying any endorsement or association with their operators or promoters.

12.2 Service Disclaimer

- 12.2.1 If you are a consumer, you are entitled to certain rights under the law, and nothing in these Terms of Service limits or deprives you of those rights. Where prohibited by law, we do not exclude or limit liability for losses or damages, including liability for death or personal injury caused by negligence on our part or that of our employees, agents, or subcontractors, or for fraud or fraudulent misrepresentation.
- 12.2.2 To the fullest extent permitted by applicable law, the Deepminer service is provided "as is" and "as available," without any express or implied warranties or conditions, including but not limited to implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. Specifically, we do not warrant that the Deepminer service:
- (1) Will be provided without interruptions
- (2) Will operate properly on any specific computer system or browser
- (3) Will generate content that is always accurate, complete, reliable, secure, useful, or timely
- (4) Has undergone comprehensive usability testing
- (5) Is suitable for your or any third party's use
- 12.2.3 You understand and agree that the Deepminer service may contain errors, defects, or misunderstanding issues, and you should ensure appropriate safety measures are in place. If your use of the Deepminer service results in the need for repair or replacement of equipment or data, we are not responsible for such costs.
- 12.2.4 We recommend that you do not overly rely on the functionality or performance of Deepminer. You assume all risks and expenses associated with the use of the Deepminer service. You agree that we are not responsible for any consequences that may arise from your use of the service, including technical issues related to internet connectivity (e.g., slow connections or traffic congestion) or any telecommunications or internet provider-related problems.

13. Indemnification

You agree to indemnify and hold harmless Deepminer and its parent company, subsidiaries, affiliates, officers, and employees from any claims or demands (including but not limited to all damages, liabilities, settlements, costs, and attorney fees) arising from your access to or use of the Deepminer service, your violation of this agreement, or any infringement of intellectual property or other rights of any individual or entity by you or any third party using your account.

14. Limitation of Liability

- 14.1 Notwithstanding anything to the contrary and to the fullest extent permitted by law, under no circumstances shall either party, its affiliates, or any licensors or suppliers of Deepminer be liable for:
- (1) Any consequential, indirect, special, incidental, or punitive damages;
- (2) Any loss of profits, business, revenue, anticipated savings, or unnecessary expenses;
- (3) Any loss, damage, or interruption of data, networks, information systems, reputation, or goodwill;
- (4) The cost of procuring any substitute goods or services.

14.2 To the fullest extent permitted by law, the aggregate liability of Deepminer and its affiliates under or in connection with this agreement, the software, and the services shall not exceed the total amount you actually paid to Deepminer.

15. Dispute Resolution and Legal Terms

- 15.1 These Terms of Service and your use of the Deepminer service shall be governed by the applicable laws of your country or region.
- 15.2 If you have any concerns or disputes regarding the Deepminer service, you agree to first attempt to resolve the dispute informally by contacting us via 【deepminerservice@gmail.com】

16. Contact Us

If you have any questions about these terms and conditions, you can contact us via 【deepminerservice @gmail.com】.