

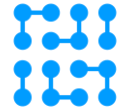


# TERMS OF USE



Product ref: 1812

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**Table of Contents**

**1. WHO WE ARE ..... 4**  
 Status declaration.....4

**2. ADDITIONAL SERVICE-SPECIFIC TERMS ..... 4**

**3. REGISTRATION AND ACCESS..... 4**  
 Minimum Age.....4  
 Registration.....4

**4. USING OUR SERVICES..... 4**  
 Software.....5  
 Third Party Services. ....5  
 Feedback.....5

**5. CONTENT..... 5**  
 Your Content .....5  
 Ownership of Content.....5  
 Similarity of Content .....5  
 Our Use of Content.....5  
 Opt Out. 5  
 Accuracy.....5

**6. OUR IP RIGHTS ..... 6**

**7. PAID ACCOUNTS ..... 6**  
 Paid Subscriptions. ....6  
 Fees. 6  
 Billing. 6  
 Service Credits.....6  
 Cooling Off Period. ....6  
 Cancellation.....6  
 Changes. ....6

**8. TERMINATION AND SUSPENSION ..... 6**  
 Your Rights.....6  
 EEA Consumer Withdrawal Right .....6  
 Notice. 7  
 Appeals.7

**9. OUR COMMITMENTS TO YOU..... 7**  
 How We Provide the Services.....7  
 Liability. ....7  
 Statutory Rights.....7  
 EEA Consumer Guarantee.....7

**10. DISPUTE RESOLUTION ..... 8**  
 Concerns.....8

Copyright © DMRC	Document name	STATUS	STAGE	REVISION	DATE	PAGE NUMBER
All rights reserved. Document uncontrolled when printed	1812-LD-0011 – Terms of Use	R	0	01	231130	2 of 10



Court. **Error! Bookmark not defined.**

EEA Consumer Alternative Dispute Resolution. .... 8

**11. COPYRIGHT COMPLAINTS..... 8**

**12. GENERAL TERMS ..... 8**

    Assignment. .... 8

    Changes to These Terms or Our Services. .... 9

    Delay in Enforcing These Terms..... 9

    Trade Controls. .... 9

    Governing Law. .... 9

**13. BUSINESS USE OF THE SERVICES ADDENDUM..... 9**

    Commercial and Business Use. .... 9

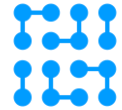
    Limitation of Liability. .... 9

    Indemnity..... 9

    Governing Law (Business Use)..... 10

**Document Revision Summary**

Revision	Details of change	Date
01	Document prepared for internal review	10 October 2023
02	Document issued for use	30 November 2023



## 1. Who We Are

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### *Status declaration*

- 1 DMRC is a technology solutions company. Our mission is to ensure that our solutions add value and fulfil the needs of industry. Metamesh is a solution developed for industry and ensures artificial general intelligence benefits and empowers industry to be more efficient and productive. For more information about DMRC, please visit [www.dmrc.uk](http://www.dmrc.uk). For more information about Metamesh, please visit [www.metamesh.co](http://www.metamesh.co)
- 1.2 Our Services are provided to you by: DMRC Technologies Ltd, company registration number 11412667, with registered office at Cavendish Avenue, Harrow, England UK HA1 3RF.

## 2. Additional Service-Specific Terms

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- 2 Depending on the specific Service or features you use, additional Service-specific terms and policies may apply to your use of our Services. The key ones to be aware of, and which form part of these Terms, are described below:
  - Usage Policies: these policies explain how you may use our Services and Content.
  - Service Terms: these terms apply when you use certain Services or features;
  - Sharing & Publication Policy: this policy sets out rules for when you share Content;
  - Service Credit Terms: these terms govern the purchase and use of service credits on our Services;

## 3. Registration and Access

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### *Minimum Age.*

- 3.1. You must be at least 13 years old or the minimum age required in your country to consent to use the Services. If you are under 18, you must have your parent or legal guardian's permission to use the Services and ask them to read these Terms with you.

### *Registration.*

- 3.2. You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account. If you create an account or use the Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

## 4. Using Our Services

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- 4.1. What You Can Do. Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws as well as the Service-specific terms and policies listed above.
- 4.2. What You Cannot Do. You may not use our Services for any illegal, harmful, or abusive activity. For example, you are prohibited from:
  - 4.2.1. Using our Services in a way that infringes, misappropriates, or violates anyone's rights.
  - 4.2.2. Modifying, copying, leasing, selling, or distributing any of our Services or products.
  - 4.2.3. Attempting to or assisting anyone to reverse engineer, decompile or discover the source code or underlying components of our Services, including our models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law).
  - 4.2.4. Automatically or programmatically extracting data or Output (defined below).
  - 4.2.5. Warranting that Output was human generated when it was not.
  - 4.2.6. Interfering with or disrupting our Services, including circumventing any rate limits or restrictions or bypassing any protective measures or safety mitigations we put on our Services.
  - 4.2.7. Using Output to develop models that compete with Metamesh.

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*Software.*

- 4.3. Our Services may allow you to download software, such as mobile applications, which may update automatically to ensure you're using the latest version. Our software may include open-source software that is governed by its own licences that we have made available to you.

*Third Party Services.*

- 4.4. Our services may include third party software, products, or services, ("Third Party Services") and some parts of our Services, like our browse feature, may include output from those services ("Third Party Output"). Third Party Services and Third-Party Output are subject to their own terms, and we are not responsible for them.

*Feedback.*

- 4.5. We appreciate your feedback about our Services, but you agree that we may use it to provide, maintain, develop, and improve our Services, without compensation to you.

## 5. Content

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*Your Content.*

- 5.1. You may provide input to the Services ("Input") and receive output from the Services based on the Input ("Output"). Input and Output are collectively "Content". You are responsible for Content, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licences, and permissions needed to provide Input to our Services.

*Ownership of Content.*

- 5.2. As between you and Metamesh, and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) own the Output. We hereby assign to you all our rights, titles and interest, if any, in and to Output.

*Similarity of Content.*

- 5.3. Due to the nature of our Services and artificial intelligence generally, Output may not be unique and other users may receive similar output from our Services. Our assignment above does not extend to other users' output or any Third-Party Output.

*Our Use of Content.*

- 5.4. We can use your Content worldwide to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies, and keep our Services safe.

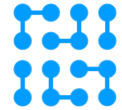
*Opt Out.*

- 5.5. If you do not want us to use your Content to train our models, you have the option to opt out by updating your account settings. Further information can be found in this Help Centre article. Please note that in some cases this may limit the ability of our Services to better address your specific use case.

*Accuracy.*

- 5.6. 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 Output that does not accurately reflect real people, places, or facts.
- 5.7. When you use our Services you understand and agree:
  - 5.7.1. Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
  - 5.7.2. You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.
  - 5.7.3. You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.

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5.7.4. Our Services may provide incomplete, incorrect, or offensive Output that does not represent OpenAI’s views. If Output references any third-party products or services, it doesn’t mean the third party endorses or is affiliated with Metamesh.

**6. Our IP Rights**

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6.1. We and our affiliates own all rights, title, and interest in and to the Services. You may only use our name and logo in accordance with our Brand Guidelines.

**7. Paid Accounts**

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*Paid Subscriptions.*

7.1. Some of our Services allow you to purchase paid subscriptions to benefit from enhanced features and functionalities (the “Benefits”). The exact nature of the Benefits differs between Services and will be made clear to you before purchase. You can manage your paid subscription from your account settings.

*Fees.*

7.2. All charges, including subscription fees, will be made clear to you before purchase.

*Billing.*

7.3. When you sign-up for a paid subscription or purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received.

*Service Credits*

7.4. You can pay for some Services in advance by purchasing service credits. All service credits are subject to our Service credit terms.

*Cooling Off Period.*

7.5. You are entitled to cancel your purchase and request a refund without stating the reason during the 14 days following the date of your purchase (the “Cooling Off Period”). The refund will cover the relevant subscription fee prorated from the date you request cancellation to the end of the relevant subscription period you have paid for. To cancel and request a refund please contact Support or fill out and send us the model withdrawal form, or alternatively you may complete the model withdrawal form as described under Termination and Suspension below.

*Cancellation.*

7.6. Following the Cooling Off Period, you can cancel your paid subscription at any time by updating your account settings. You will not be charged after you cancel your paid subscription. You will continue to have access to the Benefits until the end of the subscription period you have paid for, at which point your cancellation will become effective. Unless we specify otherwise, you will not receive a refund or service credit for any days between the day you cancel and the last day of the subscription period you have paid for.

*Changes.*

7.7. We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days’ notice and any price increase will take effect on your next renewal so that you can cancel if you do not agree to the price increase.

**8. Termination and Suspension**

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*Your Rights.*

8.1. You can stop using our Services and end your relationship with OpenAI at any time by simply closing your account and stopping your use of the Services. Instructions for how to do this are available here.

*EEA Consumer Withdrawal Right.*

8.2. If you are an EEA-based consumer, you can close your account and withdraw from these Terms within 14 days of accepting them by contacting Support or filling out and sending us the model withdrawal form.

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*Metamesh Rights.*

- 8.3. We may take action to suspend or terminate your access to our Services or close your account if we determine, acting reasonably and objectively:
  - 8.3.1. You breached these Terms or our Usage Policies.
  - 8.3.2. We must do so to comply with the law.
  - 8.3.3. Your use of our Services could cause risk or harm to OpenAI, our users, or anyone else.
  - 8.3.4. Your account has been inactive for over a year and you do not have a paid account.

*Notice.*

- 8.4. If we terminate your account, we will make reasonable efforts to notify you in advance so you can export your Content or your data from the Services, unless it is not appropriate for us to do so, we reasonably believe that continued access to your account will cause damage to DMRC, Metamesh or anyone else, or we are legally prohibited from doing so.

*Appeals.*

- 8.5. If you believe we have suspended or terminated your account in error, you can file an appeal with us by contacting Support.

**9. Our Commitments to You**

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*How We Provide the Services.*

- 9.1. We commit to provide the Services to you with reasonable skill and care and to act with professional diligence. We do not promise to offer the Services forever or in their current form for any particular period of time.

*Liability.*

- 9.2. Provided that we have acted with professional diligence, we do not take responsibility for loss or damage caused by us, unless it is:
  - 9.2.1. caused by our breach of these Terms or
  - 9.2.2. reasonably foreseeable at the time of entering into these Terms.
- 9.3. We do not take responsibility for loss or damage caused by events beyond our reasonable control. We do not exclude or limit our liability to you in any way where it would be unlawful for us to do so. You still have the full protection of the laws applicable to you.

*Statutory Rights.*

- 9.4. You have certain statutory rights that cannot be limited or excluded by a contract like these Terms or that you are legally entitled to, for example, by virtue of being a consumer. These Terms are in no way intended to affect or restrict those rights.

*EEA Consumer Guarantee.*

- 9.5. If you are an EEA-based consumer, then EEA consumer laws provide you with a legal guarantee covering the Services. If you have any questions about your legal guarantee, please contact Support.

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## 10. Dispute Resolution

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### *Concerns.*

10.1. If we have a dispute, we would first like to understand and try to address your concerns before any formal legal action. To share your concerns, you can contact us via [enquiries@dmrc.uk](mailto:enquiries@dmrc.uk)

### *EEA Consumer Alternative Dispute Resolution.*

10.2. If you reside in the EEA, you can also raise the dispute with an alternative dispute resolution body via the European Commission's Online Dispute Resolution (ODR) Platform, which you can access at <https://ec.europa.eu/consumers/odr>

## 11. Copyright Complaints

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11.1. If you believe that your intellectual property rights have been infringed, please send notice to the address below or fill out this form. We may delete or disable Content alleged to be infringing and may terminate accounts of repeat infringers.

DMRC Technologies Ltd  
101 Cavendish Avenue.  
Harrow, Middlesex  
HA1 3RF  
United Kingdom  
Attn: General Counsel

11.1.1. Written claims concerning copyright infringement must include the following information:

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

## 12. General Terms

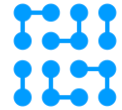
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### *Assignment.*

12.1. You may not assign or transfer any rights or obligations under these Terms. We may assign or transfer our rights or obligations under these Terms to any affiliate or subsidiary or any successor in interest of any business associated with our Services. If we do, any rights you have as a consumer will not be affected. If you are not satisfied, you have the right to terminate your relationship with OpenAI and stop using our Services at any time.

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*Changes to These Terms or Our Services.*

- 12.2. We are continuously working to develop and improve our Services. We may update these Terms or our Services accordingly from time to time. For example, we may make changes to these Terms or the Services due to:
  - 12.2.1. Changes to the law or regulatory requirements.
  - 12.2.2. Security or safety reasons.
  - 12.2.3. Circumstances beyond our reasonable control.
  - 12.2.4. Changes we make in the usual course of developing our Services.
  - 12.2.5. To adapt to new technologies.
- 12.3. We will give you at least 30 days advance notice of changes that materially and adversely impact you and the date that they will come into force either via email or an in-product notification. Any changes will only apply to our relationship going forward. If you do not agree to the changes, you must stop using our Services.

*Delay in Enforcing These Terms.*

- 12.4. If we or you delay enforcing a provision of these Terms, either of us can still enforce it later, and it will not prevent us or you from taking steps against the other at a later date. If any part of these Terms is determined to be invalid or unenforceable, it will not affect the enforceability of any other part of these Terms.

*Trade Controls.*

- 12.5. You must comply with all applicable trade laws, including sanctions and export control laws. Our Services may not be used in or for the benefit of, or exported or re-exported to (a) any UK embargoed country or territory or (b) any individual or entity with whom dealings are prohibited or restricted under applicable trade laws. Our Services may not be used for any end use prohibited by applicable trade laws, and your Input may not include material or information that requires a government licence for release or export.

*Governing Law.*

- 12.6. The law of the jurisdiction where you are a resident will govern these Terms.

**13. Business Use of the Services Addendum**

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*Commercial and Business Use.*

- 13.1. If you use our Services for commercial or business use, the following terms apply. In the event of a conflict between this Business Use of the Services Addendum and the rest of these Terms, this Addendum shall take precedence.

*Limitation of Liability.*

- 13.2. 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 WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED POUNDS (GBP 100). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 13.3. Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.
- 13.4. METAMESH’S AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ADDENDUM.

*Indemnity.*

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13.5. If you are a business or organisation, to the extent permitted by law, you will indemnify and hold harmless us, our affiliates, and our personnel, from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to your use of the Services and Content or any violation of these Terms.

*Governing Law (Business Use).*

13.6. English law will govern these Terms except for its conflicts of laws principles. All claims arising out of or relating to these Terms will be brought exclusively in courts in England.

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