

Terms | SAP Conversational AI

SAP Conversational AI Terms of Use

Last Updated: May 1, 2018

Welcome to SAP Conversational AI, the collaborative bot platform. SAP Conversational AI is operated by SAP SE. ("SAP Conversational AI", "we" or "us").

Please scroll down and read the following SAP Conversational AI Terms of Use carefully ("Terms"). In order to create chatbots with our application (the "Application") and make use of the services offered by us (collectively with the Application, the "Services"), you must click "I Accept", "I Agree" (or clicking a similar expression of acceptance), and you agree to be bound by these Terms and by our Privacy Policy located here: <https://cai.tools.sap/privacy-policy>. You agree that these Terms form a legally binding agreement between you and SAP Conversational AI.

These Terms and Privacy Policy are subject to change by us at any time, effective upon posting through the Services; by accessing the Services after any such change, you accept the Terms as modified.

1 - Eligibility

A - Must be Over 13 Years of Age.

The Services are not intended for individuals under 13 years of age. If you are under 13, you are strictly prohibited from using the Services, and you may not access any features that allow you to provide information to us or communicate and share information with other users of the Application ("Users"). Accordingly, you represent and warrant that you are 13 years of age or older and that you have the right, authority and capacity to enter into, agree to and abide by these Terms.

B - Void Where Prohibited.

You are responsible for ensuring that your use of the Services complies with all laws, rules and regulations applicable to you. These Terms are void and use of the Services is not permitted where such use is prohibited by applicable law.

2 - Use of the Services

A – Permitted Use and Commercial Use.

You may use the Application and Services to build chatbots that utilize our Services for your own personal use or to share with other users for their personal use. You are not permitted to use our Services (as well as our API) to build or deploy a chatbot used in your business or the business of another person or company to facilitate or enable the sale, licensing or other commercial distribution of goods and services to third parties or to automate any business process.

B - Personal Safety.

Your security and safety are paramount to us. The Services naturally promote sharing of personal information among Users. We do not and cannot assure that it is safe for you to have direct contact with any other individual that you come into contact with through the Services. If you believe that any individual is harassing you or is otherwise using personal information about you for unlawful purposes, we encourage you to first inform local law enforcement authorities and then to contact us at pierre-edouard.lieb@sap.com, so that we may take appropriate action to block further use of the Services by any individuals who may have accessed them for improper purposes.

C - Use of Information Provided by Other Users.

You agree to use any information (personal or otherwise) provided to you by Users, or otherwise through the Services, in a lawful and responsible manner. You agree that you will not use information about Users for any reason without the express prior consent of that User.

D - Code of Conduct.

By accessing the Services, you agree to the following code of conduct:

i - You will not publish, display or use (hereinafter "post") any defamatory, abusive, obscene, profane, threatening, harassing, racially offensive, discriminatory or otherwise offensive or illegal material.

ii - You will treat all fellow Users with dignity and respect.

iii - You will notify us promptly if you become aware of any User's violation of these Terms.

iv - Any information contained in your Github profile and made accessible to other Users—including any telephone numbers, street addresses, last names, URLs, email addresses or other contact information—is posted at your own risk and we assume no responsibility for use of such information.

v - You will not impersonate any person or entity.

vi - You will not "stalk" or otherwise harass any User or other individual accessing the Services.

vii - You will not express or imply that any statements you make are endorsed by us without specific prior written consent.

viii - You will not use manual or automatic processes to retrieve, index, datamine, or in any way reproduce or circumvent the navigational structure or presentation of the Services or their contents. This prohibition does not include standard indexing by Internet search engines, which hereby is explicitly permitted.

ix - You will not remove any copyright, trademark or other proprietary rights notices displayed through the Services.

x - You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

xi - You will not interfere with or disrupt the Services or the servers or networks connected to the Services.

xii - You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

xiii - You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Services.

xiv - You will not "frame" or "mirror" any part of the Services without our prior written authorization. You also shall not use metatags or code or other devices containing any reference to the Services in order to direct any person to any other website for any purpose.

xv - You will not directly modify, adapt, translate, reverse engineer, decipher,

decompile or otherwise disassemble any portion of the Services or any software used on or for the Services, or cause or assist others to do so.

E - Location-Based Services

We may offer features that are based on the location of Users and which may report on those Users' current locations (the "Location-Based Services"). Use of Location-Based Services is solely at your discretion. Should you use Location-Based Services, you consent to collection and dissemination of your location information through the Services in accordance with the Privacy Policy. Under no circumstances shall we be liable for claims or for any damages therefrom, arising out of your informed decision to disseminate your location information together with your profile information through the Services.

F - Compliance with Applicable Laws.

Your use of the Services, including but not limited to any content you post, must be and shall be in accordance with any and all laws and regulations that apply to you and your use of the Services.

G - Disclaimers of Responsibility for User Actions

I - No Reliance on Content.

Opinions, votes, advice, statements, offers, or other information or content made available through the Services are those of their respective authors and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Services or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Services. Under no circumstances will we or our affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted through the Services or transmitted to or by any Users.

3 - Reservation of Rights

A - Right to Terminate or Deny Service.

You understand that we, at our sole discretion, at any time, for any reason or no reason whatsoever, can deny or block any user from the Services and terminate any user's account if he/she is a User.

C - Right to Review Content; No Duty to Monitor.

You acknowledge and agree that we have no duty whatsoever to prescreen, control, monitor or edit the content posted by Users and we are not liable for content that is provided by others. However, you understand and agree that we may, but are not required to, review, edit and delete any content, email, messages, photos, music, or other content that, in our sole judgment and discretion: (i) violate these Terms; (ii) may be offensive, disturbing, unsafe, or illegal; or (iii) may violate any rights of other Users or third parties.

D - Right to Change Services.

You acknowledge and agree that we may from time to time modify, change, suspend or discontinue, temporarily or permanently, in whole or in part, any aspect or feature of the Services without notice to you, including changes to usage and to access procedures. You acknowledge and agree that we shall not be liable to you or any third party for any such modification, change, suspension or discontinuance.

E - Right to Conduct Research; Informed Consent.

By accessing the Services, you agree to allow us to anonymously collect and use information from you and your experience with the Services to conduct research about the Services and to improve the products and user experience therein. All such information collection and use will be in accordance with our Privacy Policy.

4 - Proprietary Rights; Use License

A - Ownership.

We and our licensors own and retain all proprietary rights in the Services. You own any proprietary rights created in any chatbot you create using the Services, subject to our rights in the Services.

B - Use License.

Subject to these Terms, we grant to you a limited, revocable, non-exclusive, fully paid license to access the Application Content, for the sole and limited purpose of facilitating your use of the Services.

C - User Content.

Throughout the Service, it is possible to encounter content supplied by other users

of the Service ("User Content"). We will not use, or distribute, any content created by you and hosted in your private library. If you allow your bot to be seen by the community (as a "public" bot), you are giving us permission to distribute and duplicate the contents contained within the structure of your bot. You are not permitted to use User Content to build or deploy a chatbot used in your business or the business of another person or company to facilitate or enable the sale, licensing or other commercial distribution of goods and services to third parties. You may not use any User Content as part of a commercial offering.

D.

By submitting, posting or displaying User Content or other content or data (including content or data provided by other Users) on or through the Services, you grant us a worldwide, sublicensable, non-transferable, non-exclusive, terminable, limited license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such User Content for the sole purpose of enabling us to provide you with the Service in accordance with these terms. You represent, warrant and agree that you will not contribute any User Content that:

- i. infringes, violates or otherwise interferes with any copyright or trademark of another party;
- ii. reveals any trade secret, unless you own the trade secret or have the owner's permission to disclose it;
- iii. infringes any intellectual property right of another or the privacy or publicity rights of another;
- iv. is libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party;
- v. may contain a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; or
- vi. violates any Github content guidelines.

E. Use of Personal Data.

You will not use personal data of any person (other than your personal data) to train your bot, or otherwise use, process or transmit to the Service any personal data of a person, prior to making your bot public via the Services. Personal data means any data of a person that is protected under law, such as the General Data Protection Regulation (“GDPR”) of the European Union.

F. Google Maps.

If the Services access the Google Maps Service (“GM Service”) through a Google Maps API, your use of the GM Service is subject to Google’s Terms of Service, which are set forth at <http://www.google.com/intl/en/policies/terms/>. If you do not accept the Google Terms of Service, including, but not limited to, all limitations and restrictions therein, you may not use the GM Service in the Services. Use of the GM Service in or through the Services will constitute your acceptance of Google’s Terms of Service. Your usage of the GM Service in or through the Services can be terminated by SAP Conversational AI without reason at any time and SAP Conversational AI will not be required to provide an equivalent service via another provider.

5. Confidential information

A. Sharing Information.

Except for areas within the Services which are clearly identified as non-public spaces, You agree not to provide us or other Users with any confidential or proprietary information that you or the owner of the information do not intend to become public information. Any content or information that you send or upload to the Services to be shared with other Users will be deemed not to be confidential or proprietary, and you expressly agree that you waive any trade secret or other confidentiality rights with respect to such shared content or information.

B. Confidential Information.

You agree not to reproduce any Confidential Information to which you are provided access through the Services in any form except as authorized at the time of disclosure. Any reproduction of our Confidential Information shall remain our property. You agree to:

i. take all reasonable steps (defined below) to keep all Confidential Information strictly confidential;

ii. to use Confidential Information solely as authorized at the time of disclosure and

iii. not to disclose any Confidential Information to any party without the prior written consent of SAP Conversational AI. You do not acquire any rights in Confidential Information except the limited rights as described above.

C. - Use Restrictions.

In no event shall you use Confidential Information to create, enhance, modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, or compete with SAP Conversational AI or its affiliates' products or services, in whole or in part.

D. – Definition.

As used herein, Confidential Information means all trade secrets and other information which we or third parties protect against unrestricted disclosure to others which is either labeled "Confidential", accessed through a non-public area of the Services, or reasonably identifiable as confidential based on the type of information and the manner of its disclosure, and reasonable steps means those steps a prudent commercial entity would take to protect its own similar Confidential Information, which shall not be less than a reasonable standard of care.

6. Your information, privacy, and data protection

You are solely responsible to provide us with your complete, true, and current User information and to keep your User information accurate and up to date. You are solely responsible with regard to usage and security of your password and any activities that occur under your account. You shall not use the account of anyone else at any time. You understand and agree that SAP Conversational AI collects, uses, stores and otherwise processes your personal information and utilization data and may share such data with third party service providers for the purposes of improving or providing the Services subject to the Privacy Policy. You agree that SAP may access, preserve and disclose Your account information and/or Content if required to do so by law or to:

- i. comply with a legal process;
- ii. respond to claims that any User Content violates the rights of third parties or
- iii. protect the rights, property or personal safety of SAP Conversational AI, Users, and the public.

YOU AGREE TO COMPLY WITH THE TERMS OF THE SAP PRIVACY STATEMENT, WHICH CAN BE FOUND BY CLICKING ON PRIVACY AT THE BOTTOM OF EACH WEB PAGE COMPRISING THE SERVICES.

7 - Termination

A - By User.

You may terminate your access to the Services at any time, for any reason, by ceasing use of the Application.

B - By Us.

We, at our sole discretion, may terminate your access to the Services for any reason or no reason. We are not required to provide you notice prior to terminating your access to the Services. We are not required, and may be prohibited, from disclosing a reason for the termination of your account.

8 - Disclaimers/Limitations.

A

- We have no special relationship with or fiduciary duty to you. You acknowledge that we have no control over, and no duty to take any action regarding:

i - which users gain access to the Services;

ii - what Application Content you access via the Services;

iii - what effects the Application Content may have on you or others;

iv - how you or others may interpret or use the Application Content; or

v - what actions you or others may take as a result of having been exposed to the

Application Content.

B

We are not responsible for any incorrect or inaccurate content posted through the Services, whether caused by Users or by any of the equipment or programming associated with or utilized in the Services.

C - Warranty

i. If you are located outside the US or Canada: AS THE SERVICES ARE PROVIDED TO YOU FREE OF CHARGE, WE DO NOT GUARANTEE OR WARRANT ANY FEATURES OR QUALITIES OF THE SERVICES OR APPLICATION CONTENT OR GIVE ANY UNDERTAKING WITH REGARD TO ANY OTHER QUALITY. NO SUCH WARRANTY OR UNDERTAKING SHALL BE IMPLIED BY YOU FROM ANY DESCRIPTION IN THE SERVICES OR ANY AVAILABLE DOCUMENTATION OR ANY OTHER COMMUNICATION OR ADVERTISEMENT. IN PARTICULAR, WE DO NOT WARRANT THAT THE SERVICE WILL BE AVAILABLE UNINTERRUPTED, ERROR FREE, OR PERMANENTLY AVAILABLE. ALL WARRANTY CLAIMS ARE SUBJECT TO THE LIMITATION OF LIABILITY SECTION BELOW.

ii. If You are located in the US or Canada: THE SERVICES AND APPLICATION CONTENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER. WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABILITY QUALITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages, so the above exclusions may not apply to you.

D. Limitation of Liability

i. If you are located outside the US or Canada: IRRESPECTIVE OF THE LEGAL REASONS, WE SHALL ONLY BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT IF SUCH DAMAGE (I) CAN BE CLAIMED UNDER APPLICABLE PRODUCT LIABILITY STATUTES OR (II) IS CAUSED BY INTENTIONAL MISCONDUCT OF SAP Conversational AI OR (III) CONSISTS OF PERSONAL INJURY. IN ALL OTHER CASES, NEITHER SAP Conversational AI NOR ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL BE LIABLE FOR ANY KIND OF DAMAGE OR CLAIMS HEREUNDER.

b. If You are located in the US or Canada: IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES IN AN AMOUNT IN EXCESS OF \$100 ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST US, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE. YOUR SOLE REMEDY IN THE EVENT OF BREACH OF THIS AGREEMENT OR FOR ANY OTHER CLAIM RELATED TO THE SERVICES SHALL BE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES SHALL SAP Conversational AI AND ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

9 - Third Party Links.

You may be provided links to other websites or resources through the Services. Because we have no control over such sites and resources, you agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, goods or services available on or through any such site or resource.

10 - Jurisdiction and Choice of Law.

These Terms of Service are ruled by the French law. In case of a dispute arising out of the Services, by using the Services you expressly agree that any such dispute shall be litigated by the Tribunal de Grande Instance de Paris, without regard to its conflict of law provisions.

11 - Indemnity by You

You agree to indemnify and hold us, our subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of (i) your use of the Services in violation of these Terms (ii) your

breach of these Terms or (iii) any breach of your representations and warranties set forth above.

12 - Miscellaneous

A - Entire Agreement

These Terms contain the entire agreement between you and us regarding the use of the Services.

B - Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

C - Survival

Even after your access to the Services is terminated, or your use of the Services discontinues, these Terms will remain in effect. All terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.

D - Waiver

Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will do so in the future. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver, provided by one of our authorized representatives.

E - Headings

The section and paragraph headings in these Terms are for convenience only and shall not affect the interpretation of these Terms.

F - No Third Party Beneficiaries.

Except as otherwise expressly provided in these Terms there shall be no third party beneficiaries.

G - Relationship of the Parties

You and we are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms.

H. - Export.

The Services and Application Content are subject to the export control laws of various countries, including without limitation the laws of the United States, France and Germany. You will not submit the Services or other Application Content to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP Conversational AI, and will not export the Services or Application Content to countries, persons or entities prohibited by such laws. You shall also be responsible for complying with all applicable governmental regulations of the country where you reside and any foreign countries with respect to the use of the Services and Application Content.

Please contact us at pierre-edouard.lieb@sap.com with any questions regarding these Terms.